The Academy

South Bay Regional

Public Safety Training Consortium

Employee Policies Handbook

January 2023

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Receipt & Acknowledgment of South Bay Regional Public Safety Training Consortium Employee Policies Handbook

Understand & Acknowledge Receipt of South Bay Regional Public Safety Training Consortium Employee Policies Handbook

I have received and read a copy of the South Bay Regional Public Safety Training Consortium Employee Policies Handbook. As an employee of or contractor for South Bay Regional Public Safety Training Consortium, I agree to comply with all of its terms and conditions. I also understand that the policies and benefits described in it are subject to change at the sole discretion of South Bay Regional Public Safety Training Consortium at any time.

At-Will Employment

I understand that my employment is at will, and neither I nor South Bay Regional Public Safety Training Consortium has entered into a contract regarding the duration of my employment. I am free to terminate my employment with South Bay Regional Public Safety Training Consortium at any time, with or without reason. Likewise, South Bay Regional Public Safety Training Consortium has the right to terminate my employment, or otherwise discipline, transfer, or demote me at any time, with or without reason, at the discretion of South Bay Regional Public Safety Training Consortium. No employee of South Bay Regional Public Safety Training Consortium can enter into an employment contract for a specified period of time, or make any agreement contrary to this policy without the written approval from the President/CEO or Board of Directors.

Confidential Information

Each employee is responsible for safeguarding confidential information obtained during employment. In the course of your work, you may have access to confidential information regarding the Consortium, its suppliers, its students and clients or perhaps even fellow employees. It is your responsibility not to reveal or divulge any such information unless you have been authorized by the President/CEO or other senior manager to do so. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and disciplinary and/or legal action may be taken by the Consortium.

Understood, Agreed & Approved:

_____	_____
Employee's Signature	Position
_____	_____
Employee's Printed Name	Date

Interoffice Memo

To: All South Bay Regional Public Safety Training Consortium Employees
From: Kevin Jensen, President/CEO
Date: September 5, 2023
Subject: **South Bay Regional Public Safety Training Consortium Employee Policies Manual**

Attached is the revised South Bay Regional Public Safety Training Consortium Employee Policies Manual.

A lot of thought, experience, consulting and wisdom has been put into this project in order to address most of our workplace management policies and to make South Bay Regional Public Safety Training Consortium a productive, interesting and a nice place to work.

These policies are effective immediately.

You are responsible for reading and understanding this Employee Policies Handbook.

Your signature on the "Receipt & Acknowledgment of South Bay Regional Public Safety Training Consortium Employee Policies Handbook" confirms that you have been provided with a copy of the South Bay Regional Public Safety Training Consortium Employee Policies Handbook on the date noted, and that you are responsible for reading, understanding and complying with its contents. Please sign and return it to your supervisor or manager.

No policy handbook can cover every situation; therefore, when a question does arise, please consult with your supervisor or manager or the Vice President of Administrative Services for clarification.

These policies replace & supersede any/all previous policies.

This Employee Policies Handbook replaces and supersedes any and all other prior editions of South Bay Regional Public Safety Training Consortium Employee Policies Manuals / Handbooks, memoranda, or other South Bay Regional Public Safety Training Consortium policies whether written, oral, or previously part of South Bay Regional Public Safety Training Consortium tradition.

I think you will find that our policies are fair and treat everyone at South Bay Regional Public Safety Training Consortium with respect and dignity.

I very much appreciate your continued presence at and contribution to South Bay Regional Public Safety Training Consortium.

Welcome to South Bay Regional Public Safety Training Consortium

Welcome to the South Bay Regional Public Safety Training Consortium team! We hope you will find your employment with the Consortium both rewarding and challenging, and we hope you agree that you have a great contribution to make to public safety training by way of the Consortium.

Because the quality of our employees is the key to our success, we carefully select our new employees. In turn, we expect employees to contribute to the success of the Consortium. We look forward to the opportunity of working together to create a more successful business. We also want you to feel that your employment with South Bay Regional Public Safety Training Consortium will be a mutually beneficial and gratifying one.

We grow and succeed through the dedication, contributions, energy, and professionalism of our employees. As a member of South Bay Regional Public Safety Training Consortium's team, you are expected to contribute your talents and energies to further improve the environment and quality of the Consortium. At South Bay Regional Public Safety Training Consortium, we are also proud of our continuing associations with a wide variety of instructors and contract employees who support our operations.

We support our employees to have satisfying tours of duties with us by valuing your contributions, testing your ideas and rewarding your successes. We base our business culture on an environment where management clearly communicates what is expected, employees are cooperative and respectful to each other, and where people experience being acknowledged and appreciated for their results. The spirit of South Bay Regional Public Safety Training Consortium is outlined by our Mission and Goals. (Please see the Core Values & Practices section a little further in this manual).

You have joined an organization that has established an outstanding reputation for quality. Credit for this goes to everyone here. We hope you, too, will find satisfaction and take pride in your work at the Consortium.

I extend to you my personal best wishes for your fulfillment, success and happiness at South Bay Regional Public Safety Training Consortium.

Sincerely,

Kevin Jensen

President/CEO

1.0 Introduction

About the South Bay Regional Public Safety Training Consortium Employee Policies Handbook

The purpose of this manual is to provide employees and management of the South Bay Regional Public Safety Training Consortium with policy and procedure guidelines that will assist in the effective and efficient performance of their duties and responsibilities. This Employee Policies Handbook is designed to provide some background information on the Consortium, the philosophy, employment practices, policies, and procedures, as well as the responsibilities between the Consortium and its employees. The policies and procedures included herein present a means of achieving a common philosophy on personnel and human resource related topics. They should also provide answers to most of the questions you may have about the benefit programs provided to you as a valued employee of the Consortium.

The Employee Policies Handbook sets forth the terms and conditions of employment of all full- and part-time employees, supervisors, and manager. Individual written employment contracts may supersede some of the provisions of this handbook.

Some of the issues covered are necessarily formal, in order to ensure a proper and protective environment; yet, we want you to completely understand and appreciate our working style.

Some Things You Must Understand:

- As much as we want to enjoy a family-like atmosphere with all of our employees, these policies establish our rules of relationship. Everyone here relies on the Consortium as their source of income and therefore it is crucial to everyone's well-being that we all work well together.
- The summaries of guidelines contained in this Employee Policies Handbook, which are to be applied in accordance with federal, state and local law, are being provided by the Consortium for informational purposes only. Such summaries are not intended to nor do they constitute or create a contract or an enforceable promise of any kind with the Consortium.
- The Consortium reserves all rights to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook or in any other document, except for the policy of at-will employment; policy changes are approved primarily by the President/CEO, with approval from the Board of Directors.
- The Consortium, at its option, may change, delete, suspend or discontinue any part or parts of the policies in this Employee Policies Handbook at any time without prior notice as business, employment legislation, and economic conditions dictate.
- Any such action shall apply to existing as well as to future employees.
- This handbook sets forth the entire agreement between you and the Consortium as to the conditions of employment and the circumstances under which employment may be terminated. Nothing in this handbook or any other Human Resources document, including benefit plan descriptions, creates, or is intended to create a promise or representation of continued employment for any employee.

- Employees may not accrue eligibility for monetary benefits that they have not become eligible for through actual time spent at work. In addition, some benefits have time-in-service eligibility requirements.
- Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked.
- No one other than the President/CEO of the Consortium or his/her designee may alter or modify any of the policies in this Employee Policies Handbook. Any alteration or modification of the policies in this Employee Policies Handbook must be in writing.
- No oral statements or representations can in any way change or alter the provisions of this Handbook. This handbook contains the current policies and procedures of the Consortium; there are no oral or collateral agreements of any kind.
- No statement or promise by a supervisor, manager, or department head, past or present, may be interpreted as a change in policy nor will it constitute an agreement with an employee.

These policies are effective immediately.

You are responsible for reading and understanding this Employee Policies Handbook. If anything is unclear, please discuss the matter with your supervisor or manager.

Your signature on the "Receipt & Acknowledgment of South Bay Regional Public Safety Training Consortium Employee Policies Handbook" confirms that you have been provided with a copy of the Consortium's Employee Policies Handbook on the date noted, and that you are responsible for reading, understanding and complying with its contents.

No policy handbook can cover every situation; therefore, when a question does arise, please consult with your manager or the Director of Administrative Services for clarification.

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

Should any provision in this Employee Policies Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire handbook, but only that particular provision.

These policies supersede any/all previous policies.

This Employee Policies Handbook replaces and supersedes any and all other prior editions of the Consortium's Employee Policies Handbooks, memoranda, or other Consortium policies whether written, oral, or part of the Consortium's previous practice(s) or tradition.

2.0 Overview of South Bay Regional Public Safety Training Consortium

2.1 About South Bay Regional Public Safety Training Consortium

It is important to the South Bay Regional Public Safety Training Consortium that everyone participate in delivering a quality product or service, provide great customer service, make good decisions on their own when necessary, and make positive contributions toward the overall success of the Consortium. For these purposes, we want you to be fully aware of our history, purpose, vision and goals.

South Bay Regional Public Safety Training Consortium was created in 1994 by Evergreen Valley and Gavilan Colleges through a California Community College Chancellor's Office Grant. From its inception, the Consortium's mission was to deliver the highest quality training in the most cost-efficient manner to public safety professionals. Since 1994, six additional colleges have joined this innovative partnership to support public safety training within their local communities. Today, the Consortium is comprised of eight (7) partner colleges: Cabrillo College, College of San Mateo, Gavilan College, Hartnell College, Lake Tahoe Community College, Monterey Peninsula College, and Ohlone College. The Consortium operates through a Joint Powers Agreement between South Bay Regional Public Safety Training Consortium and the member community colleges to provide training for public safety agencies in Santa Clara, San Mateo, Santa Cruz, San Benito, and parts of Monterey and Alameda Counties.

2.2 Vision

South Bay Regional Public Safety Training Consortium will continually strive to provide leadership and excellence in Public Safety Training through regional and community partnerships. The Consortium will also continually strive to obtain and maintain a status as the premier public safety training venue for the entire region and beyond.

2.3 Mission Statement

The mission of the Consortium is to meet the educational and training needs of public safety students within the areas represented by the participating community college districts. Courses offered must meet a regional need of either small or large public safety agencies. Courses will also be carefully articulated with lower division academic programs and upper division transfer degree programs. Liaison will be maintained with the Peace Officer Standards & Training (P.O.S.T.) Region Six "Public Safety Training Committee" which is charged with the development of regional facilities and technology for skill development.

The mission will be accomplished in an effective and efficient manner to ensure the highest quality training for public safety professionals.

2.4 Goals

In order for South Bay Regional Public Safety Training Consortium to attain its vision as described in our vision and mission statements, we must achieve the following primary strategic goals:

- Provide an open and supportive teaching/learning environment conducive to socio-economic and culturally diverse communities as well as lifestyle and ability differences, and to promote access for historically under-represented populations.
- Support and promote student centric environments that value the importance of all students as well as encouraging independent, intellectual maturation.

- Provide Career Technical Education (CTE) programs and courses that serve the general public, open access to training, enhance community involvement, and foster greater awareness of public safety careers and the objectives of public safety agencies.
- Increase public access to courses, which will benefit the general public as well as support the public involvement objectives of public safety agencies.
- Articulate courses and programs with all state-certifying authorities including the Western Association of Schools and Colleges (WASC) through community college membership, Commission of Peace Officer Standards and Training, the State Board of Corrections - Standards for Training and Corrections, the State Fire Marshal, and the California State Department of Consumer Affairs.
- Articulate courses and programs with state and local professional associations including the Administration of Justice Coordinator's Association, the California Academy Director's Association, the California Association of Administration of Justice Educators, the California Fire Educator's Association, and the various training officer associations of public safety, both local and regional.
- Work cooperatively with the "Region Five Training Committee" to support the stated objectives of this committee in the funding of shared regional skill development facilities as well as improved application of technology for public safety training.
- Encourage additional college districts to become involved with South Bay Regional for the purpose of enhancing the funding base, improving efficiency, and eliminating duplication of effort.
- Encourage the development of regionally shared facilities, eliminate the duplication of effort and redundancy, and provide the safest and most cost-efficient strategy for delivery of training programs.
- Provide quality education and training through excellence in instructional design and delivery, to include student centric modalities such as problem-based learning, enhanced technology in computer hardware, software, interactive video systems, simulations, and other innovative instructional technology systems.
- Prepare students to be community leaders and to meet the challenges of public safety service through a dynamic, mutual learning environment.

2.5 Program Priorities

Priorities for the funding of instructional programs of South Bay Regional are as follows:

1st - Courses which provide initial certification or training in the public safety disciplines of Law Enforcement, Corrections, Fire Technology, Probation, Dispatch, and Emergency Medical Services.

2nd - State-mandated courses that meet the needs of regional agencies for "Continuing Professional Development," promotional, transitional or specialized courses.

3rd - Agency-specific courses or discretionary training.

4th - Community-based programs including contract education, outreach services, and youth education designed to meet the needs of public and private community partners.

3.0 Core Values & Practices

Core Values are the standards by which we measure our performance and our interactions with each other as well as with people outside the organization. They also help define our attitudes and approach to the events of everyday life in our business. These are the things we value:

Integrity
- Honest, committed internal and external relationships.
- Doing what's right for us and for our customers.
- Telling the truth.

Full Self Expression
- Respectful communication of creativity, ideas, concerns.
- Freedom to express ideas, concerns, and possibilities.

Constant Improvement
- Constant and never-ending improvement—to ensure quality and productivity across all areas in the organization.
- Seeking knowledge and understanding, then applying it to ourselves, our customers, processes, and products.

Discipline
- Defining, refining, executing, measuring and completing all activities in support of agreed-upon goals and objectives.

Sound Decision-Making
- We make decisions we L.I.K.E. Our decisions are based on: Logic, Intuition, Knowledge, and Experience.

Acknowledgment & Appreciation
- We regularly acknowledge and appreciate our fellow employees, our customers, vendors, partners, and ourselves, for contributions made in support of the organization's vision and pursuit of excellence.

Inclusion
- We agree to include and inform everyone affected by a project or a decision.

Core Practices are the things we do within our organization to help maintain a high level of integrity, and establish an environment where what needs to be said can be said—with confidence that both speaker(s) and listener(s) will be treated with respect, and that their ideas and contributions will be valued, whether those ideas are implemented, or not. This is what we practice (R.O.O.T.S.):

- R - Responsibility
- O - Ownership
- O - Opportunity
- T - Teamwork
- S - Solutions

Responsibility

- We are responsible for everything we do and say and everything we hear or see.
- We listen for the contribution in each other's speaking, instead of forming assessments, opinions, and judgments.
- This means giving the person your undivided attention.
- If you can't give your undivided attention right now, request to speak with the person when you can listen to them generously.

Ownership

- We take ownership of our actions and attitudes.
- Everyone is 100% accountable for their role in the organization.
- This does not mean taking on too much (110%) nor does it mean taking on too little (90%).
- Everything that happens in the organization is the result of its members.
- We take ownership of our business, along with its challenges and issues.

Opportunity

- We strive to better the organization and advance our values at every opportunity.
- We take the opportunity to challenge ourselves, our peers, and our managers to create a better future for our organization.
- We take the opportunity to move past saying "what is supposed to be said" to speak responsibly and honestly, in a way that forwards appropriate action.
- This includes learning to make clear and direct requests.
- Nobody "gets" subtle or veiled requests.

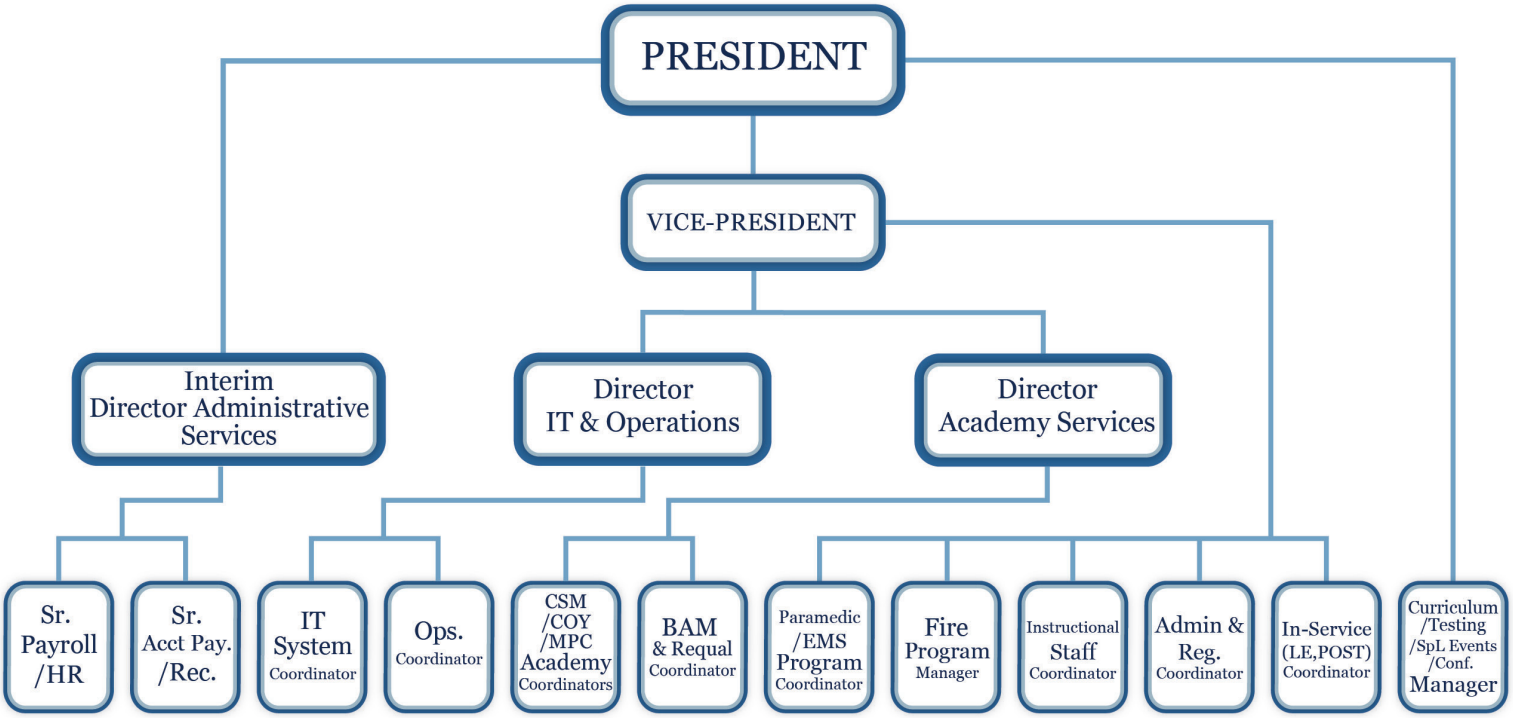
Teamwork

- Key to a successful team is being "for" each other; much like one would be for a football team.
- When you are engaged in a team sport as we are, you play with ONE ball; and in order for us to be successful, every member of the team SHOULD TOUCH THE BALL.
- This means 100% support for everyone in the organization and the roles they play.
- Each of us is a source of acknowledgment and appreciation for every other person in the organization.
- This includes giving, receiving, and requesting acknowledgment.

Solutions

- If you see a problem, bring it to management's attention; however, be prepared to suggest a solution as well.
- Do what you say you'll do—others are depending on you.
- If you can't keep your agreement, re-negotiate it ahead of time.
- If you break an agreement, acknowledge that you did and negotiate a way to resolve the issue.

4.0 SBRPSTC Organizational Chart



5.0 Employment Non-Discrimination Policies

5.1 Equal Employment Opportunity

South Bay Regional Public Safety Training Consortium is an equal opportunity employer and selects employees on the basis of ability, experience, training, intelligence and character.

The policy of the Consortium is that all persons are entitled to equal employment opportunity without regard to race, color, citizenship status, national origin, ancestry, gender, gender identity or status as transgender, sex including sexual orientation, age, religion, creed, pregnancy, physical or mental disability or medical condition, marital status, military service, veteran status, political affiliation, caregiving responsibilities, genetic information, reproductive health decision making or any other factor protected by federal, state or local laws.

Any infraction of federal EEO guidelines is strictly prohibited. Appropriate disciplinary action, up to and including dismissal, with be taken against any employee who willfully violates this policy. The Consortium is required to post notices to all employees advising them of their rights under the laws EEOC enforces and their right to be free from retaliation. The Consortium will comply with any state and local regulations applying to EEO Laws. The Vice President of Administrative Services has overall responsibility for this policy and maintains reporting and monitoring procedures. Questions or concerns should be referred to the Vice President of Administrative Services.

5.2 Discriminatory Practices

Discriminatory practices include the following areas:

- *Benefits*
- *Compensation, assignment, or classification of employees*
- *Compensation, retirement plans*
- *Hiring or firing*
- *Job advertisements*
- *Leaves of absence*
- *Other terms & conditions of employment*
- *Recruitment*
- *Testing*
- *Training and apprenticeship programs*
- *Transfer, promotion, layoff, or recalls*
- *Use of Consortium facilities*

The Consortium does not tolerate the following actions:

- Employment decisions based on assumptions or stereotypes about the abilities, traits, or performance of individuals of a certain race, color, citizenship status, national origin, ancestry, gender, gender identity, sexual orientation, age, religion, creed, marital status, veteran status, political affiliation or individuals who may be pregnant, have a physical or mental disability or medical

condition, caregiving responsibilities, reproductive health decision making, or any other factor protected by federal, state or local laws.

- *Harassment on the basis of race, color, citizenship status, national origin, ancestry, gender, gender identity, sexual orientation, age, religion, creed, pregnancy, physical or mental disability or medical condition, marital status, veteran status, political affiliation, caregiving responsibilities, reproductive health decision making or any other factor protected by federal, state or local laws*.
- Retaliation against an individual for filing a charge of discrimination, participating in an investigation, or opposing discriminatory practices
- Denying employment opportunities to a person because of marriage to, or association with, an individual of a particular race, color, citizenship status, national origin, ancestry, gender, gender identity, sexual orientation, age, religion, creed, marital status, veteran status, political affiliation, or an individual who is pregnant, has a physical or mental disability or medical condition, caregiving responsibilities, reproductive health decision making, or any other factor protected by federal, state or local laws.
- Discrimination based on participation in schools or places of worship associated with a particular racial, ethnic, or religious group is also prohibited
- Indirect practices that have the effect of discriminating against individuals because of their race, color, citizenship status, national origin, ancestry, gender, gender identity, sexual orientation, age, religion, creed, pregnancy, physical or mental disability or medical condition, marital status, veteran status, political affiliation, caregiving responsibilities, reproductive health decision making, or any other factor protected by federal, state or local laws.

5.3 EEO Notices

Equal employment opportunity notices are posted near employee gathering places as required by law. Additionally, they are posted in the employee break room. These notices summarize the rights of employees to equal opportunity in employment and list the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against.

Management is primarily responsible for ensuring that the Consortium's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions, the policies are effective and apply uniformly to everyone.

Any employee, including supervisors and managers, involved in discriminatory practices will be subject to termination.

If you believe that you have been subjected to any form of unlawful discrimination, report the incident or complaint immediately, preferably in writing, to the Vice President of Administrative Services, who will investigate and attempt to resolve the situation.

Employees have the right to file claims of unlawful discrimination with the California Department of Fair Employment & Housing (DFEH), the California state agency that protects employees against unlawful discrimination.

All employees are also protected against retaliation for opposing unlawful discriminatory practices or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by the EEOC or the DFEH. An employee can contact the EEOC at [1-800-669-4000] and the DFEH at [1-800-884-1684].

5.4 The Americans with Disabilities Act

The Consortium is committed to providing equal opportunities to individuals with disabilities. The Consortium will provide reasonable accommodation to enable a qualified applicant to perform the essential functions of the job, and to enable a qualified employee with a disability to perform the essential functions of a job currently held. We will not be able to make an accommodation that would impose an undue hardship on the Consortium, as defined by law.

The Consortium encourages individuals with disabilities to come forward and request reasonable accommodation. Each accommodation request will be handled on a case-by-case basis, and every reasonable effort will be made to comply with the request.

5.4.1 Procedure for Requesting an Accommodation

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Vice President of Administrative Services and submit a written request for accommodation along with any supporting doctor's notes or medical documentation. Upon receipt of an accommodation request, the Vice President of Administrative Services and the employee's supervisor or manager will meet with the employee to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the Consortium might make to help overcome those limitations. The Consortium will determine the feasibility of the requested accommodation considering various factors, including but not limited to, the nature and cost of the accommodation, the Consortium's overall financial resources and organization, and the accommodation's impact on the operation of the Consortium, including its impact on the ability of other employees to perform their duties and on the Consortium's ability to conduct business.

The Consortium will inform the applicant/employee of its decision on the accommodation request as soon as possible. If the accommodation request is denied, the employee will be advised of his or her right to appeal the decision to the President/CEO, by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, the President/CEO's decision is final.

Note: The ADA does not require the Consortium to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items; for example, eyeglasses, hearing aids, wheelchairs, etc.

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the Vice President of Administrative Services.

All such inquiries or complaints will be treated as confidential to the extent permissible by law.

5.5 Nepotism – Employment of Relatives / Friends

The employment of relatives can cause various problems, including, but not limited to, charges of favoritism, conflicts of interest, family discord, and scheduling conflicts that may work to the disadvantage of both the Consortium and its employees. However, members of an employee's immediate family may be considered for employment solely on the basis of their qualifications.

For purposes of this policy, the term "close relative" includes the following relationships, established by blood, marriage or other legal action. Examples include: mother, father, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-parent, stepchild, aunt, uncle, nephew, niece, grandparent, grandparent-in-law, granddaughter, grandson, or cousin. Also includes: domestic partner (a person with whom the employee's life is interdependent and with whom the employee shares a mutual residence), daughter or son of the

employee's spouse or domestic partner, and any relative living in the household of the employee or domestic partner.

It is the goal of the Consortium to avoid creating or perpetuating circumstances in which the appearance or possibility of favoritism, impairment of efficient operations or other conflicts of interest exist. Therefore, while the Consortium may permit the hiring or continued employment of relatives, spouses and other individuals having a personal or financial relationship with another employee at the Consortium, the following guidelines will apply:

- *There cannot be a supervisor/subordinate relationship between related parties.*
- *Neither party shall be allowed to supervise or evaluate the other.*
- *Neither party shall be responsible for auditing or reviewing the other's work.*
- *The relationship must not create an adverse impact on the work performance of either party.*
- *The relationship must not create either an actual conflict of interest or the appearance of a conflict of interest.*

No organizational relationship will be allowed to exist, regardless of their positions, if it creates a disruption, violates confidentiality rules, is inconsistent with financial audit guidelines, or has a negative impact on the work and business at the Consortium.

This policy must also be considered when assigning, transferring, or promoting an employee.

Should two employees who work together or supervise each other enter into a personal, non-work related relationship, or who establish a romantic relationship, one or both employees may have to be transferred.

Employees who become immediate family members, because of the marriage of two employees or some other circumstance, may continue employment as long as it does not involve any of the above circumstances. If one of the conditions outlined should occur, attempts will be made to find a suitable position within the Consortium where one of the employees can transfer. If employees become immediate family members or establish a romantic relationship, the Consortium will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security, or morale. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign.

If the employees are unable to develop a workable solution, the Consortium retains sole discretion as to which employee will remain with the Consortium. The President/CEO or Vice President of Administrative Services of the Consortium may decide which employee may be transferred in such situations.

The Consortium reserves the right to exercise managerial judgment to take such actions relating to employment as may be necessary to achieve the intent of this section. The Consortium reserves the right to vary from its guidelines (as outlined in this section) on a case-by-case basis.

5.5.1 Reporting Requirements

It is your responsibility to notify your supervisor or manager in writing if you become aware of any individual seeking employment at the Consortium who is a relative or spouse or who has a personal or financial relationship with you. Employees, in general, and supervisors/managers, in particular, are required to bring situations involving themselves, which present a potential conflict, to the attention of the management for appropriate guidance and resolution. Depending upon the circumstances, this may

involve, but is not limited to, the reassignment of one or both employees. If reassignment is not possible, termination of employment may be required.

6.0 Employee Information

6.1 Employment At-Will

California Labor Code § 2922 states that an employment, having no specified term, may be terminated at the will of either party on notice to the other. Employment for a specified term means an employment for a period greater than one month.

Absent a written contract of employment (which specifies a term of employment), all employees of the Consortium are employed "At Will." "At Will" means that either the employee or the Consortium is free to end the employment relationship at any time, for any reason, with or without cause and with or without notice.

Positive performance evaluations, commendations, pay raises and longevity of employment, while desired objectives, do not alter the right of either the employee or the Consortium to terminate the employment relationship at any time, for any reason, with or without cause and with or without notice.

Nothing in this handbook or in any document or statement shall limit or modify the employment "At-Will" status of Consortium employees.

No manager or employee of the Consortium has the authority to enter into any agreement for employment for any specified period of time, to make any agreement for employment other than "At-Will", or to limit or modify any employee's "At-Will" status in regards to the specified "At-Will" positions. Only the Board of Directors has the authority to make any such agreement and then, only in a formal written agreement.

No employee of South Bay Regional Public Safety Training Consortium can enter into an employment contract for a specified period of time, or make any agreement contrary to this policy without written approval from the President/CEO or the Board of Directors.

6.2 Employment Classifications

6.2.1 Exempt or Non-Exempt Employees

At the time you are hired, you are classified as either a full-time, part-time or temporary employee. In addition, you are classified as either non-exempt or exempt. This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of eight (8) hours per day or forty (40) hours per workweek. These employees are referred to as "non-exempt" in this Employee Policies Handbook. This means that they are not exempt from (and therefore should receive) overtime pay.

All other policies described in this Employee Policies Handbook and communicated by the Consortium apply to all employees, with the exception of certain wage, salary and time off limitations applying only to "non-exempt" employees. *If you are unsure of which job classification your position fits into, please ask your manager or the Director of Administrative Services*.

Note: See also the section of this Employee Policies Handbook entitled "Compensation" for a full description of compensation and overtime payment policies.

Non-Exempt Employees

Non-exempt employees earn overtime wages for time worked beyond the regular work week (40 hours). Your supervisor or manager must approve all overtime to be worked. Non-exempt employees are required to report their hours and/or absences using Consortium timesheets.

Exempt Employees

Exempt employees of the Consortium are salaried and serve as managers, executives, professional staff, technical staff, directors, and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the FLSA and any applicable state laws. Therefore exempt employees do not earn overtime wages and must submit an absence report by the end of each month to indicate when they have used vacation time, administrative time, sick time or time off of work without pay. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred or promoted.

6.2.2 Regular Employees

Employees hired to work on a regular basis for an indefinite period of time are classified as "regular" employees. Such employees may be either full-time or part-time.

6.2.2.1 Regular Full-Time (Benefited) Employees

Regular full-time (benefited) employees are normally scheduled to work forty (40) hours per week. In order to remain eligible for all of the Consortium benefits described in this manual (subject to individual plan requirements) regular full-time (benefited) employees must maintain a work schedule of at least 25 hours per week. Unless otherwise specified, the benefits described in this Employee Policies Handbook apply only to regular full-time (benefited) employees.

If you were a regular full-time (benefited) employee and were laid off, you will be considered a regular full-time (benefited) employee upon return to work, provided that you were not laid off for longer than one (1) year.

If you were a regular full-time (benefited) employee and have been on an approved leave of absence, upon return you will be considered a regular full-time (benefited) employee, provided you return to work as agreed in the provisions of your leave.

6.2.2.2 Regular Hourly (Non-benefited) Employees: Full-Time and Part-Time

Regular hourly (non-benefited) employees can be scheduled to work either full-time or part-time and are paid by the hour for time worked. With the exception of Workers' Compensation, unemployment insurance and social security, regular hourly employees are not eligible for the benefits and privileges described in this handbook.

If you are a regular hourly employee, please understand that you are not eligible for benefits described in this Employee Policies Handbook, except to the extent required by provision of state and federal laws.

6.2.3 Probationary Employees

Newly hired or newly promoted regular employees, whether fulltime or part time, are considered probationary employees during their first six (6) months of employment in a newly hired or higher paid (promotional) position at the Consortium.

6.2.4 Work out of Class Employees

Interim employees are hired to fill a vacant full-time (benefited or non-benefited) position on a temporary basis pending completion of the formal job announcement or selection process. Every effort

will be made to fill interim positions with a regular full-time employee within six (6) months of the initial interim appointment. However, business needs may necessitate that the interim period be extended, with the approval of the President/CEO. Although they occupy a full-time position on a interim basis and unless otherwise specified, employees are eligible for the benefits and privileges described in this Employee Policies Manual.

6.2.5 Ancillary Employees

Ancillary employees are those individuals who work part-time on an as-needed basis and are paid by the hour. They include the following job categories:

- College boarded instructors, employed and paid at a casual rate by a college or district member of the JPA, but assigned by that college or district to hourly, part-time work at the Consortium.
- Classified Trainers
- Contract Education Instructors
- Evaluators
- Role Players
- Part-time Course Coordinators

Ancillary employees are not eligible for any of the benefits and privileges described in this book, including benefits, paid holidays, or paid time off.

6.2.6 Temporary Employees

Temporary employees are hired for part-time or full-time work for a specific project or assignment for a limited period of time, but not usually more than one year. With the exception of Workers' Compensation, unemployment insurance and social security withholdings, temporary employees are not eligible for the benefits and privileges described in this book, including benefits, paid holidays, or paid time off.

From time to time, the Consortium may hire employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule and duration of the position will be determined on an individual basis.

Normally, a temporary position will not exceed six (6) months in duration, unless specifically extended by a written agreement. Summer employees, interns and seasonal employees are considered temporary employees.

A temporary employee does not become a regular employee by virtue of being employed longer than the agreed upon specified period.

Temporary employees are not eligible for benefits described in this Employee Policies Handbook, except to the extent required by provision of state and federal laws. Those temporary employees classified as "non-exempt" (see the section titled "Non-Exempt and Exempt Employees" below) who work more than forty (40) hours during any workweek will receive overtime pay.

6.2.7 Intern/Work Experience Students

Intern/Work Experience students are college students participating in a cooperative work/education/intern program and assigned to regular or part-time work assignments for a prescribed period of time. Intern/Work Experience students are not eligible for any benefit plans.

6.2.8 Employees of Temporary Agencies and Lease Employees

As an individual provided through a third party employer to provide specific services or duration, so as to preclude a direct hire, these employees will receive their pay from the Temporary Agency or third party, which is their employer. Employees utilized in this fashion may work at the Consortium for no longer than twelve (12) months. *Exceptions to this policy for appropriate business reasons would need to be reviewed and approved by the Director of Administrative Services and the President/CEO*.

6.2.9 Independent Contractors/Individual Consultants

Independent contractors or consultants are not employees of the Consortium, and therefore are not eligible for any of the benefits described in this Employee Polices Handbook. These individuals are engaged to deliver a specific end result or product. The Consortium directs and controls only the deliverable to be provided, not the means or methods, and normally does not provide equipment or a workplace for the individual. Independent contractors are available to work for the general public and normally do not spend all or most work time with one company. Independent contractors are paid by Accounts Payable and will be issued an IRS Miscellaneous Income form (1099-MISC) to report earnings.

6.2.10 Inactive Status

Employees who are on any type of unpaid leave of absence that exceeds four (4) months will be placed on inactive status. During the time the employee is on inactive status, no benefits (i.e., vacation, sick leave) will be earned and seniority will not continue to accrue.

6.2.11 Reclassification

All positions have been assigned a job title and description on the basis of actual duties performed (or intended to be performed). The job description lists typical duties of the position and minimum qualifications. Over a period of time there may be a significant change of duties actually being performed. The employee, or the supervisor of the employee, may request a review in order to determine whether the position should be reclassified. The employee will then complete a 'Reclassification Review Request". Focus will be placed on the duties added or deleted from the position. The supervisor of the employee will confirm the assignment of additional duties as described. *The Reclassification Request will be reviewed by the Director of Administrative Services and will include an interview with the employee*. Within thirty (30) days of receiving the request, the Director of Administrative Services will complete a study on the position, and write a recommendation. The recommendation will be reviewed with the President/CEO before sending it to the affected employee. All reclassifications become effective upon approval of the Board. Individuals will be placed at or as close as possible to an equivalent pay scale and salary amount in the new salary range.

6.3 Length of Service

Your hire date or length of service is an important factor in determining your eligibility for certain employee benefit programs. Accordingly, the Consortium will determine your service date according to the following provisions:

6.3.1 Hire Date

Your date of hire as a regular or interim, full-time (benefited) employee will be the date used to determine eligibility for benefits. Temporary and hourly (part-time or full-time) employment is not considered for benefits eligibility. If you join the Consortium as a temporary or hourly employee and are later hired as a regular or interim, full-time (benefited) employee, your hire date will be the day you begin work as a regular or interim, full-time (benefited) employee. This date will determine your eligibility for Consortium benefits.

6.3.2 Break in Service (Inactive Status)

A break in service occurs when employment with the Consortium is interrupted by any type of termination of employment or if there is on any type of unpaid leave of absence that exceeds four (4) months (inactive status), after which time the employee seeks reemployment with the Consortium.

6.3.3 Bridge of Service

The Consortium may give credit to employees previously employed by the Consortium, provided the break in service does not exceed 365 calendar days. The break in service time will be deducted from the employee's original service date.

6.4 Personnel Records & Administration

The task of handling personnel records and related personnel administration functions at the Consortium has been assigned to the Director of Administrative Services. Questions regarding insurance, wages, and interpretation of policies may be directed to the Director of Administrative Services.

6.4.1 Your Personnel File

The Consortium retains a record of each employee's work history. No adverse comment may be placed in your file without your knowledge. You may add to the file your version of any disputed item.

In addition, you have a right to inspect certain documents in your personnel file, as provided by law, in the presence of a Consortium representative at a mutually convenient time. *Requests to make an appointment to view your personnel file should be addressed to the Director of Administrative Services*. You are not allowed to remove your file or any of its contents from the personnel area except to make copies. All originals must be returned and you will be required to sign and date a form confirming that access to your file was granted.

Because personnel files contain personal information, the Consortium will make all reasonable efforts to maintain the confidentiality of the personnel files. The Consortium will restrict disclosure of your personnel file to your immediate supervisor or manager and/or other authorized individuals within the Consortium with a legitimate and articulated business need.

The Consortium will generally refuse to release personnel information to third parties unless: 1) there is reasonable protection of your privacy, 2) you have given your written authorization, or 3) providing the record is required by legal process. *Any request for information from personnel files must be directed to the President/CEO or the Director of Administrative Services*. Only these individuals are authorized to release personnel file information about current or former employees.

If the Consortium is served with a subpoena or other legal process, it will ordinarily give you notice of the subpoena. The Consortium will also cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

6.4.2 Record Changes Notification

Keeping your personnel file up-to-date is important to you regarding pay, deductions, benefits and other matters. It is the employee's responsibility to notify the payroll department immediately of any address changes. The Consortium will not be liable for misdirected warrants or other legal documents due to old address information. If you have a change in any of the items listed below, please be sure to notify the Consortium in a timely manner. Failure to do so may impact your eligibility for certain benefits.

- Change of beneficiary on Insurance Plan(s) or 401(k) Plan
- Change of work address or work contact phone number
- Driving record or status of driver's license, if you operate any of the Consortium vehicles

- Exemptions on your W-4 tax form
- Home address
- Home telephone number
- Legal name
- Marital status
- Military or draft status
- Number of dependents
- Person to contact in case of emergency
- Professional License(s)
- Training Certificates

6.4.3 Your Medical Records File

All medical records, if any, will be kept in a separate confidential file. The Consortium maintains this information in the strictest confidence and may not use or disclose medical information about an employee without the employee first having signed an authorization form permitting such use or disclosure.

6.5 Employment & Reference Checks

The Consortium reserves the right to check the information provided by the employee on the employment application and other information provided by the employee at such time as deemed appropriate. False or misleading information on an application or resume is grounds for termination regardless of what is discovered.

In consideration of the Consortium's need to evaluate your suitability for employment and should you be recommended for employment, you must authorize the Consortium to perform all checks on your credentials, including verification of salary, degree(s), and experience, as allowed by law, including but not limited to discussion with your past and/or current employer and/or supervisor(s), co-workers, friends, business associates, or other individuals that the Consortium, in its sole discretion, believes may have relevant information regarding your suitability for employment.

You must also agree not to assert any claims or causes of action of any kind against the Consortium, its agents, its employees, or any individual contracted by the Consortium arising out of the Consortium's investigation of your credentials as stated above.

6.6 Driver's License Requirements

Employees who are required to drive a Consortium vehicle or their own vehicle on Consortium business will be required to show proof of current, valid licenses and current effective insurance coverage prior to the operating a vehicle. The Consortium participates in a system that regularly checks the DMV records of all employees who drive as part of their job.

For positions that require driving, the Consortium retains the right to reassign, suspend or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the Consortium's policy.

6.7 Polygraph Protection Act

The federal Employee Polygraph Protection Act of 1988 (EPPA), 29 U.S.C. Section 2001–2009, prohibits most private employers from using lie detector tests on their employees during either pre-employment screening or the course of employment. The law requires that employers display an Employee Polygraph

Protection Act notice/poster where employees and job applicants can easily see it. This poster briefly explains the Act, describes examinee rights and details enforcement information.

6.8 Verification of Current Employment

All official requests for verification of current employment must be directed to the personnel/payroll coordinator in the Business Office. The only information normally released will be dates of employment, position title and compensation, and then only when authorized by the employee or as required by law. No other information will be routinely disclosed to outside parties absent a legitimate investigative or legal requirement.

7.0 Starting to Work

7.1 Date of Hire

The first day you report to work as an employee of the Consortium is your "official" date of hire.

7.2 Anniversary Date

Your date of hire as a regular full-time (benefited) employee is considered your anniversary date annually thereafter, and is used to compute various conditions and benefits described in this Employee Policies Handbook. Any time worked as an interim employee shall count towards the establishment of your official anniversary date if you are subsequently hired as a regular full-time employee in that same position.

7.3 New Employee Orientation

On or before your first day at work, you will be asked to complete employment paperwork. Depending on your department's workload, your supervisor or manager will introduce you to your co-workers and office layout. Please feel free to ask your colleagues any questions not answered during your orientation.

All offers of employment or reemployment will be contingent upon the applicant producing the proper documents to verify their identity and their right to work in the United States. *These documents must be presented to the Director of Administrative Services prior to commencing work on any shift at the Consortium.* This applies to all full-time, part-time, and temporary employees, including rehired employees.

All new employees at the Consortium must complete the employee section of the Department of Homeland Security's Form I-9, Employment Eligibility Verification. This form must be completed in ink. *It will be the responsibility of the Director of Administrative Services to examine the new hire's documents to verify their authenticity. The Director of Administrative Services will complete the Employer Section of Form I-9; and, if applicable, include the expiration date of employment eligibility. The Director of Administrative Services will retain a copy of Form I-9 for the employee's personnel file and include in the personnel file notes the name of who examined the new employee's or re-hired employee's Form I-9 documents*. In the event that a potential hire or a rehire cannot produce proper documentation as related to Form I-9, notation must be included on the employer section of Form I-9: "Documents Not Provided - Not Hired."

7.3.1 Temps & Contractors

Temporary or contract employees must meet with their designated supervisor or manager on their first day of work to comply with federal immigration laws and to complete the necessary paperwork. All new temporary or contract employees will be provided information regarding the Consortium's work rules, general standards of conduct, etc.

7.4 Waiting Period for Group Insurance Benefits

If you were hired as a regular or interim, full-time (benefited) employee, your group insurance benefits (medical, dental, vision, long term disability, employee assistance program, life, and accidental death & dismemberment), will not become effective until the first day of the calendar month following the

month in which your employment with the Consortium first begins. See "Insurance Coverage" in the Benefits section of this manual for further details.

7.5 Probationary Period

7.5.1 New Hires

Your first six (6) months of employment at the Consortium are considered a Probationary Period. During this Probationary Period, the Consortium will evaluate your suitability for employment, and you can evaluate the Consortium as well. This Probationary Period will be a time for getting to know your fellow employees, your supervisor and manager, and the tasks involved in your job position, as well as becoming familiar with the Consortium's operation and services. Your supervisor or manager will work closely with you to help you understand the needs and processes of your job.

7.5.2 Interim Appointments

Employees hired on an interim basis serve at the will of the Consortium and remain in a probationary/ non-permanent status until the position is filled on a permanent basis. If an interim employee is ultimately selected to fill that same position on a permanent basis, he or she is still subject to the mandatory six (6) month Probationary Period for new hires; however, at the discretion of the President/CEO, all or any portion of the time worked as an interim may be counted towards the required six (6) months of probation.

7.5.3 Promotions

An additional six (6) month Probationary Period will follow any change in job classification to a higher paid position ("promotion") at any time during your continued employment with the Consortium.

7.5.4 Rehires

At the discretion of the President/CEO, a former employee who has been rehired into the same position after any separation from the Consortium may be required to complete a new Probationary Period.

7.5.5 Performance Reviews

All new (or newly promoted) full-time, part-time, or interim employees can expect to meet with their supervisor or manager on a regular basis throughout the new employee's probationary period to discuss the employee's job performance. In turn, Consortium supervisors and managers should provide verbal feedback on a constant basis to all probationary employees under their supervision.

7.5.6 Completion of the Probationary Period

If, at any time prior to completion of your Probationary Period, you fail to meet the employment requirements and/or performance expectations of your new position, your employment with the Consortium may be terminated, you may be reclassified to another more suitable position, or you may have your probationary period extended.

If, at the end of your Probationary Period, questions still exist regarding your suitability for employment or if you were on an extended absence of thirty (30) days or more during your Probationary Period, your Probationary Period may be extended for up to three (3) additional months at the discretion of the Director of Administrative Services.

However, please understand that, in any case, completion of the Probationary Period does not guarantee continued employment with the Consortium. Completion of any Probationary Period, positive performance evaluations, commendations, pay raises and longevity of employment, while desired

objectives, do not alter the right of either the employee or the Consortium to terminate the employment relationship at any time, for any reason, with or without cause and with or without notice.

Nothing in this handbook or in any document or statement shall limit or modify the employment "At-Will" status of Consortium employees.

7.6 Work Schedule

7.6.1 Business Hours

Our regular operating hours are from 7:30 a.m. to 10:00 p.m., Monday through Thursday and 7:30 a.m. to 5:00 p.m. on Friday. The normal workweek begins on Sunday, ends on the following Saturday, and usually consists of five (5) days, each eight (8) hours long, Monday through Friday. The workday (a consecutive 24-hours period) begins at 12:01 a.m. and ends at midnight.

Each supervisor or manager is authorized to change the beginning and ending of daily working hours and/or meal periods to meet special work requirements, handle emergencies, or better serve our clients and/or the public interest.

7.6.2 Modifying/Exchanging Work Schedules

Modifying your work schedule or exchanging work schedules with other employees is normally discouraged. However, if it is necessary to modify or exchange schedules, notify your supervisor, who may authorize a modification or exchange if possible. Work schedule modifications and exchanges will not be approved for mere convenience or if the modification or exchange will result in disruption of or interference with normal operations or will result in excessive overtime.

Work schedules for temporary, seasonal, and part-time employees may be established on an individual basis and may vary from workweek to workweek. Your supervisor or manager may consider such factors as workload demands, amount and type of available funding, and employee skills when determining work schedules.

Note - All employees may be required to work weekends and evenings from time to time depending upon need.

7.6.3 Attendance

Punctuality and regular attendance are essential to the efficient operation of the Consortium. The Consortium would like you to be ready to work at the beginning of your assigned daily work hours, and to reasonably complete your projects by the end of your assigned work hours.

Employees are expected to report to work as scheduled, on time and prepared to start work. You are also expected to remain at work for your entire work schedule, except for meal periods and breaks or when required to leave on authorized Consortium business. Late arrival, early departure or other absences from scheduled work hours are disruptive and must be avoided.

You are required to advise your supervisor or manager if:

- you will be away from your work station for an extended period of time, to include when you expect to return,
- you are unable to report to work, or
- you will arrive late, to include when you expect to arrive.

7.6.4 Absences

From time to time, it may be necessary for you to be absent from work. Any employee who misses more than four (4) hours of work is considered to be absent, unless they are missing work due to vacation, holiday, military leave, administrative leave, or a leave of absence (including Family Medical leaves, jury duty or other time off protected by Federal or State law). The Consortium is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. Sick days, vacation days, personal necessity days, or administrative leave have been provided for this purpose. An "illness" may be defined as any illness or injury that would prevent you from completing your normal job duties.

7.6.5 Absence Reporting Procedures

When an absence is unavoidable, you must notify your supervisor or manager or the Director of Administrative Services at least one hour before your scheduled time to begin working for that day. If you are unable to call in yourself because of an illness, emergency or for some other reason, please be sure to have someone call in for you. If you are unable to reach a manager, you should call the next level manager. If you must leave during regular hours, the supervisor should be notified as soon as possible.

If you know in advance that you will need to be absent, please request this time off directly from your supervisor or manager.

An employee who fails to report to work on time and who fails to notify their supervisor, as required by the absence reporting procedures, shall be considered absent without notification. *Any employee who is absent from work without notification for three (3) or more consecutive days without notifying his or her supervisor or manager or the Director of Administrative Services will be considered to have abandoned his or her job and will be subject to immediate discharge.*

7.6.6 Lateness / Tardiness / Leaving Early

Unless prior approval for time off has been granted, an employee who reports to work after the established starting time, but within four (4) hours of the beginning of work, will be considered to be tardy and an employee who leaves work before the scheduled ending time is considered to have left early (unless tardy or leaving early for a reason covered by the Family Medical Leave Act).

If you're arriving to work late, please let your supervisor or manager know when you expect to arrive for work. If you need to leave early, you are required to seek prior approval from your supervisor or manager.

Excessive tardiness and early departures are not conducive to your success or ours and will not be tolerated. Excessive reprimands for tardiness or leaving early within any twelve month period may be cause for disciplinary action up to and including termination, unless mitigating circumstances apply.

7.6.7 Doctor's Notes

If you are or will be absent for three (3) or more consecutive work days due to illness or injury, you will be required to provide your supervisor or manager with a doctor's note stating that you have sought medical care, indicating the approximate date you will be able to return to work, and indicating what, if any, work related medical restrictions your doctor believes are appropriate.

You may also be required to provide a doctor's note verifying any illness or medical or dental appointments in any case where the Consortium has reasonable cause to believe that inappropriate use of sick leave may exist.

7.6.8 Excessive Absenteeism

A consistent pattern of questionable absences can be considered excessive, and may be cause for concern. Sick leave in excess of ninety-six (96) hours in any twelve (12) month period can be considered excessive, absent exigent circumstances. In addition, excessive lateness or leaving early without communicating to your supervisor or manager will be considered a lateness pattern and may carry the same weight as an absence. Other factors, like the degree and reasons for the lateness, will be taken into consideration.

Excessive excused absences will be considered on an individual basis. Your supervisor or manager will make a note of any absence or lateness, and their reasons, in your personnel file. Please be aware that excessive absences, lateness or leaving early may lead to disciplinary action, including possible dismissal.

Note: Information on the types of leaves offered and their qualification criteria are included in the "Leaves" section of this Employee Policies Handbook.

7.6.9 Break & Meal Periods

You are entitled to two (2) fifteen (15) minute paid breaks each work day. Normally these breaks will be scheduled at two different intervals, one prior to your meal period and one after your meal period. These breaks should be scheduled with your supervisor or manager. If you work in a department where breaks are not directly assigned, please coordinate with your co-workers to maintain adequate coverage at all times.

You will be required to take an unpaid meal break as determined by the Consortium (a minimum of thirty (30) minutes at the approximate midpoint of your work day) for each work period of more than five (5) hours. Meal periods are intended to be a break from your work and you are not expected to perform any work during your meal period*. Employees who work for more than 10 hours a day are entitled to take a second meal break that must start before the end of the tenth hour of the shift. The second meal break can be waived with the agreement between the employee and the supervisor provided the employee does not work for more than 12 hours and the first meal break was not waived*.

Supervisor and managers are authorized to control and set the time for breaks and meals so they are scheduled in a manner that maintains the smooth flow of department business. The time when meal periods are scheduled may vary among departments, depending on the needs of each department. Should you have any questions concerning your work schedule, please ask your supervisor or manager.

Employees cannot forego breaks in order to make up for a late arrival, take a longer lunch, or to leave work early. Employees cannot forego minimum lunch periods in order to make up for late arrival or to leave work early. Breaks cannot be used in setting flextime hours or accumulated for taking extra time off from work.

7.7 Low-Need Time

In the event that scheduled staff exceeds staffing needs, your supervisor or manager may need to temporarily reduce your working hours. Any temporary reduction in hours (low-need time) will be utilized in blocks of one hour or more based on, among other things, operations and requirements, as well as the skill, productivity, ability and past performance of those involved. Consideration may also be given to volunteers if possible and to the employee's length of service. Low-need time is non-paid time and will not result in the loss of benefits.

Low-need time can also be used for shifts currently working if staffing requirements decrease during the shift. However, prior to assignment of low-need time, the supervisor or manager should explore the possibility of shifting the employee to another area in which the employee is suitably qualified.

Employees who are assigned low-need time prior to the start of a shift will be given a minimum of two (2) hours' notice. If a minimum of two (2) hours is not provided, then the employee will be paid the difference between two (2) hours and the actual notice given.

Employees who have reported for a shift, and are assigned low-need time, will be paid a minimum of two (2) hours or for the time actually worked, whichever is greater.

7.8 Severe Weather & Emergency Conditions

In the event of severe weather conditions or other emergencies, the President/CEO or his or her designee may decide to close the Consortium for the remainder of the day. If this should occur, you will be notified as soon as possible by your supervisor or manager. For fulltime benefited employees, no loss of pay will occur as a result of early dismissal for this reason. Likewise, if you report to work and find that the Consortium is unexpectedly closed due to an emergency, no loss of pay will occur. Hourly employees will be paid a minimum of two (2) hours or for the time actually worked, whichever is greater.

If your supervisor or manager asks that you remain at work to complete assigned work duties after the Consortium has closed because of severe weather conditions or another emergency, you will be paid at regular time for the remaining hours that you work beyond the announced closing time.

Any employee who was on a previously approved leave day during a declared emergency shall not be charged leave for the emergency period.

8.0 Compensation

The objective of the Consortium's compensation philosophy is to attract good employees, meet the needs of all current employees and encourage well-performing employees to stay with our organization. With this in mind, our compensation program is built to balance both employee and the Consortium needs.

8.1 Wage & Salary Policies

8.1.1 Compensation Philosophy

It is the Consortium's desire to pay all regular employees' wages and salaries that are competitive with other employers in the marketplace in a way that will be motivational, fair and equitable. Compensation may vary with each individual and in compliance with all applicable statutory requirements.

The Consortium applies the same principles of fairness to all employees, regardless of organizational level, race, color, citizenship status, national origin, ancestry, gender, gender identity, sexual orientation, age, religion, creed, pregnancy, physical or mental disability or medical condition, marital status, veteran status, political affiliation, caregiving responsibilities, reproductive health decision making or any other factor protected by federal, state, or local law.

8.1.2 Basis for Determining Pay

Several factors may influence your rate of pay. Some of the items the Consortium considers are the nature and scope of your job, what other employers pay their employees for comparable jobs (external equity), what the Consortium pays their employees in comparable positions (internal equity), and individual as well as the Consortium's performance.

It is the Consortium's goal to have a current Job Description on hand which broadly defines your job responsibilities. A list of approved positions available at the Consortium, along with a corresponding salary schedule (range and steps), is set forth in Appendix A of this document.

A regular employee, at the time he/she is hired, is normally placed on the first step of the salary schedule designated for his or her job classification. An employee may request a higher step placement based on past job experience. Previous work related experience must exceed the entry level qualification. Such a request must be made in writing to the President/CEO. The President/CEO may approve such requests up to the third step. Requests for placement above the third step must be approved by Governing Board, at the recommendation of the President/CEO.

Advancement on the salary schedule is not automatic, but is based on a combination of:

- Performance
- Professional Growth
- Increased Efficiency
- Positive Attitude
- Teamwork

Generally, advancement is given to regular full-time (benefited) employees on the anniversary date of their employment (for their current position); however, step advances may be given prior to an anniversary date in instances when an employee has performed in an outstanding manner, and a manager or supervisor makes a recommendation to the President/CEO via a performance appraisal.

Regular hourly (non-benefited) employees, whether full-time or part-time, may also be considered for periodic step increases; however, hourly employees must accumulate at least 2,080 hours of time worked within any three (3) year period and must have the recommendation of their supervisor or manager before any step increase will be considered.

Conversely, a salary step increase may be withheld to any employee who fails to make satisfactory improvement after being notified in writing of areas needing improvement.

The salary increment will be paid to the employee beginning on their anniversary date (or when a step increase recommendation is approved).

8.1.3 Cost of Living Increases

Annual cost of living increases may be granted by the Governing Board of the Joint Powers Authority.

8.1.4 Temporary Assignment to a Higher Range

An employee who is temporarily required to work in a position in a higher salary range for more than five working days in any fifteen day period shall be paid at that higher salary for the period so engaged. Salary placement will be given at a step that provides at least a 5% salary increase; however, the increase cannot exceed the highest step (Step "E") designated for the higher range.

8.1.5 Temporary Assignment to Equal or Lower Range

When an employee is temporarily assigned to a position which is equal to or lower than their current assignment, they will retain their current rate of pay.

8.1.6 Wages

Wages include all compensation you receive for services performed. This may be in cash or in other forms and includes:

- Salaries
- Paid time off allowances

All earnings are paid through the Consortium payroll system and are subject to federal, state, and city taxes. Where federal, state, and city tax regulations require reporting of wages, the Consortium will adhere to these requirements.

8.1.6.1 Longevity Payment

The Consortium recognizes the importance of retaining staff and provides longevity pay for specific years of services. Longevity steps are considered an earned award intended to acknowledge and reward continuous service with the Consortium.

8.1.6.2 Eligibility for Longevity Payment

An employee is eligible to receive a longevity step after all the following criteria has been met:

- The employee has completed at least five (5) years of continuous service as a full-time employee (32-40 hours per week).
- The employee has received evaluations of satisfactory or above during such qualifying years.

8.1.6.3 Effective Date of Longevity Steps

When all requirements have been met for receiving a longevity step, the effective date for the increase shall be the first (1st) day of the employee's date of hire anniversary month.

8.1.6.4 Continuation of Longevity Steps

When an employee receives a promotion or reclassification the employee shall retain a longevity step as earned in the previous classification.

Any year during which an evaluation/review is not satisfactory or better, the year in which an unsatisfactory review was issued shall not be credited toward the next longevity step. Unsatisfactory evaluations/reviews shall include:

- Record of discussion
- Performance Improvement Plan (PIP)
- Letter of Reprimand
- Reduction in Pay Grade
- Suspension

8.1.6.5 Limitations on Longevity Steps

A maximum of four (4) longevity steps may be accumulated: one at the fifth (5^{th}) year of service, one at the tenth (10^{th}) year of service, one at the fifteenth (15^{th}) year of service, and one at the twentieth (20^{th}) year of service.

- Upon completion of the 5^{th} year of service that Consortium $100 per month will be added to the employees existing salary.
- Upon completion of the 10^{th} year of service that Consortium $200 per month will be added to the employees existing salary.
- Upon completion of the 15^{th} year of service that Consortium $300 per month will be added to the employees existing salary
- Upon completion of the 20^{th} year of service that Consortium $400 per month will be added to the employees existing salary

8.2 Computing Pay

The Consortium will compute your time on the basis of an eight (8) hour workday for regular hourly (non-benefited) employees or a twelve (12) month work year for regular full-time (benefited) employees.

8.2.1 Time Records

By law, we are obligated to keep accurate records of the time worked by employees. This is done by time sheets, absence reports, and/or other written or electronic documentation.

You are responsible for accurately recording your time. No one may record hours worked on another's timesheet. Tampering with another's time record is cause for disciplinary action, up to and including termination, of both employees. In the event of an error in recording your time, please report the matter to your supervisor or manager immediately.

8.2.2 Error in Pay

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, tell your supervisor or manager immediately. He/she will take the necessary steps to research the problem and to assure that any necessary correction is made promptly.

8.3 Pay Period & Hours

For payroll purposes and calculation of overtime, a workweek begins each Sunday at 12:01 a.m. and

ends Saturday at 12:00 a.m. Regular hourly (non-benefited) employees must submit a completed monthly time sheet to their supervisor or manager for approval. Full-time (benefited) employees must, verbally or by email, report any absences or intended absences to their supervisor or manager as well as payroll personnel. Full-time (benefited) employees must also report any absences during the pay period by submitting a monthly absence report to their supervisor or manager for approval. All time sheets and absence reports must be forwarded to the Business Services Office before the close of payroll on the 19th of each month (before payday). Any absences that occur between the 19th and the end of the month will be recorded in the following month's pay period.

8.3.1 Monthly Pay Cycle

The pay period for regular full-time (benefited) employees is from the first day of each month through the last day of the month. The pay period for regular hourly (non-benefited) employees ends on the 19th day of each month and includes hours worked since the 20th day of the previous month. The monthly pay schedule is made up of twelve (12) pay periods per year.

Payday for all employees is normally on the last regularly scheduled workday of the month. Changes will be made and announced in advance whenever Consortium holidays or closings interfere with the normal pay schedule. If a regular payday falls on a holiday, employees will be paid on the preceding workday.

Your paycheck stub will outline total earnings to date, mandatory deductions required by federal and state laws, and any voluntary deductions which you have authorized.

8.3.2 Payroll Contact

Payroll personnel in the Business Services Office are available to assist you with any questions you may have regarding wages, paychecks, etc.

8.3.3 Payroll Deductions

Mandatory deductions from paychecks are made in accordance with state and federal regulations. The Consortium will only withhold other deductions when authorized in writing by you, by a court order, or by the IRS.

The Consortium is required by law to make certain deductions from your paychecks. Among these are your federal, state and local income taxes and your contribution to Social Security as required by law. These deductions will be itemized on your paycheck stub. The amount of the deductions will depend upon your earnings and on the number of exemptions you claim your W-4 form. If you wish to modify this number, please request a new W-4 form from the Business Services Office immediately. Only you may modify your W-4 form. Verbal or written instructions are not sufficient to modify withholding allowances. We advise you to check your pay stub to ensure that it reflects the proper number of withholdings.

The W-2 form you receive annually reflects how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered garnishments, will be explained whenever the Consortium is ordered to make such deductions.

Note**:** Please see "Wage Garnishments" later in this section for further information.

8.3.4 Paycheck Distribution

Paychecks are normally available in the Business Services Office the morning of each payday and will require a signature to acknowledge receipt. Paychecks may also be directly deposited to the checking or

savings account you specify on the pay dates specified above. If your paycheck is not picked up by 5:00 p.m. on the Friday following payday, payroll personnel will mail your check to your home address currently on file.

8.3.5 Direct Deposit

Direct payroll deposit is the automatic deposit of your pay into the financial institution accounts of your choice. You may elect to have your pay deposited directly into a specified bank account.

Initial processing of direct deposit generally takes approximately two pay periods. To enroll, you must complete a Direct Deposit enrollment form.

In addition, it may be possible for you to authorize the Consortium to make additional deductions from your paycheck, such as for Christmas Clubs or payroll savings plans. Please contact payroll personnel for details and the necessary authorization forms.

8.4 Time Reporting

Hourly (non-benefited) employees are required to maintain daily time reports. It is your responsibility to accurately record daily starting and ending times, lunch periods and any time other than scheduled breaks.

Full time (benefited) employees submit monthly absence reports only to reflect used paid time off [(i.e., sick, bereavement, vacation, or other (admin leave, jury duty, military leave, FMLA)] or time off work without pay.

8.5 Other Paid Time

8.5.1 Flextime

Benefited, full-time employees may request a flexible schedule. Since the use of flexible hours may not be compatible with all work operations, flextime must be approved in advance by the supervisor or manager. In addition, the supervisor or manager is authorized to temporarily change the flextime schedule as necessary to accommodate special work requirements. All work units should ensure that offices serving the public are adequately staffed between 8:00 a.m. and 5:00 p.m. Flextime does not change the standard workweek. Flextime schedules must be established in writing.

8.5.2 Overtime

From time to time, non-exempt employees, either salaried or hourly, may be required to work overtime. The Consortium will attempt to distribute overtime evenly and accommodate individual schedules. Overtime will be paid to non-exempt employees in accordance with state and federal wage and hour laws as follows:

One and one-half (1½) times the employee's regular rate of pay for approved hours worked in excess of forty (40) hours in one workweek or more than 8 hours worked in one day. The workday begins at 12:01 a.m. and ends 24 hours later. A workweek begins each Sunday at 12:01 a.m. and ends Saturday at 12:00 a.m. (Holidays, paid time off days, bereavement leave, jury duty, etc. are not counted toward hours worked).

If, during that workweek, you were away from the job because of a job-related injury, paid holiday, jury duty, vacation day, or paid sick time, those hours not worked will not be counted as hours worked for the purpose of computing eligibility for overtime pay. Overtime compensation will be granted only when 40 hours are actually worked by the employee.

Please note if you are a non-exempt employee on an approved flexible work arrangement, overtime hours will be computed only on those hours worked in excess of a forty (40) hour workweek or a 10 hour workday (Fire Program Only). Exempt employees may have to work hours beyond their normal schedules as work demands require; no overtime compensation will be paid to exempt employees.

All overtime must be approved in advance by your supervisor or manager.

8.5.3 Call-Back Pay

Occasionally, your department may ask you to return to work after you have left the premises for the day, or you may even be asked to work on weekends or holidays. If this occurs, you will be guaranteed a minimum of two (2) hours of pay, or the actual time worked, whichever is greater. Call-back hours will be paid at the appropriate hourly rate (overtime if appropriate).

8.5.4 Pay for Mandatory Meetings or Training

The Consortium 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

Employees who are required to attend such meetings, lectures or training programs will be notified of the necessity for such attendance by their supervisor or manager.

Regular fulltime (benefited) employees shall be paid at the appropriate overtime rate to attend any meeting, lecture, or training program that is scheduled outside of normal working hours in excess of forty (40) hours in a week. Hourly (non-benefited) employees will be paid at their normal hourly rate of pay for actual hours spent in attendance of any mandatory meeting, lecture or training program.

8.5.5 Travel Time and Mileage Reimbursement

Time spent traveling on Consortium business, in excess of one (1) hour, may be included in regular hours worked after deducting the comparable time for travel to and from home and regular place of employment. Employees who have received prior authorization from their supervisor or manager to use their personal vehicle for business travel will also be reimbursed at the prevailing IRS mileage allowance. The mileage reimbursement rate covers all vehicle expenses including gas, insurance, and depreciation. It is important that you consider company time when traveling to job alternate sites, so that any personal errands you might complete do not impact your effectiveness in meeting your responsibilities to the Consortium.

Note: This section does not apply to those employees who are provided with a Consortium take-home vehicle.

8.5.6 Working on Consortium Paid Holidays

Employees are not normally scheduled to work on Consortium paid holidays. However, should the Consortium require an employee to work on a recognized paid holiday, they shall be compensated as follows:

Non-exempt, full-time (benefited) employees: paid at their regular rate of pay and, in addition, one and one-half (1½) times their regular rate of pay for each hour worked on the holiday.

Exempt full-time (benefited) employees: receive an alternate day off in lieu of the holiday. The employee's manager must approve the alternate day off.

Hourly (non-benefited) employees: paid at their normal hourly rate of pay for actual hours worked on the holiday.

Note**:** Please see the Paid Holidays section in the chapter entitled "Paid Time Off" of this Employee Policies Handbook for further information.

8.6 Compensatory Time Off

The Consortium does not normally offer compensatory time off ("comp time") to any Consortium employee in lieu of overtime pay for overtime hours worked. However, if compensatory time is granted by a supervisor or manager, the following polices shall apply:

8.6.1 Advance Approval and Documentation

Employees must obtain approval from their supervisor or manager in advance before any overtime worked can be designated as comp time. Any and all comp time earned and used must be documented, recorded, and tracked by supervisors or managers.

8.6.2 Accrual Rates and Limits

If you are a non-exempt or hourly employee, compensatory time is earned at the same rate as overtime pay: one and one-half (1½) hours for each hour of overtime worked.

If you are an exempt employee who is required by your supervisor to work continuous, extensive extra hours, you may, at the discretion of your manager, take compensatory time off work. You are not entitled to receive compensatory time off on an "hour for hour" basis, nor are you entitled to any extra pay in lieu of comp time.

In any case, employees may accrue no more than sixty (60) hours of comp time. For non-exempt or hourly employees, any hours in excess of the sixty hour accrual limit shall be paid at the overtime rate.

8.6.3 Use of Comp Time

Any compensatory time must be used within sixty (60) days of its being earned. Each supervisor or manager may, at his/her discretion, permit or require an employee to take compensatory time off at specific times in order to have the least impact on operations. Accrued compensatory time must be taken before vacation leave can be used, provided this does not cause the employee to lose vacation due to established maximum accruals. Accrued compensatory time must be exhausted before a leave without pay begins. Comp time scheduling will be done on a prior approval basis, and will be scheduled to meet both the needs of the employee and the Consortium. If, due to work load, non-exempt or hourly employees are not permitted to use comp time within sixty (60) days of it being earned, the unused portion will be paid out at the overtime rate.

8.7 Payroll Advances

The Consortium does not normally permit advances against paychecks. However, under extreme emergencies or extenuating circumstances, an employee may request an advance from the Vice President of Administrative Services. If the request is granted, the employee shall bear any and all additional expenses associated with the issuance of a special pay warrant.

8.8 Wage Garnishments

The Consortium must adhere to legally imposed wage assignments and garnishments and will not modify the terms of those legal arrangements unless ordered to by a court. You will be notified when court-ordered deductions are to be taken from your paycheck.

The Consortium acts in accordance with the Federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from your paycheck. The Consortium will deduct nominal administrative costs as allowed by statute in compliance with wage assignment and garnishment orders.

Note**:** Please see the Mandatory Deductions from Paycheck Policy earlier in this section for further information.

8.9 Temporary Employees

Temporary or contract employees may occasionally be hired for a specified project or time frame. Temporary or contract employees work an irregular schedule of fewer than twenty (20) hours per week. Employees in a non-exempt, temporary position will be paid by the hour. A temporary employee in an exempt position will be paid according to the terms of hire for that individual. The Consortium does not provide additional compensation or benefits to temporary employees.

Temporary or contract employees are not eligible to accrue vacation or personal time and are not eligible to receive regular employee benefits. A temporary or contract employee working beyond forty (40) hours in one workweek (Monday through Sunday) will be compensated at time-and-one-half of his/her hourly rate for all hours worked beyond forty (40).

9.0 Performance Management

9.1 Performance Evaluations

Performance evaluations are important tools to be used to encourage efforts that drive the success of the Consortium. The purpose of such evaluations is to provide both you and your manager with the opportunity to discuss your job tasks, encourage and recognize strengths, identify and correct weaknesses and discuss methods for improving your performance. However, please understand that a positive performance evaluation does not guarantee an increase in salary, a promotion, or continued employment. Compensation adjustments and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the sole discretion of the Consortium.

In addition to formal performance evaluations, the Consortium encourages you and your manager to discuss your job performance informally on an ongoing basis.

9.1.1 Performance Reviews

Because we want you to grow and succeed in your job, the Consortium conducts a formal review once a year for each regular full-time employee, on or before his or her anniversary date. New employees will be reviewed near the end of their Probationary Period. Interim employees will be reviewed periodically throughout their interim period of service. Hourly employees will be reviewed each time they have accumulated 2,080 hours of service. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

During a formal performance review, your supervisor or manager may cover the following areas:

- Work Performance
- Communications
- Interpersonal Skills
- Attendance
- Safety Compliance
- Knowledge/Skills
- Decision Quality
- Working Relationships

Additional areas may also be reviewed as they relate to your specific job.

Your review provides a golden opportunity for collaborative, two-way communication between you and your supervisor or manager. This is a good time to discuss your interests, short and long term goals and objectives, and professional growth opportunities. Your supervisor or manager is interested in helping you to progress and grow in order to achieve personal as well as work-related goals - perhaps he/she can recommend further training or additional opportunities for you. The performance review gives your supervisor or manager an opportunity to suggest ways for you to advance and make your job at the Consortium more fulfilling.

Salary increases and promotions are solely within the discretion of the Consortium and depend upon many factors in addition to performance. After the review you will be required to sign the evaluation report. Signing the report DOES NOT indicate agreement, but simply acknowledges that it has been presented and discussed with you by your supervisor or manager, and that you are aware of its

contents. In the case of a poor performance evaluation, you will likely be placed on a performance improvement plan. Your success in this plan will determine if there will be further disciplinary action taken.

Your supervisor or manager can answer any questions you may have about the performance review process.

9.2 Transfer & Promotion Policy

The Consortium encourages employees to assume higher-level positions or lateral transfers for which they qualify. The Consortium has a policy of providing our employees with every opportunity for advancing to other positions within the Consortium. However, in the best interests of the Consortium, outside applicants will also be considered for any and all job openings.

If you wish to apply for a promotion or transfer, please first discuss it with your supervisor or manager so that it may be determined if your skills, abilities and experience fit the requirements of the desired job. You may also feel free to discuss your career aspirations with your supervisor or manager at any time. An employee who wishes to formally apply for an open position must complete an Employment Application and submit it to the Human Resources department. The application will be reviewed to determine if the internal applicant is a potential match for a position. If the employee meets the minimum qualifications for the position, he or she will be allowed to participate in the competitive selection process.

Promotions and transfers are made without regard to race, color, citizenship status, national origin, ancestry, gender, gender identity, sexual orientation, age, religion, creed, pregnancy, physical or mental disability or medical condition, marital status, veteran status, political affiliation, caregiving responsibilities, or any other factor protected by federal, state or local laws. Each transfer or promotion is judged on an individual basis through a competitive selection process, depending on the needs of the Consortium.

South Bay Regional
Public Safety Training Consortium

Annual Performance and Appraisal Report

Date

Name

Position

Manager/Supervisor

At the beginning of each year, you are requested to plan this year by envisioning your long-term and short-term goals as well as your professional growth. You may either submit those on separate sheets of paper and attach them to your appraisal report, or include them on the lines provided.

Long-term goals and objectives

Short-term goals and objectives

Professional growth

	Narrative
1. Work Performance	
a. Completes tasks on time	
b. Work quality	
c. Productivity	
d. Works independently without close supervision	
e. Organizational skills/abilities	
2. Communications	
a. Reports to proper supervisor(s)	
b. Understands instructions easily	
c. Communicates ideas well	
3. Interpersonal Skills	
a. Working relationships with others	
b. Relationships with clients/customers	
c. Relationship with supervisor/manager	
4. Attendance	
a. Overall attendance record	
b. Absences	
c. Punctuality	
d. Use of leave does not adversely affect department's productivity	
5. Safety Compliance	
a. Attends required safety meetings	
b. Keeps workplace in safe condition	
c. Puts safety over production	
6. Knowledge/Skills	
a. Meets job requirements	
b. Applies knowledge/skills to job	
c. Adds to knowledge skills	
d. Attempts to keep current on job knowledge and skill	
7. Decision Quality	
a. Researches alternative for quality decisions	
b. Makes valid decisions under stressful or tactical situations	
c. Engages others involved in decision making	
8. Working relationships	
a. Accepts supervision and constructive criticism	
b. Functions well as member of a team	
c. Observes the chain of authority	
d. Demonstrates flexibility to new or changing work situations	

This report was discussed with me _____ _____

Employee Signature Date

Report reviewed by _____ _____

Immediate Supervisor Date

Recommendations

10.0 Professional Standards

10.1 What You Can Expect From the Consortium

The Consortium believes in creating a harmonious working relationship between all employees. In pursuit of this goal, the Consortium has created the following employment objectives:

- Promote an exciting, challenging, and rewarding workplace and experience.
- *Select people on the basis of ability, attitude, character, skill, and training without discrimination regarding race, color, citizenship status, national origin, ancestry, gender, gender identity, sexual orientation, age, religion, creed, pregnancy, physical or mental disability or medical condition that does not prohibit performance of essential job functions, marital status, veteran status, political affiliation, caregiving responsibilities, reproductive health decision making or any other factor protected by federal, state, or local laws*.
- Compensate all employees fairly.
- Provide vacation, sick leave, and holidays to all eligible employees as well as administrative leave to supervisory, confidential and management employees (i.e., those exempt from overtime pay claims).
- Provide eligible employees with health benefits.
- Assure employees, after talking with their manager, an opportunity to discuss any issue or problem with directors of the Consortium.
- Take prompt and fair action on any complaint which may arise in the everyday conduct of our business.
- Respect individual rights, and treat all employees with courtesy and consideration.
- Maintain mutual respect in our working relationship.
- Provide buildings and offices that are comfortable, orderly and safe.
- Promote employees on the basis of their ability and merit.
- Provide opportunities for career development and advancement whenever practical.
- Keep all employees informed of the progress of the Consortium, as well as the Consortium's overall goals and objectives.
- Promote an atmosphere in keeping with the Consortium's vision, mission, and goals.

10.2 What the Consortium Expects From You

In turn, the Consortium needs your help in making each working day enjoyable and rewarding. Your responsibilities are to:

- Know your own duties and how to do them promptly, correctly and pleasantly.
- Cooperate with management and your fellow employees in an effort to maintain a good team attitude.

- Perform every task to the very best of your ability and be aware of how your personal performance impacts other employees and departments and how it can impact the entire service offered by the Consortium.
- Grasp opportunities for personal development offered to you. This manual offers insight on how you can perform positively and to the best of your ability to meet and exceed the Consortium's expectations.
- Voice your opinions and contribute your suggestions to improve the quality of the Consortium. (Refer to the "Creative Solutions Program" at the end of this section.)
- Communicate effectively with each other and with management.
- Create the pleasant and safe working conditions that the Consortium intends for you. The result will be better performance for the Consortium overall and personal satisfaction for you.

10.3 Business Conduct

Gifts and gratuities (i.e., food, wine, tickets to sporting events, etc) worth more than $50 that you receive from clients, vendors or others as a result of your employment status with the Consortium potentially create a conflict of interest. *Should you receive such a gift, you should notify your manager or the Director of Administrative Services immediately*. It may be appropriate to share the gift with other employees in the Consortium, or to return it, depending upon the specific circumstances. Any action or behavior on your part with respect to such gifts that may be considered unethical or a poor business practice may result in disciplinary action, up to and including termination of your employment.

10.4 Conflicts of Interest

All Consortium employees are expected to scrupulously avoid any and all situations where there could be or appear to be, a relationship with an outside party which might affect the proper exercise of judgment on the part of the employee. Outside parties include, but are not limited to, students, clients, vendors, stakeholders, business partners, competitors, and contractors. It is incumbent upon all employees to avoid actual conflicts of interest as well as any potential perception of conflicts of interest. Any problematic relationship or potential conflict that you encounter should be divulged to your supervisor or manager to that any potential conflict of interest can be rectified or eliminated. If you are unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest, discuss it with your supervisor or manager for clarification.

10.5 Student and Client Relations

We are a service and training business and the success of the Consortium depends upon the quality of the relationships between the Consortium, our employees, students, clients, suppliers and the general public. Our students' and clients' impression of the Consortium, and their interest and willingness to do business with us, is greatly formed by the people who serve them. In a sense, regardless of your position, you are the Consortium's ambassador. The more goodwill you promote, the more our students and clients will respect and appreciate you, the Consortium and the Consortium's services.

Below are several performance guidelines you should use to help give students and clients a good impression of the Consortium. These are the building blocks for our continued success.

- Act competently and deal with students and clients in a courteous and respectful manner. Never argue with a student or client. If a problem develops or if a student or client remains dissatisfied, ask your supervisor or another senior manager to intervene.
- Communicate pleasantly and respectfully with other employees at all times.
- Follow up on questions promptly, provide businesslike replies to inquiries and requests for services, and perform all duties in an orderly manner. Never regard a student's or client's question or concerns as an interruption or an annoyance. Student and client inquiries, whether in person or by telephone, must be addressed promptly and professionally. Through your conduct, show your desire to assist the student or client in obtaining the help he or she needs. If you are unable to help a student or client, find someone who can.
- Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received.
- All correspondence and documents, whether to students, clients or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.
- Take great pride in your work and enjoy doing your very best.
- These performance guidelines apply to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

10.6 Confidentiality

Each employee is responsible for safeguarding confidential information obtained during employment. In the course of your work, you may have access to confidential information regarding the Consortium, its suppliers, its students and clients or perhaps even fellow employees. It is your responsibility not to reveal or divulge any such information unless you have been authorized by the President/CEO or other senior manager to do so. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and disciplinary and/or legal action may be taken by the Consortium.

10.7 Off-Duty Conduct

While the Consortium does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Consortium's legitimate business interests. For this reason, employees should be aware of the following policies:

- Employees are expected to conduct their personal affairs in a manner that does not adversely affect the Consortium's or their own integrity, reputation or credibility.
- Any off-duty conduct on the part of an employee that adversely affects the Consortium's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

10.8 Outside Employment

If you are employed full-time by the Consortium, second jobs are strongly discouraged. In any case, the following types of outside employment are strictly prohibited:

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

Employees who wish to engage in outside employment must submit a written request to the Director of Administrative Services, explaining the details of the outside employment. If the outside employment is authorized, the Consortium assumes no responsibility for the outside employment. The Consortium will not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of outside employment. Authorization to engage in outside employment can be revoked at any time.

10.9 Open Communication Policy

The Consortium encourages you to discuss any minor issue you may have with a co-worker directly with that person. If a resolution is not reached, please arrange a meeting with your supervisor or manager to discuss any concern, problem, or issue that arises during the course of your employment. Any information discussed in an Open Communication meeting is considered confidential. Retaliation against any employee for appropriate usage of Open Communication channels is unacceptable. Please remember it is counterproductive to a harmonious workplace for employees to create or repeat rumors or office gossip. It is more constructive for an employee to consult his/her supervisor or manager immediately with any questions or concerns.

10.10 Problem Resolution Process

Any problems, complaints, questions or concerns that you may encounter during the course of your employment with the Consortium should be brought to the immediate attention of your supervisor or manager, who stands willing to interact with you at any time. We ask that you take incidents or concerns first to your supervisor, following these steps:

- As soon as possible after the occurrence, bring the situation to the attention of your immediate supervisor who will then investigate and provide a solution or explanation.
- *If the problem persists, you may put it in writing and present it to the Director of Administrative Services who will investigate and provide a solution or explanation. It is recommended that you bring the matter to the Director of Administrative Services as soon as possible after you believe that your immediate supervisor has failed to resolve the matter*.

- If the problem is not resolved, you may present the problem in writing to the President/CEO who will attempt to reach a final resolution.

This procedure, which we believe is important for both you and the Consortium, cannot result in every problem being resolved to your satisfaction. However, the Consortium values your input and you should feel free to raise issues of concern, in good faith, without fear of retaliation.

10.11 Creative Solutions Program

We encourage all employees to bring forward their suggestions and good ideas about how the Consortium can be made a better place to work and/or services to our students and clients enhanced or improved. When you see an opportunity for improvement, please talk it over with your supervisor or manager. S/He can help you bring your idea to the attention of the people in the Consortium who will be responsible for possibly implementing it.

Anyone wishing to advance an idea is requested to put it in writing and forward it to the Director of Administrative Services, who will contact the employee for clarification, as needed, and further discussion before the idea is introduced to staff at a future Administrative Staff meeting. The management team, together with working groups affected by the suggestion, will then get together to review the suggestion/idea, evaluate the efficacy and feasibility of the proposal, and prioritize its importance. The suggestion maker will be, as much as possible, included in the process, or at least consulted, as we consider the proposal.

All suggestions are valued. When a suggestion from an employee has particular merit, we provide for special recognition of the individual(s) who had the idea.

We have created a form to help you communicate your ideas and suggestions. We call it the "Creative Solutions Form." You can get a copy of the form from your supervisor or manager at any time. It's a template written to help you define the problem or situation, describe an ideal situation and your proposed solution, as well as list the requirements necessary for implementing your plan. The form also insures that you get maximum recognition for your contribution.

10.12 Meet and Confer

The Consortium recognizes that it must seek to discharge organizational responsibilities in a fashion that promotes meaningful bilateral discussion and resolution. While not required under any California Labor Code statute to negotiate wages, hours and conditions of employment with its employees, the Consortium, in furtherance of its commitment to sponsor a fair and comprehensive benefits program, agrees to "meet and confer" with employees and/or designated representatives of said group, relating to matters which *materially affect*, and/or have a *substantial impact* on personnel employment policies, practices and general working conditions.

Toward that end the Consortium has established a forum and mechanism to "meet and confer" with its employees on work related matters which have a *material* or *substantive* impact. For purposes of this policy, *material affect* and *substantial impact* shall mean a financial impact or create a significant change in working conditions.

The goal of any "meet and confer" process is to seek positive exchange of information and ideas, mutually acceptable alternatives, satisfactory resolution and, whenever possible, consensus. However, nothing in this policy shall compel the Consortium and its employees to reach agreement on intended changes by management.

10.12.1 Establishment of Employee Representation Committee

Every Consortium employee is entitled and encouraged to advance work related issues which he/she feel would benefit from further review and discussion with management. Proposed changes by management which materially affect and/or substantially impact may and should be championed by the Employee Representation Committee (ERC).

Each of the following work units will select one (1) co-worker to represent their respective work group on the ERC at "meet and confer" sessions with management.

Instructional Services
Basic Academy
Fiscal/Personnel
In-Service Coordinators
Facility Operations
Information Technology/Media

Selection of unit ERC representatives need not be conducted in a formalized process. Participation by unit representatives can be fluid and may change depending on a variety of factors including expertise, availability and level of interest.

All work unit representatives need not be assembled for "meet and confer sessions" which do not affect their specific work units. However, unless prohibited by personnel confidentiality regulations, information and ideas exchanged, as well as decisions reached as a result of "meet and confer" discussions, will be shared with those non effected work units so as to ensure the continuity of communication and to avoid any unintended impact on other work groups.

11.0 Benefits

The Consortium is committed to sponsoring a comprehensive benefits program for all eligible employees. In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits which will enhance your job satisfaction. A good benefits program is a solid investment in the Consortium's employees. The Consortium will periodically review the benefits program and will make modifications as appropriate to the Consortium's eligibility condition. The Consortium reserves the right to modify, add or delete the benefits it offers, with the approval or at the direction of the Governing Board of the Joint Powers Authority.

11.1 Eligibility for Benefits

If you are a regular or interim, full-time (benefited) employee you are entitled to all of the benefits described in this Employee Policies Handbook as soon as you meet the eligibility requirements for each particular benefit. Coverages are available to you, your spouse or domestic partner, and your dependents as defined in the benefit summary plan descriptions.
If you are a regular hourly employee (full-time or part-time), you will enjoy only those benefits specifically required by law, provided that you meet the minimum requirements set forth by law and in the benefit plan(s).

Temporary, ancillary, and contract employees are not eligible for benefits.

Medical Benefits or Variable Hour Employees:

- Employee must work an average of 30 hours per week (minimum of 130 hours per month) for 60 days to be eligible for benefits. Coverage, if elected, will begi9n on the first of the month following the 60 day waiting period.
-The employees may choose individual or family coverage, but must take all benefits offered to full time employees
-In the event the employee does not work at least 130 hours per month and has elected benefits, they will be considered eligible for COBRA Coverage the first day of the following month. This will allow an employee and their eligible enrolled dependents to continue their coverage by paying the insurance premiums directly to our COBRA administrator.
-All hours worked must be pre-approved by a supervisor or manager.

11.2 Insurance Benefits

The Consortium is dedicated to the health and well-being of both you and your family and is proud to provide eligible employees with a package of comprehensive benefits. The Consortium periodically reviews the benefits which are provided to employees, and reserves the right to revise, supplement or rescind any such policies, programs or employee benefits as it deems appropriate. Many of these benefits and their coverage are described in the benefits program booklet or Summary Plan Descriptions, which are available from the Business Services Office. The precise terms of each benefit are subject to the contracts of insurance and other plan documents that govern that benefit.

11.2.1 Waiting Period for Group Insurance Coverage

You become eligible for all of the group insurance coverages listed below on the 1st of the month following your date of hire.

11.2.2 How to Add Dependents or Switch Health Care Plans

You may add new dependents at any time during the first thirty (30) days after the qualifying event (e.g., births, adoptions, marriages, and declarations of domestic partnership) by completing and filing the

applicable carrier enrollment forms along with the supporting documentation (e.g., birth certificates, adoption papers, marriage certificates, or declarations of domestic partnerships). If you do not enroll your new dependent within this period, the new dependent will not be allowed into any plans until the next open enrollment period.
The open enrollment period for adding dependents or for switching to a different health care plan is once a year during the month of June. Dependent coverage or health plan changes will become effective on the first day of July following the June open window.

11.2.3 Termination of Coverage

Coverage for you and/or any dependents will terminate at the end of the month following any one of the following events:

- The employee leaves the Consortium.
- The employee is no longer eligible to participate in health and benefit plans (for example, due to decreased working hours).
- The group plan is terminated for any reason.
- *A spouse, domestic partner, or dependent ceases to meet the definition or qualifications as required by our health and benefit plans. In such an instance, the employee is obligated to write a brief letter stating the termination of the relationship or change in dependent status as well as complete any applicable forms required for termination of benefits and deliver these to the Director of Administrative Services.*

According to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, in the event of your termination of employment with the Consortium or loss of eligibility to remain covered under our group health insurance program, you and your eligible dependents may have the right to continued coverage under our health insurance program for a limited period of time at your own expense. *Consult the Director of Administrative Services for details.*

11.2.4 Types of Insurance Coverages

The following benefits are provided, as defined and limited in the literature provided by our insurance companies:

- Medical Care Coverage
- Dental Care Coverage
- Vision Insurance, Medical Eye Services
- Long Term Disability Insurance
- Group Life & Accidental Death and Dismemberment Insurance
- Employee Assistance Program (EAP)

Upon enrolling, you will obtain summary plan descriptions describing your benefits in detail. The Consortium will pay for the full cost (100%) of this program for both the employee and the dependent insurance coverages.

11.2.5 Health / Dental / Vision Insurance

Today's many health insurance plans and options can be confusing and complicated. That is why the Consortium has taken the time to carefully review the coverages and plans available. We have selected the plans we feel provide the best coverage for our employees. Refer to the literature provided by our insurance companies for details on your health / dental / vision coverage.

11.2.6 Long Term Disability Insurance

As a Consortium employee, you do not pay into State Disability Insurance, nor does the Consortium on

your behalf. However, if you are a full-time, regular (benefited) employee, you are eligible to participate in the Consortium's long term disability plan. Disability insurance is designed to assist you with your income should you become partially or totally disabled and are unable to perform the essential functions of your job. This plan provides a monthly income benefit after a 90-day waiting period or the end of all accumulated leave banks, which ever comes last, if you become totally disabled (as determined by a physician) as a result of accident or illness occurring on or off the job. This pro-rated benefit pays up to two-thirds of your monthly salary to a maximum determined by your job classification.

Refer to your Summary Plan Description for the maximum duration of benefits and other details regarding your disability insurance. You may obtain the Summary Plan Description from the Business Services Office.

Note: Also, please see the Long Term Medical or Disability Leave section in the "Unpaid Time Off" chapter of this Employee Policies Handbook for further information.

11.2.7 Life, Accidental Death & Dismemberment, and Dependent Life Insurance

If you are a regular full-time (benefited) employee of the Consortium, you are covered by our Group Life, Accidental Death & Dismemberment Insurance. This is a declining term life insurance policy which pays a lump sum benefit in the event of loss of life, limb, or sight. The amount of the insurance benefit is based upon your annual salary and age. The same provisions apply to your dependents, subject to a maximum benefit amount of $1,500 (one thousand, five hundred dollars) for dependents' coverage. You may change your beneficiary whenever you wish by submitting the appropriate documents to the Business Services Office. Refer to the literature provided by our insurance company for details on your life, accidental death & dismemberment insurance coverage.

11.2.8 Medical Waiver (Opt-out)

Qualified full-time employees may voluntarily waive their option to enroll in a Consortium sponsored major medical benefit plan in exchange for which the Consortium will provide an "in lieu of medical benefit payment of up to $4000 per year paid in equal quarterly installments after first providing written notice of such intent and proof of alternate medical coverage.

In the event of some unforeseen and non-preventable loss of self-sponsored benefits, the employee will be entitled to re-enroll in a Consortium sponsored medical benefits plan within the first 63 days following termination of the employee's self-sponsored plan.

11.3 Employee Assistance Program

The Consortium also offers an Employee Assistance Program (EAP). The EAP provides a confidential, easily accessible professional counseling service for our employees whose personal problems are affecting their abilities to function effectively at work or home. This service is available to all full-time (benefited) employees, their spouses and listed dependents. Arrangements will be made for you or a member of your family who has questions concerning legal, family, or financial issues, child care, elder care, relationships, substance abuse or addiction questions and concerns, work-related issues and any mental health issue.

Confidentiality is one of the most important aspects of this program. If you contact the Employee Assistance Program directly no one in the Consortium will know unless you tell them. No information concerning the nature of your problem will be released without your written consent. The Consortium assumes the costs for the Employee Assistance Program.

11.4 Government Required Coverage

11.4.1 Workers' Compensation

All employees are entitled to Workers' Compensation benefits. This coverage is automatic and immediate in the event of an on-the-job injury. An on-the-job injury is defined as an accidental injury suffered in the course of your work, or an illness which is directly related to performing your assigned job duties. This job-injury insurance is paid for by the Consortium. If you cannot work due to a job-related injury or illness, Workers' Compensation insurance pays your medical bills and provides a portion of your income until you can return to work.

If you are injured while working, the injury must be reported in writing to your supervisor or manager and the Vice President of Administrative Services immediately, regardless of how minor the injury may be. The Consortium must be informed of any work-related injuries in order to comply with federal and state injury record keeping requirements. Prompt reporting is the key to prompt benefits. Benefits are automatic, but nothing can happen until your employer knows about the injury. Insure your right to benefits by reporting every injury, no matter how slight.

If medical treatment is required for a work-related injury, you will need to complete the necessary forms prior to your visit with the doctor, except in the case of an emergency. The Consortium will direct the employee to a physician of the Consortium's choice for treatment, unless you have previously completed and have on file at the Consortium a Pre-designated Physician form, signed by your doctor, indicating your desire to be treated by a particular physician.

After consulting with a physician for a work-related injury, you are required to report directly back to your supervisor or manager. If the treating physician sends you home, then you will need to contact your supervisor or manager prior to returning to work. If, at the time of injury, a physician's visit is not required but later you feel you need to see a physician, you must notify your supervisor or manager and the Vice President of Administrative Services immediately. It is extremely important that any injured employee follow these procedures.

Although the Consortium will pay for the time lost because of a work-related accident during the remainder of the normal workday in which the accident occurs, Workers' Compensation payments for lost wages aren't made for the first three (3) days that you are unable to work (including weekends). However, if you are hospitalized or off work for more than two (2) weeks, payments will be made even for the first three (3) days.

Employees returning to work after being absent due to any work-related injury for more than one day must report to their supervisor or manager prior to beginning work and must bring a doctor's clearance for returning to work. The doctor's clearance must indicate what, if any, work related medical restrictions your doctor believes are appropriate.

11.4.2 Workers' Compensation Fraud

The Consortium will not tolerate Workers' Compensation fraud under any circumstances. Insurance fraud is a felony; any employee found guilty of such conduct may be subject to fines, imprisonment, and immediate termination of employment. The Consortium may grant rewards to those employees who provide information leading to the arrest and conviction of a perpetrator. Any such information should be reported in confidence to a manager.

11.4.3 Recreational Activities & Programs

Workers' compensation benefits are not available to employees injured as a result of voluntary

participation in an off-duty recreational, social, or athletic activity not required as part of the employee's work-related duties.

11.4.4 Unemployment Compensation

Depending upon the circumstances, employees may be eligible for Unemployment Compensation upon termination of employment with the Consortium. Eligibility for Unemployment Compensation is determined by the Division of Unemployment Insurance of the State Department of Labor. The Consortium pays the entire cost of this insurance program.

Unemployment compensation is designed to provide you with a temporary income when you are out of work through no fault of your own. For your claim to be valid, you must have a minimum amount of earnings determined by the State, and you must be willing and able to work. You should apply for benefits through the local State Unemployment Office as soon as you become unemployed.

11.4.5 Social Security

The United States Government operates a system of mandated insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your weekly wages to the trust fund from which benefits are paid. As your employer, the Consortium is required to deduct this amount from each paycheck you receive. In addition, the Consortium matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

Your Social Security number is used to record your earnings. Employees are encouraged to protect your Social Security record by ensuring your name and Social Security number on your pay stub and W-2 Form are correct. You may also want to make sure your earnings statement is accurate each year by requesting a Personal Earnings and Benefit Estimate Statement from the U.S. Social Security Administration by calling 1-800-772-1213 or you may even access them on-line at www.ssa.gov.

11.5 Retirement Plan

The Consortium offers a voluntary participation, defined contribution retirement plan (457B) to all full-time (benefited) employees. All regular or interim, full-time (benefited) employees who have completed six (6) months of service as defined by the plan are eligible to participate. Participation in the plan begins on the first day of the month following completion of the plan’s eligibility requirements.

The details regarding employee contributions, vesting, matching percentage, administration, and investments options are provided in the plan description document, which should have been given to you along with this Employee Policies Handbook during your new employee orientation. If you have any questions regarding the retirement plan, please contact the Business Services Coordinator.

11.6 Other Benefits

11.6.1 Employee Training and Continuing Education

The Consortium may arrange for employees to attend training programs, seminars, conferences, lectures, meetings or other outside activities for the benefit of the Consortium and/or which enable you to progress in your technical knowledge of your job and/or improve staff skills in conducting Consortium business. If you are required and scheduled by the Consortium to attend training, you will be paid to attend and associated fees and costs will be paid by the Consortium.

If you become aware of and wish to attend a particular activity that you believe is appropriate for enhancing your job performance or improving your skills to conduct Consortium business, you must submit a training request form to your supervisor or manager for prior approval at least thirty (30) days in

advance of the activity. The request must detail all relevant information, including date, hours, location, cost, expenses, and nature, purpose and justification for attendance.

If approved by your supervisor, the request must be submitted to the President/CEO or his/her designee for final approval. If it is determined that the training is related to your current job and would help maintain or improve your knowledge and skills required for that job, the Consortium will allow you attend on duty and may, at the discretion of the President/CEO, pay all of the applicable fees and costs. If the training is not job related, you may still seek approval to attend; however, you will be required to use vacation time and will be required to pay all associated expenses on your own. Keep in mind that budget restrictions and work schedules may have an impact on your obtaining approval.

Where attendance is required or authorized by the Consortium, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Customary and reasonable expenses generally include registration fees, materials, meals, transportation and parking. *Reimbursement policies regarding these expenses should be discussed with the Director of Administrative Services 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 normal working hours, at formal or informal educational sessions, even if such sessions may generally lead to improved job performance. While the Consortium generally encourages all employees to improve their job skills and promotional qualifications, such activities will not be subject to this policy regarding reimbursement or compensation unless prior written approval is obtained as discussed above.

12.0 Paid Time Off

12.1 Paid Holidays

All full-time (benefited) employees who work a minimum of twenty-five (25) hours per week are eligible for holiday pay on a prorated basis. Because our main office is located on the campus of Gavilan College, we coordinate our schedule to coincide with that of the college and those days the main campus is closed. The Consortium observes the following eighteen (18) paid holidays each calendar year:

- *New Year's Day (January 1st)*
- *Dr. Martin Luther King Jr.'s Birthday*
- *Presidents Weekend (Friday & Monday in February)*
- *Friday Floating Holiday (March or April TBD)*
- *Memorial Day (Last Monday in May)*
- *Juneteenth (June 19th)*
- *Independence Day (July 4th)*
- *Labor Day (First Monday in September)*
- *Veteran's Day (November 11th or another)*
- *Thanksgiving Day (designated Thursday in November)*
- *Day After Thanksgiving (Friday following Thanksgiving Day)*
- *Christmas Eve (December 24th)*
- *Christmas Day (December 25th)*
- *New Year's Eve (December 31st)*
- *Floating Holidays (set annually by the Consortium)*

12.1.1 Holiday Policies

When a holiday falls on a Sunday, the following Monday shall normally be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall normally be deemed to be the holiday. However, the Consortium may close on another day or grant compensating time off instead of closing. Holiday observance will be announced in advance.

In order to be eligible for holiday pay, you must be regularly scheduled to work on the day on which the holiday is observed. You must also work your regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your supervisor or manager.

If you are on previously approved vacation during a period of time that includes a paid holiday, you will be charged vacation leave hours only for the non-holiday workdays during your vacation period.

You are not eligible to receive holiday pay when you are on an unpaid leave of absence.

Holiday hours will be prorated on the basis of the following formula: 8 hours times the number of regular work hours per week divided by 40.

Although rare, it may sometimes be necessary for some of our employees to work on an observed holiday. If this occurs, those non-exempt employees required to work will be paid their regular rate of pay and, in addition, one and one-half (1½) times their regular rate of pay for each hour worked on the holiday. Exempt employees required to work on a Consortium holiday will receive an alternate day off in lieu of the holiday. The manager must approve the alternate day off. Hourly employees required to work on Consortium holidays will be paid at their normal hourly rate of pay for actual hours worked.

Holiday pay is not considered to be time worked, and is not used in computing overtime for the week. If an employee terminates employment for any reason, holiday pay will not be paid out for any holidays

that occur beyond the date of termination. Should an exempt employee work on a holiday with an alternate day off scheduled, but terminate employment prior to taking the day off, the employee will receive compensation for that day. *Questions regarding this policy should be referred to the Director of Administrative Services.*

You may take time off to observe your religious holidays. If available, a full day of unused vacation may be used for this purpose, otherwise you won't be paid for this time off. Please schedule the time off in advance with your supervisor or manager.

12.2 Vacations

The Consortium has provided paid vacation as one of the many ways in which we show our appreciation for your work, knowledge, skills, and talents; all of which contribute to make the Consortium a leader in its field.

All full-time (benefited) employees who work a minimum of twenty-five (25) hours per week are eligible to accrue paid vacation (pro-rated basis based upon the number of hours worked per week). Vacation hours begin accruing on your hire date, pro-rated for the first calendar month. After completion of your first calendar month, you will accrue vacation time on a monthly basis thereafter, posted at the end of each pay period, consistent with the accrual rate for your particular job classification (see below). Temporary and hourly employees do not accrue paid vacation.

12.2.1 Amount of Vacation

Eligible employees accrue vacation for each month of service. The vacation accrual rate is based on job classification, as follows:

Job Classification	Monthly Accrual (in hours)	Total Accrual Rate Per Year (In Days)
Classified	10	15
Supervisory, Confidential	13.33	20
Management	13.33	20

Benefited employees working reduced hours accrue vacation time at the following calculated rate: Their number of yearly contracted hours worked multiplied by .056769.

12.2.2 Vacation Policies

Earned vacation time can be taken only after you have successfully completed your six month probationary period.

Thereafter, the Consortium will always try to let you use your vacation time as desired, but vacations cannot interfere with your department's operation. Therefore, your vacation plans should be discussed with and approved by your supervisor or manager as far in advance as possible. One-day vacations should be requested at least forty eight (48) hours in advance. Vacations of more than one day should be requested at least five (5) days in advance. Any extended vacations for more than two consecutive weeks should be requested at least three (3) months in advance. Your supervisor or manager has the responsibility to maintain adequate staffing levels and has the authority to limit the approval of vacation requests in order to meet operational needs. Requests will normally be granted as long as your absence will not seriously affect the Consortium's operations. Usually, only one employee may be out on a vacation day in a department at any one time. If any conflicts arise in vacation requests, preference will be given to the employee with the longest length of continuous service.

You must take care to ensure that you have sufficient vacation time accrued to cover any vacation hours you intend to take. Employees are not allowed to use vacation hours they have not yet earned and no negative vacation balances will be permitted.

If during the course of a scheduled vacation you suffer a debilitating illness or injury that significantly interferes with your vacation, you may convert vacation time to sick leave, provided that you obtain and submit a doctor's note indicating the date(s) you sought treatment and the date(s) of illness or injury for which you should be excused. For the purposes of this section, your doctor must indicate that, due to your illness or injury, you would not have been able to report to work had you not been on vacation.
If you are on any unpaid leave of absence, your vacation time will not continue to accrue.

12.2.3 Accumulation Limits

Employees eligible to accrue vacation may accumulate a maximum of two hundred and eighty (280) hours of vacation. Once an employee has reached that number of maximum hours, no additional hours may be accrued until the employee uses vacation hours equal to the number of hours accruable during one month.
Employees whose current vacation balances exceed two hundred and eighty (280) hours will not be eligible to accrue additional vacation hours until their vacation balance is reduced below the maximum allowable limit stated above. Vacation balances above 280 hours may be reduced by: 1) using authorized paid vacation time off and/or, 2) requesting a cash payout for up to forty (40) vacation hours. Only those employees whose total accumulated vacation balance exceeds 280 hours will be permitted to request a cash payout. Payouts from vacation balances may only be requested once in any fiscal year.
Exceptions to this policy may be made in unusual circumstances and as provided by law. Each case will be viewed on an individual basis by management. The President/CEO reserves the right to direct Consortium employees to take sufficient vacation time in order to gain compliance with this policy.

12.2.4 Vacation Time & Termination of Employment

If you have unused vacation days upon the termination of your employment with the Consortium, you will be paid for that time at your regular base hourly rate, prorated based upon your date of termination.

12.3 Sick Leave

All full-time (benefited) employees are eligible to accrue paid sick leave on a pro-rated basis. Sick Leave hours begin accruing on your hire date. All full-time (benefited) employees who work a minimum of twenty-five (25) hours per week are eligible to accrue paid sick leave (pro-rated basis based upon the number of hours worked per week). Sick Leave hours begin accruing on your hire date, pro-rated for the first calendar month. After completion of your first calendar month, you will accrue sick leave hours on a monthly basis thereafter, posted at the end of each pay period, consistent with the accrual rate for your particular job classification (see below). Temporary and hourly employees do not accrue paid sick leave
Pursuant to legislative changes effective 07/01/15, part-time and temporary employees are eligible to accrue sick leave hours. *Part time employees who convert to a full time employee cannot roll over their earned sick time hours.* Employees in those classifications who have worked a minimum of 30 days may begin to accrue sick leave at a rate of 1 hour for every 30 hours worked up to a total of 24 hours or 3 days. As with other accruals, sick leave will be accrued on a fiscal year calendar.
Usage: An employee may use accrued paid sick days beginning on the 90th day of employment. The Consortium will provide paid sick days upon the oral or written request of a part-time employee for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an employee who is the victim of domestic violence, sexual assault or stalking.

Part-time employees who have earned, and elect to use sick leave of approved absences, will be paid at the rate of pay for the position they were scheduled to have worked for which the sick day was taken. South Bay may limit the use of paid sick days to part-time employees to 24 hours or 3 days in each year of employment calculated on a fiscal year calendar (July 1 to June 30).

12.3.1 Amount of Sick Leave

Eligible employees accrue sick leave for each month of service. The sick leave accrual rate is:

Job Classification	Monthly Accrual (in hours)	Total Accrual Rate Per Year (In Days)
Full-time employees	8	12
Part-time employees	1 hr. for every 30 worked	24 hrs. for 3 days

Benefited employees working reduced hours accrue sick leave time at the following calculated rate: (Number of hours worked per week divided by 40) multiplied by (Number of months worked per year divided by 12) multiplied by 12 = rate of one (1) day per month.

12.3.2 Sick Leave Policies

Sick leave may be used when you must be absent from work because of a personal illness or injury that would prevent you from completing your job duties.

Up to half of your annual sick leave accrual (six days) can also be used for the purpose of tending to a serious illness suffered by a member of your immediate family, in the event the illness requires your personal time and attention. For purposes of this policy, immediate family includes your spouse, registered domestic partner, child, or parent (California Labor Code Section 233).

The Consortium may, in its sole and absolute discretion, require a doctor's certificate verifying the necessity for the absence(s).

Whenever an employee has used all of the sick leave to which they are entitled, the absence will be charged against accrued vacation, if any. When both allowable illness absence and vacation time have been exhausted, deductions for time loss shall be made from the employee's salary (i.e., leave without pay).

If you are on any unpaid leave of absence, your sick leave will not continue to accrue.

In the event of an illness or injury which is covered by workers' compensation insurance, this Sick Leave Policy will not apply, but will defer to state statutes.

12.3.3 Accumulation Limits

Sick leave may be carried over and accumulated from year to year. There is no maximum of number of hours that may be accumulated.

12.3.4 Sick Leave & Termination of Employment

Any unused sick leave will not be paid at the termination of employment.

12.4 Administrative Leave

All full-time (benefited) exempt employees (Supervisory, Confidential and Management) are eligible to accrue administrative leave on a pro-rated basis. Administrative leave hours begin accruing on your hire date. After completion of your first full year in paid status, you will thereafter receive your administrative leave hours in one lump sum on an annual basis on July 1st for the next fiscal year (July 1 to June 30).

12.4.1 Amount of Administrative Leave

Eligible employees accrue administrative leave for each month of service. The administrative leave accrual rate is:

Job Classification	Monthly Accrual (in hours)	Total Accrual Per Year (In Days)
Supervisory, Confidential	4	6
Management	4	6

12.4.2 Administrative Leave Policies

The Consortium offers supervisory and management employees administrative leave benefits, in addition to vacation time, to accomplish personal business that cannot be done during time other than their normal working hours. Requests to take Administrative leave are under the same constraints as vacation leave. You are required to request administrative leave from your manager in advance and obtain his or her approval.

Employees going on an unpaid disability leave of absence may apply their administrative leave at the time the leave starts if they wish.

If you are on any unpaid leave of absence, your administrative leave time will not continue to accrue.

12.4.3 Accumulation Limits

Administrative leave may not be carried over and accumulated from year to year. Administrative leave not used as of June 30th of each year will be lost (canceled out and not paid).

12.4.4 Administrative Leave & Termination of Employment

Any unused administrative leave will not be paid at the termination of employment.

Any Administrative leave paid, but not actually accrued (prorated based on days of actual service) at the time of termination of employment will be deducted from your final paycheck.

12.5 Other Paid Leaves of Absence

In addition to scheduled vacations, sick and administrative leave, other types of paid leave of absences can be taken. With the limited exceptions of jury duty and time off to vote, paid leaves of absence will require your use of the accumulated hours from your vacation, sick, or administrative leave banks. Unless otherwise noted, only full-time (benefited) employees who work a minimum of twenty-five (25) hours per week are eligible for other paid leaves of absence. All such time off is paid using your base hourly rate, excluding shift premiums and overtime compensation, if any. If you do not have sufficient hours in the applicable leave bank, an unpaid leave of absence may be granted under certain circumstances as required by law.

Absent exigent circumstances and unless otherwise noted, any paid leave of absence requires prior approval from your supervisor or manager. In some cases, you may also be required to provide the Consortium with written verification of your participation in the activities for which you have taken time off. In any case, the Consortium will not discriminate or take disciplinary action against you for taking legitimate time off for any of the reasons allowed below.

12.5.1 Medical and Dental Appointments

In addition to utilizing sick leave in the event of your own illness, sick leave may also be used for the purpose of visiting doctors, dentists or other recognized practitioners when it is not possible to schedule such appointments outside of normal work hours. Prior approval from your supervisor or manager is required. Employees may be asked to reschedule routine, non-emergency appointments based on workloads.

12.5.2 Personal Necessity Leave

Upon prior written approval, sick leave may also be used by the employee in case of personal necessity. Personal Necessity Leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, but that necessitate immediate attention, and cannot be taken care of after work hours or on weekends.
You are allowed up to seven (7) days absence during each fiscal year for personal necessity. The seven (7) days Personal Necessity Leave are included as part of and shall be deducted from your sick leave bank.

The employee shall submit a completed Personal Necessity Leave Request on the absence form to their immediate supervisor whenever possible within three working days prior to requesting the leave. This request is subject to the approval of the supervisor or manager.

Emergency circumstances may prevent an employee from requesting prior written approval. Circumstances in which the employee may not be required to secure advance permission for Personal Necessity Leave include:

- Death or Serious illness of a member of his or her immediate family.
- Accident, involving his or her person or property, or the person or property of a member of his or her immediate family.

However, in such extreme cases, the employee shall contact the Consortium, or have someone contact the Consortium on his or her behalf, and notify his or her supervisor or manager at the earliest reasonable opportunity. The employee must also submit a completed Personal Necessity Leave Request form to their immediate supervisor within three (3) working days after returning to work.
Personal Necessity Leave, except for the reasons stated above, shall not be allowed for any day preceding or following a holiday or vacation. Personal Necessity Leave days do not accumulated from year to year.

12.5.3 Bereavement / Funeral Leave

All, full-time (benefited) employees who work a minimum of twenty-five (25) hours per week are eligible for a paid absence to attend the funeral of the following family members:

- Spouse/Domestic Partner
- Child of Employee/Spouse/Domestic Partner
- Grandchild of Employee/Spouse/Domestic Partner
- Parent or Legal Guardian of Employee/Spouse/Domestic Partner
- Grandparent/Legal Guardian of Employee/Spouse/Domestic Partner
- Relative living in the household of Employee/Domestic partner.
- Sister/Brother of Employee/Spouse/Domestic Partner
- Son-in-law or Daughter-in-law of Employee/Spouse/Domestic Partner

Employees are allowed a minimum of 5 days of paid bereavement leave upon the death of a family member. The 5 days must be used within 3 months of the date of death and does not need to be taken on consecutive days. Bereavement leave will be deducted from your accumulated sick or vacation leave bank. Additional paid or unpaid time off may be approved on a case-by-case basis.

With your supervisor or manager's approval, you may take up to one (1) full day without pay to attend funerals of other relatives and friends. If you prefer, unused personal necessity leave from your accrued sick leave bank or a day of accrued vacation may be used for this purpose.

Funeral leave pay will only be made to employees for actual time spent away from work for the funeral or its arrangements. For example, if the death occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your vacation occurs on any of the days of absence, you may not receive holiday or vacation pay in addition to paid funeral leave.

12.5.4 Jury Duty / Witness Duty

The Consortium encourages employees to fulfill their civic duty and perform jury service when called upon to do so. Jury Duty shall be considered the equivalent hour-for-hour of a day of assigned work. An employee shall receive full pay when serving as a panel member on a jury in a case before a court of law, provided he/she signs over and remits all compensation received for such jury duty, exclusive of mileage, to the Consortium.

If you are called for jury duty, you must notify your supervisor or manager of the need for time off for jury duty within forty-eight (48) hours of receipt of the jury summons. You may be requested to provide written verification from the court clerk of having served. If work time remains after any day of jury selection or jury duty, within reason, you will be expected to return to work for the remainder of your work schedule.

On any day or half-day you are not required to serve, if you are temporarily released from jury duty, or if you are released from jury duty before the end of our work day, you will be expected to return to work after contacting your supervisor or manager for further direction.
Leave for witness duty is unpaid unless you are classified as an exempt employee, in which case you will be paid for all time missed for absences caused by witness duty if you worked any part of the work week. In any case, time off will be unpaid if you are a defendant in a court action or if you have initiated such court action.

In order to receive jury duty pay, you must present a statement of jury service and pay to your supervisor or manager. This document is issued by the court.

12.5.5 School Visits

If it becomes necessary for an employee who is the parent or guardian of a school-age child (grades K-12) to take time off from work to meet with school officials regarding the suspension of his or her child from school, or if the employee is required to attend a portion of the school day in the child's classroom upon his or her child's return to school after a suspension, the employee should alert his or her supervisor as soon as possible so that alternative arrangements may be made (California Labor Code Section 230.7).

Employees will also be allowed, up to forty (40) hours per fiscal year, not to exceed eight (8) hours per month, to participate in activities at their child's school (grades K-12) or licensed day care facility (California Labor Code Section 230.8).
Any paid leave for school visits will be deducted from your vacation or administrative leave bank or you may take unpaid leave.

12.5.6 Voting / Election Day

The Consortium encourages employees to fulfill their civic responsibilities by exercising their voting privileges in local, state, and national elections. Since the voting polls are usually open for a sufficiently long period, you are expected to vote before or after your regular working hours. However, if you do not

have sufficient time before or after work (e.g., due to a long commute distance between home and work), you will be allowed up to two (2) hours paid leave from work to vote in a governmental election or referendum. This time must be taken at the beginning or end of your work day unless you and your supervisor agree to other arrangements. Please coordinate your leave directly with your supervisor or manager at least two (2) days in advance of your need to take time off to vote.

12.5.7 Victims of Domestic Violence

If you become a victim of domestic violence, you will be allowed to take time off work for any of the following reasons:

- To obtain a restraining order (including temporary restraining orders) or to seek any other assistance from the Court in order to protect your own safety or welfare or that of your child(ren).
- To seek medical attention for injuries resulting from domestic violence.
- To obtain psychological counseling for effects of domestic violence.
- To arrange for services provided by a shelter or program for victims of domestic violence.
- To engage in other actions designed to enhance your safety, including temporary or permanent relocation.

Emergency circumstances may prevent an employee from requesting prior written approval. However, in such extreme cases, the employee shall contact the Consortium, or have someone contact the Consortium on his or her behalf, and notify his or her supervisor or manager at the earliest reasonable opportunity. The Consortium may ask for verification of the leave requested in the form of police reports, Court orders, and other documents from the Court or any provider of domestic violence services (California Labor Code Section 230.1).

Any paid leave will be deducted from your vacation, sick leave, or administrative leave bank(s), as appropriate. Additional unpaid leave may also be granted with Consortium approval. A maximum of twelve (12) weeks of time off may be granted and will count toward any Family and Medical Leave allowed by law.

13.0 Unpaid Time Off

13.1 Leave of Absence

The Consortium grants leaves of absence (LOA) to eligible employees in certain circumstances as described in this section.

13.1.1 Leave of Absence Defined

In general, a leave of absence is an official authorization to be absent from work without pay for a specified period of time. You must notify your supervisor or manager and the Director of Administrative Services in writing as soon as you become aware of your need for a leave of absence such that the structure of each LOA can be further defined.

13.1.2 Requesting a Leave of Absence

The Consortium will consider all leave requests in accordance with applicable law and the Consortium's leave policies. Each request must provide sufficient detail such as the reason for the leave, the expected duration of the leave, and the relationship of family members, if applicable. You will be notified as soon as possible whether your leave request is granted or denied. If your leave request is granted, you must comply with the terms and conditions of the leave, including the requirement to keep in touch with your supervisor or manager during your leave and give them prompt notice of any change in your anticipated return to work date.

13.1.3 Use of Accrued Leave Balances Prior to Unpaid Leave

Time off for any reason during a scheduled work day will count first against your allotted sick leave, administrative leave or vacation time, as appropriate, in hourly or full day increments. Should you commence a leave of absence for any reason, you are required to exhaust all of your accrued but unused sick leave, administrative leave, and vacation time, in that order, at the time your leave begins (exceptions may be made on a case-by-case basis or as required by law). Thereafter, unless specifically excepted, any time off will be without pay.

13.1.4 Group Health Insurance Premium Payment during Unpaid Leaves of Absences

The Consortium will continue to pay health insurance premiums for employee and dependent health coverage for a maximum of three (3) months while you are on a approved Family/Medical Leave of Absence (FMLA/CFRA). This obligation begins on the date leave first begins.

While you are on any other type of unpaid leave of absence from the Consortium, you will be responsible for paying the total health insurance premiums for your coverage and that of your dependents, this is prorated per each day of leave without pay. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier to allow your coverage to be reinstated. Please consult with the Director of Administrative Services to set up a payment schedule.

13.1.5 Accrual of Paid Leave Benefits

Benefits such as vacation, sick and administrative leave will not accrue while you are on an unpaid leave of absence.

13.1.6 Other Benefits during Unpaid Leaves of Absences

In most cases, except as specifically provided in connection with a particular LOA, the Consortium will not pay for or into any other employee benefits, including holiday pay, life and accident insurance,

short-term and long-term disability insurance, retirement plan, and employee assistance plan. *Our Director of Administrative Services can provide additional information*.

13.1.7 Returning From a Leave of Absence

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from an approved FMLA/CFRA and/or Pregnancy Disability Leave, the employee will be reinstated to the same position he or she held at the time the leave began. However, an employee returning from a FMLA/CFRA and/or Pregnancy Disability Leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on FMLA/CFRA and/or Pregnancy Disability Leave would have been laid off had he or she not gone on leave for reasons unrelated to the leave, or if the employee's position has been eliminated for reasons unrelated to his or her leave and there are no equivalent or comparable positions available, then the employee would not be entitled to reinstatement to his or her prior position. In such circumstances, the employee will be offered a comparable position at the Consortium if one is available.

Upon timely return from any other approved leave of absence, you will be offered the same position you held at the commencement of your leave if that position or a comparable position is available. 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. There are no guarantees of reinstatement, except as required by law, and your return to work depends upon your application and qualifications for existing openings.

Failure to return to work as scheduled from an approved leave of absence or failure to inform your supervisor or manager of an acceptable reason for not returning as scheduled will be considered a voluntary resignation of employment.

13.1.8 Seeking and/or Accepting Other Employment While on Leave of Absence

It is a violation of Consortium policy for you to seek and/or accept other employment or apply for unemployment insurance benefits while you are on an approved leave of absence, unless authorized and approved by the Director of Administrative Services. The Consortium may treat acceptance of other employment while on a leave of absence as a voluntary resignation of your employment with the Consortium as of the day on which you began your leave of absence, based upon the same criteria for secondary employment.

13.2 Types of Leaves of Absence

There are several types of unpaid leaves for which you may be eligible:

13.2.1 Family / Medical Leave of Absence (FMLA/CFRA)

Under the federal Family/Medical Leave Act and the California Family Rights Act, eligible employees may be entitled to job-protected leaves of absence if they are unable to come to work due to pressing family or medical concerns as described within this Family/Medical Leave of Absence Policy, which shall be administered in accordance with applicable state and federal laws as follows:

- *The Consortium will not discriminate against employees as a result of the approved use of FMLA/CFRA leaves or a proper request for such leaves. Requests for FMLA/CFRA leaves will be considered without regard to race, color, citizenship status, national origin, ancestry, gender, gender identity, sexual orientation, age, religion, creed, pregnancy, physical or mental disability or medical condition, marital status, veteran status, political affiliation, caregiving responsibilities, reproductive health decision making or any other factor protected by federal, state or local laws*.

- Employees are eligible if they have been actively employed for twelve (12) months, and worked at least 1,250 hours (an average of twenty-five (25) hours per week) during those twelve (12) months. This twelve (12) month period "rolls back" from the date of leave to the prior twelve (12) month period.
- Even if you are not eligible for FMLA/CFRA leave, if disabled by pregnancy, childbirth or related medical conditions, you are entitled to take a Pregnancy Disability Leave of up to four (4) months, depending on your period(s) of actual disability. If you are FMLA/CFRA eligible, you have certain rights to take both a Pregnancy Disability Leave and a FMLA/CFRA leave for reason of the birth of your child. (See Section 13.2.2. below for PDL details.)
- Basic Leave Entitlement: the Consortium will provide up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for the following reasons:
    1. For incapacity due to pregnancy, prenatal medical care or child birth;
    2. To care for the employee's child after birth, or placement for adoption or foster care;
    3. To care for the employee's spouse, registered domestic partner, child, or parent, who has a serious health condition.
    4. For a serious health condition that makes the employee unable to perform his or her job.
- Employees may request one (1) or more family leaves; however, the total amount of leave taken cannot exceed twelve (12) work weeks in any twelve (12) month period.
- Military Family Leave Entitlements:
    1. Qualifying Exigency Leave for Military Family Members: military family leave shall be granted to eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation to address certain qualifying exigencies. Employees may request one (1) or more military family leaves for qualifying exigencies; however, the total amount of leave taken cannot exceed twelve (12) work weeks in any twelve (12) month period. Qualifying exigencies may include short notice deployment (a week or less), attending certain military events and related activities, arranging for urgent (as opposed to recurring or routine) childcare and school activities, addressing certain financial and legal arrangements, attending certain counseling sessions, spending time with the covered service member on rest and recuperation breaks during deployment, attending post-deployment reintegration briefings, or any other associated activity not encompassed in the above categories, but agreed to by the Consortium and the employee.
    2. Military Caregiver Leave: FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave in a single twelve (12) month period to care for an injured or ill spouse, son, daughter, parent or next-of-kin who is a covered service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of active duty that may render the serve member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

- Should you seek a leave of absence for reasons other than described above, we will evaluate such a request based on the particular circumstances present at that time, including but not limited to, your current and anticipated work responsibilities, performance, and company needs. The Consortium reserves the right to refuse such a request at its sole discretion.
- The single twelve (12) month period for the twelve (or twenty-six) weeks of FMLA/CFRA leave is a forward rolling period of time calculated from the date an employee's first FMLA/CFRA leave begins.
- You do not need to use leave entitlements in one block. You may request an intermittent leave or reduced schedule leave to take care of qualifying exigencies (military family leave), to care for a seriously ill family member (including qualifying service members) or if you have a serious health condition that warrants such a request. You must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Consortium's operations.
- In appropriate circumstances, we may require you to be examined by a Consortium designated physician, at the Consortium's expense.
- Employees must provide sufficient information for the Consortium to determine if the leave may qualify for FMLA/CFRA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities; the need for hospitalization or continuing treatment by a health care provider; or the circumstances supporting the need for military family leave. Employees also must inform the Consortium if the requested leave is for a reason for which FMLA/CFRA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.
- In the event of a serious health condition affecting the employee or his or her child, spouse, registered domestic partner, or parent, creating a need for unforeseeable family, medical, or military caregiver leave, the employee must provide us with notice, as soon as practicable, of any needed time off, and a written doctor's certificate. The certification must include the date on which the health condition occurred, the probable duration of the condition, an estimate of the amount of time you need to be off work to care for the family member or for your own health condition, and confirmation that the nature of the condition warrants you to be away from work to care for yourself or your dependent.
- Employees shall be required to give thirty (30) days advance notice in the event of a foreseeable medical treatment. To assist us in arranging work assignments during your absence, we ask that you give us prior notice, to the extent possible, of an expected birth or adoption, as well as an indication, to the extent known, of your expected return date. When thirty (30) days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Consortium's normal absence call-in procedures. To facilitate your return to work, we also ask that you provide us with two (2) weeks advance notification of your intended return date. Failure to do so may delay your return to work.
- For purposes of this policy, a child is defined as a natural, adopted, or foster child, a stepchild or a legal ward. If the child is over eighteen (18) years of age, he/she must be unable to care for him/herself due to a serious illness or disability.
- A parent is defined as the employee's natural, adoptive, or foster parent, stepparent, or legal guardian.

- Next of kin is defined as categories of blood relatives, in order of priority (e.g., grandparents); however, the service member may make a written designation of a specific blood relative as next of kin, which will control.
- A serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.
- Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.
- Leave of absence rights available to you under other sections of our policy shall be counted towards the total time off available under this section.
- A Family Care Leave that relates to the birth, adoption, or foster care placement of a child must be at least two (2) weeks in duration and must be completed within twelve (12) months of the qualifying event. However, the Consortium will grant a request for leave of less than two (2) weeks duration on any two (2) occasions. In addition, if both parents are eligible for Family Care Leave related to the birth, adoption, or foster care placement of a child, and both parents are employed by Consortium, they will be limited to twelve (12) weeks of leave between the two parents.
- If you request military family leave to address qualifying exigencies or if you request family care leave or military caregiver leave to care for your spouse, registered domestic partner, child, parent, or next-of-kin (military caregiver leave only) with a serious medical condition or for the birth or adoption of a child, you are required to use all of your administrative leave and accrued vacation time, in that order, prior to any unpaid leave. You may also choose, but are not required, to use accrued sick leave at any time prior to unpaid leave.
- If you request medical leave for your own serious health condition, you are required to use all available paid leave prior to any unpaid leave, to include any and all accrued sick leave, administrative leave, and vacation time, in that order.
- Upon the exhaustion of all applicable paid time, the remainder of the leave, up to a maximum of twelve (12) weeks [or twenty-six (26) weeks for military caregivers] will be unpaid. All leave time, whether paid or unpaid, counts toward the FMLA maximum of twelve (12) weeks [or twenty-six (26) weeks for military caregivers] and the substitution of paid leave for unpaid leave does not extend the total duration of the leave to which an employee is entitled under this policy.
- Please note that all FMLA/CFRA leaves, whether basic or military related, are cumulative toward the twelve (or twenty-six) week maximum allotment. For example, if an employee has used twelve weeks of FMLA leave for the birth of a child, the employee is *not* entitled to an additional twelve weeks of leave in that 12-month period to deal with exigent circumstances arising from a family member's call to active duty.

- While on a leave of absence provided for under this policy, we will continue your group health insurance benefits under the same terms as provided to other employees, for up to a maximum of twelve (12) weeks [or twenty-six (26) weeks for military caregivers] leave during any one (1) year period, on the condition that you return to work after the leave. If your leave extends beyond twelve (12)/twenty-six (26) weeks, you shall be offered the opportunity to purchase continuing coverage under state and federal COBRA continuation rules.
- Other accumulated fringe benefits such as sick leave, vacation time, and the like, shall be preserved at the level accrued as of commencement of the unpaid leave, but shall not accrue further during any such leave period.
- The pay allowances while on disability leave are based on an employee's length of service, as well as the state in which she/he is employed. At all times our disability leave policy will be in compliance with the laws of the state of California.
- During a period of disability, you may be eligible for disability pay benefits. Please refer to the applicable plan documents for details on eligibility, benefit amounts, and other particulars.
- If additional family care or medical leave is required you must, prior to expiration of the family care or medical leave, submit additional certification to the Consortium.
- Upon completion of a leave granted under this section, you shall be reinstated to your original position, or an equivalent one, subject to any defense allowed under the law.
- If, due to your own medical circumstances, you are no longer able to perform your original job, we will attempt to transfer you to alternate suitable work, if available.

13.2.2 Pregnancy Disability Leave (PDL)

Under the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions you are eligible to take a Pregnancy Disability Leave (PDL).

- The PDL is for any period(s) of actual disability caused by your pregnancy, childbirth or related medical conditions up to four (4) months [or eighty-eight (88) work days for a full time employee] per pregnancy. Part-time employees are entitled to pregnancy leave on a pro rata basis based on the employee's regular part-time schedule.
- The PDL does not need to be taken in one continuous period of time, but can be taken on as as-needed basis. If an employee returns to work from an approved PDL before the lapse of the maximum leave period and thereafter is granted one or more additional leaves for the same disability, the additional leaves may continue until the employee has spent a combined total of four months absent from work over a 12-month period due to the disability.
- Disability on account of pregnancy, childbirth or related medical conditions will be treated no less favorably than any other disability, and an employee on leave for any such condition shall be eligible for the same disability leave as any other medically disabled employee.

As with requests for leaves of absence due to other disabilities, employees should advise the Director of Administrative Services of their intent to take PDL as soon the need for such leave is foreseeable, or at least thirty (30) days in advance. Such notice should include the anticipated timing and duration of the leave.

In addition, if requested by an employee affected by pregnancy and recommended by her physician, the Consortium will consider proposed changes in work assignments, requests for transfers of job duties and other accommodations for pregnant employees. In some such cases and to the extent permitted by law,

an employee's compensation may be adjusted to reflect reduced responsibilities or hours worked under such circumstances. *Employees should direct any such requests to the Director of Administrative Services*.

- Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by your PDL.
- You will be required to obtain a certification form your health care provider of your pregnancy disability or the medical advisability for a change in work assignments or other medical accommodations. The certification should include:
    1. the date on which you become or will become disabled due to pregnancy or the date of the medical advisability for the accommodation(s).
    2. the probable duration of the period(s) of disability or the period(s) for the advisability of the accommodation(s), and,

3. a statement that, due to the disability, you are unable to work at all or to perform any one or more of the essential functions of your position without undue risk to yourself, the successful completion of your pregnancy or to other persons or a statement that, due to your pregnancy, an accommodation is medically advisable.

- You are required to use up any available sick leave first during your PDL and, at your option, you can subsequently use any accrued administrative leave and vacation time, in that order, or other accrued time off as part of your PDL before taking the remainder of your leave unpaid. You may also be eligible for long-term disability for the unpaid portion of your leave. The substitution of paid leave for PDL does not extend the total duration of the leave to which you are entitled under this policy.
- At the end of an employee's period(s) of PDL, a FMLA/CFRA eligible employee may also request a FMLA/CFRA Leave of up to twelve (12) work weeks for reason of birth of her child if the child has been born by this date. There is no requirement that either the employee or the child have a serious health condition nor is there a requirement that the employee no longer be disabled by her pregnancy, childbirth, or related medical condition before taking FMLA/CFRA Leave for reason of birth of her child.
- *Taking a PDL may impact your benefits. If you want more information regarding your eligibility for a leave, the impact of the leave on your benefits, and our policy for other disabilities, please contact the Director of Administrative Services*.
- Upon completion of a leave granted under this section, you shall be reinstated to your original position, or an equivalent one, subject to any defense allowed under the law.

13.2.3 Long Term Medical or Disability Leave

A long term medical leave of absence may be granted for any medical illnesses or disabilities affecting the employee (other than disabilities on account of pregnancy, childbirth and related medical conditions, which are covered under the preceding Pregnancy Disability Leave policy) for up to four months with a doctor's written certificate of treatment/disability. Requests for leave should be made in writing as far in advance as possible. If you are granted a long term medical leave, you will be required to exhaust all of your accrued but unused sick leave, administrative leave, and/or vacation time, in that order. Any medical leave granted in excess of your accrued but unused sick, administrative, and/or vacation leave will be unpaid. A long term medical leave begins on the first day your doctor certifies you

are unable to work and ends when your doctor certifies you are able to return to work or after a total of four months of leave, whichever occurs first.

Workers' compensation laws also govern work-related disabilities, injuries and illnesses. Pregnancy laws govern additional aspects of leaves taken due to pregnancy, childbirth and related medical conditions.

13.2.4 Life-Threatening or Debilitating Illness

The Consortium is sensitive that continued employment for employees with life-threatening or debilitating illnesses may be important or even life sustaining in the remission/recovery process. Coworkers should be sensitive to the needs of these employees and recognize that continued employment may be physically and mentally beneficial.

An employee's health condition is personal and confidential. The decision whether and when to disclose the diagnosis of a life-threatening or debilitating illness to others is a very personal decision for the affected individual. The Consortium considers a medical diagnosis to be personal information, which will not be shared without the employee's consent unless necessary for legitimate business purposes and in compliance with applicable law. The Consortium will take reasonable precautions to protect information regarding an employee's health.

Employees with life-threatening or debilitating illnesses will be offered the right to continue working so long as the employee is able to continue to perform (and with reasonable accommodation pursuant to the Consortium's policy on Equal Opportunity employment); and so long as the best available medical evidence indicates that continued employment does not present any health or safety threat. If an employee discloses that they are suffering from a life-threatening or debilitating illness, the Consortium will ask the employee for a physician's certificate establishing their ability to work.

In some instances, co-workers may be allowed to donate all or part of their vacation leave balances to an employee who is suffering from a life-threatening or debilitation illness and who has exhausted all of their own available leave banks. *Please contact the Director of Administrative Services for additional assistance and guidance regarding this topic*.

13.2.5 Military Leave

Employees who request leaves of absence for military service will be granted such leaves in accordance with federal and state law. Federal and state law likewise governs the specific terms of your absence and of your rights to reinstatement, benefits, and compensation after a military leave.

If you are a full-time (benefited) employee and are inducted into the U.S. Armed Forces, you will be eligible for re-employment after completing military service, provided:

- You show your orders to your supervisor or manager as soon as you receive them.
- You satisfactorily complete your active duty service.
- You enter the military service directly from your employment with the Consortium.
- You apply and are available for re-employment within ninety (90) days after discharge from active duty. If you are returning from up to six (6) months of active duty for training, you must apply within thirty (30) days after discharge.

13.2.6 Military Reserves or National Guard Leave of Absence

Employees who serve in U. S. military reserve organizations or state National Guard units may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for

continued employment under existing laws. These employees may apply accrued administrative leave and unused earned vacation time to the leave if they wish; however, they are not obliged to do so.

You are expected to notify your supervisor or manager as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

13.2.7 Personal Leave

The Consortium may grant personal leaves of absence to employees in limited circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, but that necessitate immediate attention, and cannot be taken care of after work hours or on weekends.

Employees must provide sufficient information for the Consortium to determine if personal leave is appropriate, to include the anticipated timing and duration of the leave. The Consortium will respect the private nature of some requests, but sufficient details must be provided to justify a personal leave of absence. It is important to request any such leave in writing as far in advance as possible. Your supervisor or manager will submit your request to the appropriate member of management for final approval. A personal leave of absence must not interfere with the operations of your department or the Consortium and shall not be granted to seek and/or accept other employment.

A personal leave of absence may be granted for up to thirty (30) calendar days and you will be required to exhaust all of your accrued but unused administrative leave and/or vacation time at the time your leave begins. Thereafter, any time off will be without pay.

It is important to keep in touch with your supervisor or manager or the Director of Administrative Services during your leave, and to give prompt notice if there is any change in your return to work date. Personal leaves may be extended at the discretion of the Director of Administrative Services. If your leave expires and you have not contacted your supervisor or manager or the Consortium, it will be assumed that you do not plan to return and that you voluntarily resigned your employment.

13.2.8 Caregiving Responsibilities

The Consortium will make reasonable accommodations for employees who have caregiving responsibilities for family members. In order to help employees achieve a satisfactory work-life balance, employees who have or encounter family caregiving responsibilities should meet with their supervisor or manager or the Director of Administrative Services to determine the amount of leave that is appropriate and acceptable based on their workloads, upcoming deadlines, and personal circumstances. Accommodations may include flextime, flexible workweeks, schedule adjustments, telecommuting, reduced-time options such as part-time work or job sharing, temporary reassignment of job duties, and/or reasonable use of personal or sick leave to allow employees to engage in caregiving. The Consortium will not discriminate or retaliate against any applicant or employee due to his or her family caregiving responsibilities.

13.2.9 Religious Accommodation

The Consortium will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Consortium's operations. If you wish to request a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible.

14.0 Information Systems Usage Policy

14.1 General Use and Policy Guidelines

The Information Technology & Services Department (IT) at the Consortium provides network connections to support the educational mission of the Consortium and these facilities should be used for that purpose. Access to Consortium computing and network facilities and telecommunications services is a privilege granted solely to Consortium faculty, staff, registered students and those individuals outside of the Consortium who have been authorized to use the Consortium's network.

This policy defines the appropriate use of the various forms of electronic communication at the Consortium including, but not limited to computers (personal, lap-top), e-mail, telephones (cellular, cordless), voicemail, fax machines, and all online services paid for by the Consortium, including the internet, intranet, extranet and the World Wide Web. All electronic communications, including all software and hardware, are and remain at all times the sole property of the Consortium. This may also include policies regarding electronic monitoring and recording, closed circuit television and computer video cameras.

Consortium property, including computers, electronic mail and voice mail, should only be used for conducting Consortium business and the use of these systems at all times is subject to this policy. Consortium resources are not to be used for financial gain or commercial activity that is unrelated to a valid educational function. This Policy applies to all employees, contractors and others who use the Consortium's information and communication systems. Breach of this Policy with your use of the Consortium's information and communication systems will be considered a disciplinary issue.

14.1.1 Network, Computer, Electronic Mail & Voice Mail Usage Policy

The Consortium's computer network is a shared community resource. Thus, network use or applications that inhibit or interfere with the use of the network by others are not permitted, whether the resources involved are internal to the Consortium or involve the Internet generally. For example, applications that use a disproportionate share of the bandwidth for unreasonable periods of time, inhibiting use of the network by others, are not permitted.

Intentional actions or actions that indicate a willful disregard for the rights of others, which may interfere with the speed or use of the network by others, are not permitted. Activities such as email bombing (sending an unreasonable quantity of messages to an email account or service provider), chain letters, and mass sending of unsolicited email either off-campus or to Consortium addresses ("spamming") pose excessive strain to network resources and are deemed interference.

No network facility or connection may be modified or extended beyond the scope of its intended use, including all wiring, hardware, and classroom or office jacks. A data port may be accessed only by the computer system registered to that port; any attempt to substitute another computer may result in the port's automatic or manual deactivation. The Information Technology & Services Department must perform relocation, removal, or addition of workstations and/or other computer related equipment.

Although the Consortium provides certain codes to restrict access to computers, voice mail and electronic mail to protect these systems against external parties or entities obtaining unauthorized access, employees should understand that these systems are intended for business use, and all computer information, voice mail and electronic mail messages are to be considered as Consortium records.

14.1.2 Information Access & Disclosure

In addition to the policy section, "Searches of Consortium Property, Equipment, and Personnel - Access & Disclosure" under "Workplace Policies," the Consortium specifically reserves the right to access and disclose the contents of any part of any communication system used by a Consortium employee at any time when, in the Consortium's sole discretion and judgment, such actions are warranted. Examples of situations in which the Consortium might elect to seek access to such communications include, but are not limited to, the need to solve technical problems, investigation of possible employee misconduct, prevention of unauthorized disclosure of Consortium proprietary information, concerns about personal abuse of any communication systems, and review of communications upon the departure or death of an employee/user. The Consortium may use information regarding the number, sender, recipient and address of such communication for any business reason.

If the Consortium has a reason to believe that its network is or has been used in violation of the legal rights of any other person or entity or of any college, city, county, state, or federal law, regulation or policy, then the Consortium reserves the right to review, access or monitor any information, communication, or data stored on or transmitted thought the network, in order to facilitate an investigation or secure evidence related to a violation. The Consortium may also conduct such review, access, and monitoring activities as may be incidental to the performance of network management or maintenance tasks or to the improvement of network performance.

14.1.3 Communication Etiquette

Users of our communications systems should make their electronic and telephone communication courteous, professional and businesslike. Also, it is important to keep in mind that "deleting" a message may not mean that it is deleted entirely from computer or voicemail memory, since the sender's or the receiver's network may have backup/memory systems in place.

14.2 Email

All electronic communication pertaining to the business of the Consortium shall be managed via the official South Bay Regional Public Safety Training Consortium Email system only. No alternate email accounts or Instant Messaging systems shall be used for the purpose of Consortium related business by any Consortium employee.

For better or worse, email is not private. Emails can be easily intercepted, copied, forwarded and stored without the original sender's knowledge. You must take into account the fact that any email you send may be read by a person (or many people) other than your intended recipient. Any attachments which contain important or confidential material should be encrypted or password protected.

All messages and files are automatically scanned for viruses before being introduced into the network, but this does not provide a complete guarantee of protection. All employees have an obligation to be cautious when opening emails and attachments to emails from unknown sources. If you have any doubts about opening an email or attachment, please talk with your Supervisor or Manager.

Contracts can be entered into by email in the same way as they are by letter or on the telephone. You must at all times take care to ensure that you do not inadvertently enter into contracts by email which bind the Consortium, and you should be aware that contracts must only be entered into in accordance with normal procedures.

The Consortium's email system may not be used to solicit for commercial ventures or for religious or political causes, outside organizations, or other non-job related solicitations. Furthermore, our email system is not to be used to create any offensive or disruptive messages. Among those which are

considered offensive, are any messages which contain sexual implications, racial slurs, gender-specific comments, or any other comments that offensively address someone's age, sexual orientation, religious or political beliefs, national origin, or disability. In addition, the email system shall not be used to send (upload) or receive (download) copyrighted materials, proprietary financial information, or similar materials without prior authorization.

You must not under any circumstances send messages or attachments, whether within the Consortium or outside the Consortium, which are;

- Abusive, including the use of foul language.
- Bullying or intimidating in content.
- Defamatory about any other person or organization.
- Harassing or discriminatory in any sense (e.g. age, disability, gender, race, religion, sexual or sexual orientation).
- Malicious.
- Sensitive or confidential (i.e., personnel information that should not be shared via email).

If you receive any such messages from outside the Consortium, you must delete them and not forward them either within or outside the Consortium. Sending emails of the type described above is likely to be treated as a disciplinary offense and can be reason for disciplinary action up to and including termination.

The Consortium also needs to be able to respond to proper requests resulting from legal proceedings that call for electronically-stored evidence. Therefore, the Consortium must, and does, maintain the right and the ability to enter into any of these systems and to inspect and review any and all data recorded in those systems. Because the Consortium reserves the right to obtain access to all voice mail and electronic mail messages left on or transmitted over these systems, employees should not assume that such messages are private and confidential or that the Consortium or its designated representatives will not have a need to access and review this information. Individuals using the Consortium's business equipment should also have no expectation that any information stored on their computer – whether the information is contained on a computer hard drive, computer disks or in any other manner – will be private.

The Consortium has the right to, but does not regularly monitor voice mail or electronic mail messages. The Consortium will, however, inspect the contents of computers, voice mail or electronic mail in the course of an investigation triggered by indications of unacceptable behavior or as necessary to locate needed information that is not more readily available by some other less intrusive means.

The contents of computers, voice mail, and electronic mail, properly obtained for some legitimate business purpose, may be disclosed by the Consortium if necessary within or outside of the Consortium.

Given the Consortium's right to retrieve and read any electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient.

The Consortium's President/CEO will review any legal request for access to the contents of an individual's computer, voice mail, or electronic mail prior to access being made without the individual's consent. In addition, Information Technology & Services Department personnel may access an individual's computer at any time in order to conduct diagnostic and/or repair services.

Any employee who violates this policy or uses the electronic communication systems for improper purposes may be subject to discipline, up to and including termination.

14.3 Internet

The Consortium reserves the right to put technical measures in place to prevent access to internet web sites which contain explicit, illegal or other inappropriate materials. If you need to access a site which contains such materials for the purposes of your job you must obtain the express permission of the Consortium. In addition, the downloading of files, video, music, etc. is limited to official use only as it pertains to the business of the Consortium.

Much of the information that appears on the internet is protected by copyright. Unauthorized copying or modifying of copyright-protected material, including software, breaches copyright law. Therefore, down-loading software or copyright protected information is not permitted, as it may make you and/or the Consortium liable to legal action. If you must download and reprint text from the internet, you must include an active hyper-link back to the authors' website for proper credit.

14.3.1 Confidential Information

You must not use the Consortium's information and communications systems, whether alone or in conjunction with any other device, to make any unauthorized disclosure or copy of any confidential information belonging to the Consortium. This prohibition includes making unauthorized electronic copies of computer files containing confidential information and/or emailing confidential Consortium files to a personal email account.

Any unauthorized disclosure, copying, or emailing of proprietary information belonging to the Consortium is likely to be treated as a disciplinary offense and could be reason for termination. In addition, the Consortium may pursue legal action under the federal Computer Fraud and Abuse Act.

Such confidential information shall include without limitation details of:

- Accounts, invoices, statistical information and other financial reports.
- Details of contracts.
- Confidential personnel information, to include personal details contained in any employee's personnel file.
- Confidential student information, to include any personal information contained in any student's records.
- Student records and test scores.
- Academy instructional materials of a proprietary nature and/or standardized testing materials.

14.3.2 Copyrighted Information

Use of Consortium communication systems to copy, modify or transmit documents, software, information or other materials protected by copyright, trademark, patent or trade secrecy laws, without the direct or implied consent of the owner of such materials, is prohibited.

Incorporating materials downloaded from the Internet into Consortium or personal databases, compilation or other works is likely to be a violation of copyright law. The copyright notices on Internet materials should be read carefully and any stated use, restrictions or permissions closely observed.

The Consortium accepts no duty or obligation to monitor, review, or filter any material that may be available using the network. You accept complete and sole responsibility and risk for any materials accessed, downloaded, or used by means of the network, including the accuracy, relevance and appropriateness of any information or other data.

14.4 Monitoring & Data Protection

In order to protect the interests of the Consortium and to maintain the effectiveness, integrity and security of the Consortium's network, the Consortium has tools in place to monitor and intercept telephone and email communication and internet use by staff ensuring endpoint security
Monitoring is undertaken using the following automatic procedures:

- Automatic blocking and recording access to certain files and pages on the internet.
- Automatic checking of disks, CDs and internet sites for viruses.
- Automatic checking of emails and attachments for viruses.
- Automatic measures in place to prevent software from being downloaded to, installed on or deleted from the Consortium's computers.
- Automatic recording of Consortium owned telephone and mobile telephone call destination numbers.

Monitoring of the content of emails, internet use or telephone calls is not routinely carried out but may be carried out in some situations. For example (this is not an exhaustive list):

- Where the Consortium has reasonable grounds to believe a staff member is breaching this or any other policy of the Consortium.
- Where there is a suspected breach of contract or a serious under-performance.
- For the purpose of assisting in the investigation of wrongful acts.
- To comply with any legal obligations.
- For the purpose of defending or prosecuting any legal action brought against the Consortium.

You should not expect that your personal use of the Consortium's information and communication systems to remain private. However, except for disclosure to law enforcement officials or as otherwise may be required by law, the Consortium will attempt to provide reasonable notice under the circumstances prior to disclosure to any outside party of such information, communication, or data belonging to any holder of a network or email account.

The holding, processing and disclosure of personal data in electronic form are regulated by the provisions of data protection legislation. Personal information relating to a living individual who can be identified from that information should not be sent by mail unless proper checks have been made to ensure that this will not involve any breach of that legislation.

You must also comply with the Consortium's Confidentiality Policies.

14.5 Security

Employee access to the Consortium's information and communication systems is subject to satisfactory security checks being carried out in the reasonable discretion of the Consortium.

If you are provided with a portable computer, mobile phone, personal organizer and/or any related or similar equipment, you must ensure its security at all times. You must in particular:

- Always lock mobile equipment when not in use so that it cannot be used without entering your log-on ID.
- Keep your passwords confidential and change them regularly.
- Lock the terminal if you leave a terminal unattended so that it cannot be used without entering your log-on ID in order to prevent unauthorized users using it in your absence.

- Never leave computer equipment including laptops, mobile phones, discs, CDs and DVDs unattended in public or in an unattended vehicle (unless locked and secured in the trunk).

If your computer equipment is lost or stolen you must report the incident to the police immediately, and notify your supervisor or manager as soon as possible. The incident will be fully investigated, and may be treated as a disciplinary issue if you have failed to take adequate steps to safeguard the security of equipment in your possession.

14.5.1 Passwords

The security and protection of individual passwords is a prime responsibility of the individual owner of the password. Passwords should not be shared. Therefore, if any material is authored out of a password-protected system, the presumption will be that the owner of the password is the author of such material.

You must not attempt to gain access to any part of the network to which you are not permitted access.

14.6 Software

All software used on the Consortium communication systems must be purchased and/or approved for use in writing by the Information Technology & Services Department. When software is to be used on the Consortium communication systems, the Information Technology & Services Department has sole responsibility for the installation and maintenance of same, as well as all registration and licensing matters, and will be the primary contact with the manufacturer or reseller.

The Consortium does not condone the illegal duplication of software. The copyright law is clear. The copyright holder is given certain exclusive rights, including the right to make and distribute copies. Title 17 of the U.S. Code states that “it is illegal to make or distribute copies of copyrighted material without authorization” (Section 106). The only exception is the users’ right to make a backup copy for archival purposes (Section 117).

The law protects the exclusive rights of the copyright holder and does not give users the right to copy software unless a backup copy is not provided by the manufacturer. Unauthorized duplication of software is a federal crime. Penalties include fines up to and including $250,000, and jail terms of up to five (5) years.

Even the users of unlawful copies suffer from their own illegal actions. They receive no documentation, no customer support and no information about product updates.

- The Consortium licenses the use of computer software from a variety of outside companies. The Consortium does not own this software or its related documentation and, unless authorized by the software manufacturer, does not have the right to reproduce it.
- With regard to use on local area networks or on multiple machines, Consortium employees shall use the software only in accordance with the software publisher’s license agreement.
- Consortium employees learning of any misuse of software or related documentation within the Consortium must notify their supervisor or manager immediately.
- According to the U.S. Copyright Law, illegal reproduction of software can be subject to civil damages and criminal penalties, including fines and imprisonment. Consortium employees who make, acquire or use unauthorized copies of computer software shall be disciplined as appropriate under the circumstances. Such discipline may include termination.

14.7 Computer and Other Equipment Not Provided by the Consortium

Absent a legitimate business reason, you must not connect or attempt to connect any device to the network without express authority from the Information Technology & Services Department. In particular you should not attempt to connect any of the following devices to the Consortium's network, absent a job-related reason:

- An unauthorized file or information storage device;
- A mobile phone or PDA not authorized by the Consortium;
- An MP3 Player or similar device;
- A gaming device;
- A camera or flash memory card.

A breach of the prohibition contained on connecting devices to the Consortium's network is likely to be treated as a disciplinary offense and could be cause for disciplinary action up to and including termination.

14.8 Personal Use

Incidental and occasional personal use of the Consortium's systems is permitted subject to the following rules:

- The Consortium's email system is for business use only.
- You should use a web-based personal email account (e.g., Yahoo, Hotmail) for all personal messages.
- You may be allowed to access your web-based personal email accounts using the Consortium's systems on occasion; however, any personal use of communications systems must not delay or interfere with the proper performance of the duties of any other employee.
- Work on the Consortium's business must always take priority over your personal use of the Consortium's systems.
- You may not use the Consortium's systems to transfer, store or download information and files for your personal use including, but not limited to, MP3, AVI, WMV files, streaming audio or video, and other similar formats.

If your personal use exceeds an acceptable level in the reasonable opinion of the Consortium or you do not comply with these rules, your access to the system may be curtailed and you may be subject to disciplinary action.

14.8.1 Prohibited Uses of the Consortium Information Systems

Other prohibited uses of the Consortium information or communication systems include, but are not limited to:

- Accessing pornography or any illegal material on the Internet and/or circulating it;
- Accessing streaming on-line audio (music) or video files, absent a legitimate business reason;
- Any use that might compromise the operation or security of the Consortium data processing equipment;
- Connecting an unauthorized device to the network;
- Engaging in any communication that is unlawful or in violation of Consortium policy, including (but not limited to) communication that is defamatory, obscene or prohibited by the Consortium Harassment Policy;

- Excessive personal use of the Consortium's communication systems;
- Excessive visiting of non-job related internet sites during your normal working day;
- Gambling or engaging in other activities in violation of local, state or federal law;
- Introducing a virus to the computer system by inserting a disk, CD or DVD into a Consortium computer without running a virus check, via email or from downloading an Internet file;
- Knowingly introducing a computer virus into the communication systems;
- Misuse of the computer system which results in any claim being made against the Consortium;
- Sending, forwarding, redistributing or replying to "chain letters";
- The unauthorized use of passwords to gain access to another user's information or communications;
- Unauthorized access of any other employee's Consortium e-mail account (authorization must be given by the Vice President of Administrative Services);
- Unauthorized copying or modifying of copyright material;
- Unauthorized downloading of software or files;
- Use of the Internet for criminal activity;
- Using any communication systems for electronic "snooping" i.e., to satisfy idle curiosity about the affairs of others, with no business or legal reason for obtaining access to the files or communications of others (this prohibition applies to all users, including Information Technology & Services Department employees, as well as Consortium supervisors and managers);
- Using any communication systems to interfere with normal business functions in any way;
- Using any communication systems to solicit or conduct business other than the business of the Consortium.

14.8.2 Consequences of a Breach of this Policy

Breach of this Policy in your use of the Consortium's information and communication systems will be considered a serious disciplinary matter and will be dealt with accordingly. Failure to comply with any of these policies may result in suspension of some or all network access or services, loss of computer privileges, and further disciplinary action up to and including termination. In addition, the Consortium may pursue legal action under the federal Computer Fraud and Abuse Act.

The Consortium reserves the right to terminate any network access or account without notice if it reasonably concludes that network traffic generated from such connection interferes with the use of the network by others or if the access or account is used for any unlawful purpose.

Possible violations of the above policies must be reported to the office of Information Technology and Services.

14.9 Computer Protection

Computers are prone to viruses, crashes, power surges, and user mistakes that can cause lost data. Here are few important procedures to follow to protect your computer files and data:

- Never disable the system's anti-virus software.
- Don't open emails or attachments from unknown sources. Be careful even when opening emails or attachments from people you do know and trust, as viruses are often spread unknowingly.
- Never disable the system's firewall. Firewalls protect your computer from unwanted intruders and help filter out unwanted data, keeping it from your computer.
- Use passwords that are hard to guess. The only way to create a secure password is to vary upper and lowercase letters with numbers and symbols, making them at least eight characters long, and changing them regularly.

- Don't share computer access with strangers. This includes on-line file sharing programs that could allow others to access your computer from a remote location.
- If you suspect that your computer is or may have been infected by a computer virus, contact your Information Technology Manager immediately.

14.9.1 Computer / Network Data Storage & Back-ups

The storage of files and data on the Consortium's network is limited to information specific to the business of the Consortium. To avoid overloading the network's storage capacity, no storage of personal files, photos, music, video, etc. is permitted.

Only files and data stored on the Consortium's network drives are backed up automatically on a regular basis. To ensure that your work is protected, it is recommended that any important files or data you generate be saved on the network drives.

Any files or data stored locally on your individual desktop or laptop computer's hard drive (e.g., "C" Drive") will not be backed up unless you do it yourself. Prevent loss of this data by backing up your files to removable media or copying your files to the network drives on a regular basis.

14.9.2 Phishing / Spear Phishing

Phishing attacks come in several forms. However, the most common is when a phisher poses as a legitimate business, such as a bank or online payment processor. The phisher sends an email requesting that the recipient respond with personal information, which the phisher then uses to access a bank or credit card account. Phishers have tricked millions of unwary people, but consumers are learning to avoid unsolicited emails that claim to be from legitimate institutions.

Unfortunately, phishers are getting smarter, too. In a new act known as spear phishing, phishers send emails to individuals within companies and pose as coworkers. Their goal is to fool employees into giving out network user names and passwords, or other confidential data. If one employee is fooled, our entire network is exposed and our data is at risk.

To combat phishing schemes, follow these security guidelines:

- Report emails that appear to come from within the Consortium but aren't addressed to you personally.
- Report any email that asks for your user name or password.
- Remember that legitimate network administrators never need to ask you for a user name or password. Network administrators have administrator privileges and don't need your logon information to manage your account.

14.10 Web Logging (Blogging) and other Computer Forums

If you participate in any online computer forums or personal blogs in the course of your employment, please use good judgment as a representative of the Consortium. The following points must be considered in regard to this practice:

- Avoid comments that could constitute discriminatory or harassing behavior under Consortium policies.
- Blogging may not interfere with an employee's job duties.
- Don't provide the Consortium's or anyone else's confidential or proprietary information.
- Employees are legally responsible for their own commentary.
- There should be no listings of or references to students, clients or suppliers without their approval.
- There will be no anonymous blogging; writers should identify themselves.

- Users should state disclaimers such as “The views I express are mine alone and don't necessarily represent the views, values, or opinions of my employer.”
- You are required to respect copyright laws.

Please keep in mind that employees may be disciplined for any Web logging or computer forum conduct that negatively affects the workplace or creates a hostile work environment.

Computers, Electronic Mail, and Voice Mail Usage Acknowledgment Form

As an employee of the Consortium, I, _____, recognize and understand that the Consortium's electronic and voice mail systems, and computers are to be used for conducting Consortium's business. I understand that although a limited amount of personal use of the Consortium's systems is permitted, it must not delay or interfere with the proper performance of my or any other employee's duties. I agree not to access a file or retrieve any stored communication other than where authorized unless there has been prior clearance by an authorized Consortium representative.

I am aware that the Consortium reserves and will exercise the right to review, audit, intercept, access and disclose all matters on the Consortium's e-mail system at any time, with or without employee notice, and that such access may occur during or after working hours. I am aware that use of a company-provided password or code does not restrict the Consortium's right to access electronic communications. I am aware that violations of this policy may subject me to disciplinary action, up to and including discharge from employment. In addition, the Consortium may pursue legal action under the federal Computer Fraud and Abuse Act.

I authorize that I have read and I understand the Consortium's Employee Policies Manual and its Computer, Electronic Mail, and Voice Mail Usage Policies.

_____ _____

Employee Signature Date Signed

15.0 Workplace Policies

This Employee Policies Handbook is designed to answer many of your questions about the practices and policies of the Consortium. Workplace polices are listed alphabetically below. Feel free to consult with your supervisor or manager for help concerning anything you don't understand.

15.1 Alcohol Consumption

Alcohol usage during work hours and on business premises is strictly prohibited. In addition, employees are expected to use good judgment and comport themselves at all times as representatives of the Consortium when performing Consortium business and/or attending business functions or training seminars. Failure to do so may result in disciplinary action, up to and including termination of employment.

15.2 Cell / Mobile Phone Usage

Personal cell phones are allowed in the workplace; however, their usage in the office should not disrupt your work or the work of others, or distract the user's attention from safely and considerately navigating the office space or effectively performing work duties.

In lieu of issuing employees company cell phones, the Consortium reserves the right to identify those employees whose job responsibilities require that they be readily accessible via cell phone. In those cases, the Consortium will reimburse the employee for work related communications on his or her personal cell phone.

- In all cases, we ask that you abide by the following rules:

Turn Your Cell Phone Ringer Off While Indoors: The sounds of different ring tones going off all the time can be very annoying to others. Please set all cell phones to vibrate while in the office setting.

Let Your Cell Phone Calls Go to Voice Mail: While you are at work, if you are in doubt about whether an incoming call is important or business related, let voice mail pick it up. It will take much less time to check your messages than it will to answer the call and then tell the caller you can't talk.

Make Personal Calls during Breaks and Lunch Periods: During work hours, you should only use your cell phone for important personal calls or work related communications (if you are authorized to receive reimbursement). For example, the school nurse calling to say your child is ill, your child calling to say he's arrived home from school safely, and family emergencies that you must deal with immediately are important. Social calls from friends or relatives would not be considered important and should be deferred to breaks and lunch periods when possible.

Find a Private Place to Make Personal Calls: While it's okay to use your personal cell phone at work for private calls during breaks, don't stay at your desk. Find somewhere else to talk, where your conversation can't be overheard, even if what you're discussing isn't personal. You may be on a break but your co-workers have a job to do.

Don't Answer Your Cell Phone during Business Meetings: Set your cell phone to vibrate during business meetings. Most calls can wait until your meeting is over or until there is a break. Never take a personal cell phone call during a business meeting. This includes interviews and meetings with clients, students, co-workers, subordinates, supervisors and/or managers.

15.3 Charitable Contributions

From time to time, the Consortium may make, or may allow to be made, charitable donations to worthwhile charities and colleges in its own name. Examples of contributions considered worthwhile include the United Way, Make a Wish Foundation, health drives, community youth activities and so on. Contributions are made only in communities where our students or staff will benefit. All decisions concerning contributions will be made by an officer of the Consortium with input from all affected students and/or staff.

15.4 Communication within the Workplace

Successful working conditions and relationships depend upon successful communication. Not only do you need to stay aware of changes in procedures, policies and general information, you also need to communicate your ideas, suggestions, personal goals or problems as they affect your work.

In addition to the exchanges of information and expressions of ideas and attitudes which occur daily, make certain you are aware of and utilize all the Consortium methods of communication, including this Employee Policies Handbook, bulletin boards, discussions with your supervisor or manager, memoranda, staff meetings, newsletters, training sessions, and Consortium e-mail and intranet.

You will receive other information booklets, such as your insurance booklets, from time to time. You may take these booklets home so that your family may know more about your job and your benefits.

In addition, you may receive letters from the Consortium. There is no regular schedule for distribution of this information. The function of each letter is to provide you and your family with interesting news and helpful information which will keep you up-to-date on the events here at the Consortium.

15.5 Consortium Property and Equipment

15.5.1 Care of Consortium Property and Equipment

Improper, careless, negligent, destructive, unauthorized or unsafe use or operation of Consortium property or equipment is prohibited. No duplication, sharing, or loaning of keys, safe combinations or alarm codes except with appropriate supervisors.

15.5.2 Personal Use of Consortium Equipment

Employees are prohibited from using Consortium equipment for personal projects.

15.5.3 Off-duty Use of Facilities

Employees are prohibited from coming on to Consortium premises or making personal use of Consortium facilities during non-working hours without prior management approval.

15.5.4 Consortium Bulletin Boards

The Consortium maintains bulletin boards for staff located in the break room. Bulletin boards are used to provide information to employees concerning labor laws as well as general interest items. Consortium employees are not allowed to post items on any Consortium bulletin board without prior approval from a supervisor or manager.

15.6 Dress Code & Personal Appearance

The Consortium expects each employee to use good taste and mature judgment in maintaining appropriate businesslike appearance at all times in the work place. Please understand that you are expected to dress and groom yourself in accordance with accepted social and business standards, particularly if your job

involves dealing with clients, students, or visitors in person. Certain positions in the Consortium will be required to wear Consortium issued staff shirts.

Proper attire is essential in our place of business. Dress at the Consortium can best be described as casual business attire. Because all casual clothing is not suitable for the office, these guidelines will help you determine what is appropriate to wear to work. Clothing that works well for the beach, yard work, dance clubs, exercise sessions, and sports contests may not be appropriate for a professional appearance at work.

Clothing that reveals too much cleavage, your back, your chest, your stomach or your underwear is not appropriate for a place of business, even in a business casual setting.

Even in a business casual work environment, clothing should be pressed and never wrinkled. Torn, dirty, or frayed clothing is unacceptable. All seams must be finished. Any clothing that has words, terms, or pictures that may be offensive to others is unacceptable. Clothing that has the Consortium logo is acceptable. Sports team, university, and fashion brand names on clothing are also generally acceptable.

Certain days can be declared dress down days, generally Fridays. On these days, jeans that are not oversized, undersized, torn, faded or worn and other more casual clothing, although never clothing potentially offensive to others, are allowed.

15.6.1 Guide to Business Casual Dressing for Work

This is a general overview of appropriate business casual attire. Items that are not appropriate for the office are listed, too. Neither list is all-inclusive and both are open to change. The lists tell you what is generally acceptable as business casual attire and what is generally not acceptable as business casual attire.

No dress code can cover all contingencies so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If you experience uncertainty about acceptable, professional business casual attire for work, please ask your supervisor or manager.

Slacks, Pants, and Suit Pants: Slacks that are similar to Dockers and other makers of cotton or synthetic material pants, wool pants, flannel pants, dressy capris, and nice looking dress synthetic pants are acceptable. Inappropriate slacks or pants include any jeans, sweatpants, exercise pants, Bermuda shorts, short shorts, shorts, bib overalls, leggings, and any spandex or other form-fitting pants such as people wear for biking.

Skirts, Dresses, and Skirted Suits: Casual dresses and skirts, and skirts that are split at or below the knee are acceptable. Dress and skirt length should be at a length at which you can sit comfortably in public. Short, tight skirts that ride halfway up the thigh are inappropriate for work. Mini-skirts, skorts, sun dresses, beach dresses, and spaghetti-strap dresses are inappropriate for the office.

Shirts, Tops, Blouses, and Jackets: Casual shirts, dress shirts, sweaters, tops, golf-type shirts, and turtlenecks are acceptable attire for work. Most suit jackets or sport jackets are also acceptable attire for the office, if they violate none of the listed guidelines. Inappropriate attire for work includes tank tops; midriff tops; shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans; halter-tops; tops with bare shoulders; sweatshirts, and t-shirts unless worn under another blouse, shirt, jacket, or dress.

Shoes and Footwear: Conservative athletic or walking shoes, loafers, clogs, sneakers, boots, flats, dress heels, dress sandals, and leather deck-type shoes are acceptable for work. Flashy athletic shoes, flip-flops, water, beach, or athletic sandals, and bedroom slippers are not acceptable in the office. Appropriate footwear for specific duties or job assignments may also be required.

Jewelry, Makeup, Perfume, and Cologne: Should be in good taste, with limited visible body piercing. Remember, that some employees are allergic to the chemicals in perfumes and make-up, so wear these substances in moderation.

Hats and Head Covering: Other than Consortium logo baseball caps or drill instructor hats issued to or worn by designated personnel (i.e., Facilities/Operations, Instructional staff), head gear is not appropriate in the office. Head covers that are required for religious purposes or to honor cultural tradition are allowed.

15.6.1.a Operations Staff
Shirts: Staff shall adhere to policy standards. Additionally, shorts may not bare any logo or stenciling other than the approved Academy Logo(s)/attire.
Hats: Staff shall adhere to policy standards. Additionally, hats may not bare any logo or stenciling other than the approved Academy Logo(s)/attire.

15.6.2 Exceptions

Facilities/Operations employees may wear jeans that are not oversized, undersized, torn, faded or worn. In addition, supervisors and managers of personnel that have little or no routine contact with the public may authorize the employees in their department to wear jeans as acceptable work attire.

With prior approval from their supervisor or manager, employees who are participating in physical training exercises or engaging in incidental work activities such as moving offices, painting or cleaning, or any type of work activity that requires a specific type of clothing, may also dress appropriately for the duration of those activities.

15.6.3 Dress Code Violations

If clothing fails to meet these standards, as determined by the employee's supervisor or manager and Human Resources staff, the employee will be asked not to wear the inappropriate item to work again. If the problem persists, the employee may be sent home to change clothes and will receive a verbal warning for the first offense. All other policies about personal time use will apply. Progressive disciplinary action will be applied if dress code violations continue.

15.6.4 Grooming Standards

In order to maintain a professional environment consistent with the delivery of public safety education and training, staff will maintain a professional and neatly-groomed appearance. Exceptions to these standards may be granted through the normal approval process by the President, Vice President ot the appropriate director.

Head and facial hair, including sideburns, mustaches and beards shall be neatly trimmed and clean.

Hair: Outlandish hair coloring, such as purple, orange, green, pink, bright red, fluorescent or neon are not permitted. Designs cut into the hair line are also not permitted. Hair shall be of a professional appearance. Conservative barrettes and pins are permitted.

Facial Hair: Beards shall be well groomed, follow the contours of the face and be no longer than two inches in length. Sideburns may not extend below the bottom of the earlobe. Mustaches must be neatly trimmed and professional in appearance. Persons intending to grow facial hair are to provide prior notification to their supervisor.

Tattoos and/or Brandings: Obscene, racially/ethically derogatory and/or gang tattoos or branding are not permitted. Tattoos and/or brandings on the head, face, neck, are not permitted. Depending on the nature of the tattoo/branding they may be required to be covered during work.

Body Piercing or Alteration: Body piercing or alteration to any area f the body visible that is a deviation from normal anatomical features and which is not medically required is prohibited. Such body alteration includes, but is not limited to:

- Tongue splitting or piercing
- The complete or transdermal implantation of any material other than hair replacement
- Abnormal shaping of the ears, eyes, nose or teeth

15.7 Drug and Alcohol Abuse

The Consortium is committed to providing a safe, drug free workplace and to protect the interests of our employees, students, and clients. The Consortium's policy prohibits anyone from using, possessing, selling, distributing, manufacturing, purchasing or being under the influence of alcohol, illegal drugs, intoxicants, or controlled substances while performing work for the Consortium, or while on the Consortium premises or on company business, including operating vehicles leased or owned by the Consortium.

As an on-going condition of employment, employees are required to abide by this prohibition and to notify, in writing and within five (5) days of the violation, their supervisor or manager of any criminal drug statute conviction they receive. An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Consortium property will not be tolerated because such conduct, even though off duty, reflects adversely on the Consortium. In addition, the Consortium must keep people who sell or possess controlled substances off the Consortium's premises in order to keep the controlled substances themselves off the premises.

Employees who drive a Consortium owned vehicle and whose driver's license is confiscated, suspended or revoked due to a driving under the influence arrest or conviction must notify their supervisor or manager as soon as possible, but no later than their first day of work immediately following the arrest or conviction.

For purposes of this policy, the use of prescription drugs by a person for whom they have not been prescribed or for a use not consistent with the prescription is prohibited.

The use of prescription drugs and/or over-the-counter medication also may affect an employee's job performance. Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform their job, or affect the safety or well being of others, must notify his or her supervisor or manager of such use immediately before starting or resuming work.

15.7.1 Consequences

The Consortium will impose disciplinary sanctions on employees ranging from educational and rehabilitation efforts up to and including expulsion or termination of employment and referral for criminal prosecution for violations of these standards of conduct.

Employees whose driver's licenses are confiscated, suspended, or revoked due to a driving under the influence arrest or conviction, shall not be allowed to drive any Consortium owned vehicle. In addition, if driving a Consortium owned vehicle is part of the employee's job requirements, the employee may be terminated.

Discharge from employment "as a result of an irresistible compulsion to use or consume intoxicants" disqualifies claimants from receiving unemployment benefits, as does any institutionalization as a drug addict.

Disability insurance benefits may be denied "for any loss sustained or contracted in consequence of the insured's being intoxicated or under the influence of any controlled substances unless administered on the advice of a physician."

Long term disability retirement allowances may not be paid if the disability is due to the intemperate use of alcohol or other drugs.

15.7.2 Fitness for Duty Examinations

The Consortium reserves the right to require an employee to submit to a medical fitness for duty examination, when, in the Consortium's opinion, such an examination is job related and consistent with business necessity.

15.7.3 Seeking Treatment

The Consortium will encourage and reasonably accommodate employees with chemical dependencies (alcohol or drug) to seek treatment and/or rehabilitation. To this end, employees desiring such assistance should request a leave of absence. The Consortium is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use. Nor is the Consortium obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Consortium's treatment of employees who violate the regulations described above. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

A number of community resources are available to help you, including:

- *Alcoholics Anonymous*
- *County Bureau of Alcohol and Drug Services*
- *Employee Assistance Program*
- *Narcotics Anonymous*
- *National Council on Alcoholism and Drug Dependence*

This document is intended solely as a resource. The Consortium does not endorse programs and/or agencies listed on this document and accepts no responsibility for treatment provided by these agencies/ programs, nor does it guarantee insurance coverage of treatment.

This document is not a comprehensive listing of alcohol/chemical dependency treatment programs. Other sources for both in-patient and out-patient alcohol/chemical dependency treatment programs may be located by consulting your family physician, local telephone directory under the heading "Drug Treatment Programs," or through the National Council on Alcoholism and Drug Dependence at (212) 206-6770.

15.8 Employee Recognition Program

In recognition of outstanding employee performance and/or milestones in length of service, the Consortium has an established Employee Recognition Program.

15.8.1 Instant Recognition Certificates

All Consortium employees are eligible to give and receive Instant Recognition Certificates as an expression of appreciation for a job well done. These certificates offer a chance to instantly recognize your co-workers or work groups when you notice them doing an outstanding job. Certificates can be accumulated and redeemed for various prizes.

15.8.2 Quarterly Employee Recognition Awards

Any Consortium employee who has completed at least one year of cumulative service with the Consortium is eligible to receive the Quarterly Recognition Award. This award is presented on a quarterly basis to recognize the accomplishments of an employee or work group who regularly exemplifies the mission of the Consortium by providing leadership and excellence in public safety training through regional and community partnerships. Quarterly Employee Recognition Award recipients are automatically nominated for the Gold Star Annual Award.

15.8.3 Gold Star Annual Award

Any Consortium employee who has completed at least one year of cumulative service with the Consortium is eligible to receive the Gold Star Annual Award. This award is presented once a year to recognize an employee who not only exemplifies the Consortium's mission but provides extraordinary service beyond his or her basic job description. Nominees should demonstrate the core values of the Consortium by exhibiting constant self improvement, outstanding integrity, discipline in work practices, sound and inclusive decision making skills, full self expression, and the ability to acknowledge and appreciate the work of others.

15.8.4 Length of Service Awards

Each year, the Consortium honors its long-term employees by presenting service awards at an annual Consortium function. Service awards will be given to employees who have completed five (5), ten (10), fifteen (15), twenty (20), and twenty-five (25) and thirty (30) years of service.

15.9 Expense Reimbursement

The Consortium will reimburse employees for approved business expenses. Normally you must have your supervisor or manager's written authorization (usually by way of a requisition or purchase order) prior to incurring an expense on behalf of the Consortium. To be reimbursed for all authorized expenses, you must submit an expense voucher (Petty Cash form or Request for Warrant), accompanied by receipts, indicating the nature of the expense, a job code or class, and which department's budget is to be charged for the expense. Forms must also be approved by your supervisor or manager and signed by an executive manager before forwarding to Business Services for payment.

Petty Cash forms are to be used for expenses not exceeding $100. In rare cases where petty cash is needed for expenditures exceeding $100, executive management must pre-authorize the transaction. Please be aware that Petty Cash reimbursements may not be immediate, and are subject to availability of cash on hand. Requests for Warrant forms are to be used for all expenditures over $100.

You must submit requests for reimbursement as you incur authorized reimbursable expenses. In order for the Consortium to keep records and accounting accurate and current, requests for reimbursement over thirty (30) days old may not be honored.

If you have any questions about the Consortium's expense reimbursement policy, contact the Business Services Manager.

15.10 Food & Beverages

While employees are encouraged to spend their lunch and break periods away from their office or workstation, eating and drinking in the office or at individual workstations at other times is permitted. However, this activity should be conducted with consideration for co-workers and guests to the Consortium.

15.10.1 Containers

Drinks must be kept in containers that are stable and not easily tipped.

15.10.2 Other Considerations

Please no drinking or eating near important documents or office equipment, especially computers.

Please no drinking or eating in the Reception area.

Immediate clean-up and proper disposal of food-stuff in the break room trash cans is expected from all employees.

Please note that improper disposal of food items can lead to infestation of insects and other vermin.

Enforcement of this policy will be responsibility of each department supervisor.

See also, “Meal/Break Room Facility” below.

15.11 Meal / Break Room Facility

For your convenience and comfort, the Consortium provides a meal/break room. This area is for everyone’s use. It is your responsibility to do your share in keeping this facility clean and sanitary.

Please remember to use containers with reliable seals and label your food with your name and date. As to food items left or stored in the break room, if you didn’t bring it and nobody offers it to you, don’t eat it.

Food stored in the refrigerator for a period of more than thirty (30) days will be disposed of. The refrigerator is cleaned out every Monday, Wednesday, and Friday.

Since we have a communal coffeemaker, refill it and make a new pot whenever you drink the last cup. If you aren’t sure whether anyone wants more coffee, rinse the pot and the filter so that the coffeemaker is ready when the next person comes along.

15.12 Media Contacts

Employees may be approached for interviews or comments by the news media. Only contact people designated by the President/CEO may comment on Consortium policy or events that have an impact on the Consortium.

15.13 Music / Portable Music Player Usage

Playing music in the office should not disrupt your work or the work of others, or distract the user’s attention from safely and considerately navigating the office space or effectively performing work duties. Use of ear phones to listen to personal audio devices is prohibited during work hours.

15.14 Personal Use of Telecommunications Systems

The Consortium’s telecommunication systems are primarily intended to serve the needs of the Consortium. However, the Consortium realizes that employees must sometimes place or receive personal calls on company telephones. Employees are asked to make any personal calls during breaks and lunch when possible and to ensure that friends and family members are aware of the Consortium’s policy. Flexibility will be provided in the event of an emergency situation. Personal long distance calls are not permitted except in an emergency situation and with the approval of the employee’s supervisor or manager. Employees should be prepared to reimburse the Consortium for costs accrued.

15.15 Personal Vehicle Parking

Employee personal vehicles may be parked in designated areas only. Employees may not use parking areas specifically designated for students, visitors, or Consortium vehicles. The Consortium is not responsible for any loss or damage to employee vehicles or contents while parked on Consortium property.

15.16 Pets at Work

The Consortium does not allow personal pets in the workplace. The only animals allowed on the premises are working police dogs and service animals.

Below are mandatory policies for working dogs and their handlers/owners:

- *Dogs must be properly licensed and vaccinated.*
- *Dogs must be kept on a leash when inside the Consortium facilities.*
- *Dogs should stay with their owner or designated handler at all times and should preferably remain in the employee's office or immediate work area.*
- *Owners are responsible for cleaning up after their dogs on Consortium grounds.*
- *Owners must maintain adequate liability insurance against dog mishaps.*

15.17 Recycling, Waste Prevention & Conservation

The Consortium actively supports recycling wherever possible. Employees are asked to place all of the following recyclable materials in the appropriate recycling containers located throughout the buildings and grounds:

- *Aluminum cans and plastic bottles*
- *Stationary, computer and copy machine paper and envelopes*
- *Cardboard*
- *Toner, Laser and ink printer cartridges*
- *Batteries*

Please keep all "contaminants" out of the recycling containers. Cardboard should be broken down and left in the hallway outside your office for pickup by janitorial personnel. All newspaper, magazines, glossy paper, wrapping paper, leftover food and non-recyclable garbage must be disposed of in the regular trash. Exception: metal staples and small paper clips do not need to be removed from recycled paper.

Recycling containers are located near computer printers, copiers, in the lunch/break area and throughout various offices and classrooms. Please do your part to recycle reusable materials by placing them in the appropriate marked recycling containers. Please reuse items until they genuinely need to be replaced. Also, please pay attention to ways of conserving energy. Some of the easiest ways to do this are to make sure lights, equipment and faucets are turned off, and all doors and windows are closed whenever practical.

15.17.1 Disposal of Confidential Documents

All documents containing confidential information should be shredded before being recycled. Confidential documents may be shredded using the shredding machine in the break room. Recycle boxes for confidential materials are also located in various offices throughout the building and are routinely emptied into a large confidential materials recycling container, the contents of which are periodically picked up and shredded by a commercial recycling firm.

15.17.2 Toner, Laser and Ink Printer Cartridges

Empty toner, laser, and inkjet printer cartridges should be turned in to Operations for recycling.

15.18 Requests for Information from Attorneys or Private Investigators

All subpoenas or requests for information from any attorney, law firm, or private investigator regarding any aspect of the Consortium's training, practices, policies, operations, etc. must be referred to the Director of Administrative Services.

15.19 Requests for Legal Opinions from the Consortium's Legal Counsel

In order to avoid duplicate requests or unnecessary contact, all requests for legal opinions directed to the Consortium's legal counsel shall be made through the President/CEO or the Director of Administrative Services.

15.20 Searches of Consortium Property, Equipment, and Personnel

15.20.1 Access & Disclosure

To ensure the safe, secure, and efficient operation of the office, the Consortium must have access at all times to its property and equipment. Given that employees may not always be available to produce such property and equipment when needed, the Consortium reserves the right to conduct searches at any time of its property, including offices, workstations, desks, lockers, vehicles, and communication systems, as well as any contents, files, recordings, effects and articles they contain.

15.20.2 Workplace Inspections

Workplace inspections may occur at anytime, with or without advance notice or consent, subject to any constraints imposed by applicable law. Inspections may occur during, before or after working hours by any department manager or personnel designated by the Consortium. Because such searches may result in the discovery of an employee's personal possessions or documents (including electronic documents), employees are encouraged to refrain from bringing into the workplace, or causing to be created in the workplace, any item or personal property (including documents) that they do not wish to reveal to the Consortium. In addition, for security reasons, employees should not leave personal belongings of value in the workplace.

15.20.3 Searches of Personnel and their Personal Property

In order to enforce many of the policies within this manual, employees must understand that they have no reasonable expectation of privacy in the workplace. The Consortium reserves the right to conduct searches of Consortium employees, and to implement other measures as necessary to deter and detect abuses of these policies. Outside of routine inspections of Consortium property, supervisors and managers must have a legitimate reason to believe a search is necessary (e.g., evidence of drug or alcohol abuse) and must obtain prior approval from the Director of Administrative Services or the President/CEO. Any searches of personnel will be conducted in private (if possible) with a witness present.

15.21 Solicitations & Distributions

Employees are not permitted to sell chances, merchandise or otherwise solicit or distribute literature without prior management approval. If approved, written notices, solicitations, or literature may be posted or left in common work areas (e.g., the employee break room); however, personal contact or solicitation of individual employees is not allowed.

No employee shall solicit or promote support for any cause or organization during working time or during the working time of the employee or employees at whom the solicitation activity is directed;

No employee shall distribute or circulate any written or printed material in work areas at any time, during working time, or during the working time of the employee or employees at whom the solicitation activity is directed; and

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

Posting on bulletin boards will be subject to approval by the Director of Administrative Services prior to posting, and notices regarding personal solicitation will not be allowed.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for the Consortium; it does not include break periods, meal periods, or periods in which an employee is not, and is not scheduled to be, performing services or work for the Consortium.

15.22 Telecommuting Policy

On occasion, specific jobs or tasks may be accomplished more productively by the use of flexible work arrangements such as telecommuting. Telecommuting is defined as an employment arrangement in which a specific job or task, delegated from the employee's supervisor or manager with the approval of executive management, is occasionally scheduled and conducted during the employee's normal work hours from a remote location, such as their home. For some job titles, specific jobs or tasks may be done on an as-needed basis at odd hours and not necessarily at any specific time of the day or night.

15.23 Uniforms

For a professional image, clothing with the "SBRPSTC" logo is issued to personnel as authorized by a supervisor using the requisition form available in Operations. Clothing is distributed as follows:

- *Operations staff and Fire Instructors: issued five (5) royal blue polo shirts per year*
- *Instructional Support staff: issued four (4) colored polo shirts; re-issued on submission of damaged or worn item*
- *Academy Coordinators and Tactical Officers: issued three (3) red polo shirts and one (1) black logo baseball cap; re-issued on submission of damaged or worn item*
- *Range and Vehicle Operations Instructors: issued two (2) polo shirts and one (1) baseball cap (upon request)*
- *Physical Training and Arrest Control Instructors: issued two (2) T-shirts, one (1) pair of shorts, one (1) sweatshirt, one (1) pair of sweat pants; each re-issued on submission of damaged or worn item*
- *Full-time and Hourly Staff: issued four (4) stenciled logo shirts (upon request); re-issued on submission of worn or damaged item*

15.24 Use of Consortium Vehicles

All Consortium-owned vehicles are to be used primarily for instruction or other business needs of the Consortium. All temporary assignments must be at the written request of the program coordinator and approved in writing by the Director of Administrative Services. Instructional needs take precedent over business needs, and as such any assigned vehicle may be pulled back from temporary assignment for instructional needs. This policy outlines the duties, privileges and responsibilities as they pertain to the use of Consortium-owned vehicles.

15.24.1 Assignment of 24-hour Vehicles

The assignment of a 24-hour vehicle to an employee will be made solely on the basis of his or her role and responsibilities within the Consortium. Furthermore, the assignment must realize an efficiency and benefit to the Consortium that could not otherwise be reasonably established or the assignment must prevent an undue hardship on an employee. *As such, one of the following criteria must be met as reviewed by the employee's supervisor or manager and approved by the Director of Administrative Services or the President/CEO*:

- *Employees may be assigned a 24-hour vehicle for a period of time consistent with reoccurring job responsibilities or multiple site responsibilities that require travel multiple times per week, or;*
- *Employees may be assigned a 24-hour vehicle if their job responsibilities require travel on a regular basis and other means of transportation would create greater costs to the Consortium or an inability to perform assigned duties in an efficient manner, or;*
- *Employees may be assigned a vehicle if a supervisor or manager changes their job assignment and their commute distance is increased as a result.*

All vehicle assignments require proper authorization, documentation (including driver's license and vehicle insurance verification), orientation to regulations governing vehicle use as outlined in the vehicle MOU, and compliance with all other applicable Consortium regulations.

Employees who are assigned 24-hour vehicles are required to share the costs for home-to-work round trip miles. Employees assigned a 24-hour vehicle are required to notify Human Resources if and when their commute distance circumstances changes so that adjusted shared cost calculations can be computed.

Employees may opt out of a 24-hour vehicle assignment, and check out temporary pool vehicles as required, but no mileage will be paid for commute distances to their work site.

All vehicle assignments require proper authorization, documentation (including driver's license and vehicle insurance verification), orientation to regulations governing vehicle use as outlined in the Vehicle MOU, and compliance with all other applicable Consortium regulations.

15.24.2 Assignment of Instructional or Pool Vehicles

Instructional Vehicles: Upon the coordinator's authorization, Facilities will check out the requested vehicle(s). For reoccurring assignments, coordinators must make arrangements prior to the class for which vehicle(s) are to be used. Facilities will deliver the vehicle(s) to the appropriate training location if requested.

Pool Vehicles: Administratively assigned pool vehicles are available for temporary use by Consortium employees for business purposes or when an efficiency and benefit to the Consortium can be established. You may choose to use your personal vehicle in lieu of a pool vehicle; however, you must obtain prior approval from your supervisor or manager before doing so and no mileage allowance for the use of your personal vehicle will be paid under these circumstances.

Overnight use (take-home) of a pool vehicle may be allowed upon receipt of prior authorization from the program coordinator or the Director of Administrative Services.

A Consortium pool vehicle will be temporarily assigned to an employee only after the following procedures have been met:A written Request for Vehicle Assignment Form has been completed by the employee and approved by the program coordinator and the Director of Administrative Services.A copy of the employee's current and valid California Driver's License and a current vehicle coverage insurance card must be attached to the form submitted by the employee on an annual basis;A Driver Safety check out procedure has been conducted by Facilities to include a safety inspection of the vehicle, an inventory of the vehicle for all safety equipment, briefing on collision reporting policy, fueling, and maintenance instructions.

15.24.3 Vehicle Use, Care and Maintenance

Consortium vehicles are to be used exclusively for Consortium instruction or business. Any other use is not permitted, to include: transporting family members and friends, travel that does not pertain to work, and any use that could create a negative image for the Consortium.

Employees must obey the traffic laws of the State of California at all times when operating a Consortium vehicle. Any use of mobile phones must be hands-free and no texting is allowed while operating a Consortium vehicle.

All due care should be taken by the employee to protect Consortium vehicles from damage and abuse. Employees should make every attempt to keep the vehicle clean both inside and out. All damage to the vehicle, no matter how minor, should be reported to the Operations/Facilities Coordinator.

Employees must complete monthly vehicle status reports, which will include starting and ending mileage for the month, attached gas receipts, and attached light maintenance or repair invoices. It is the employee's responsibility to report any suspected mechanical problems immediately to the Operations/Facilities Coordinator. The employee will turn the vehicle into Facilities for regularly scheduled maintenance when requested to do so by the fleet manager, or the Operations/Facilities Coordinator.

15.24.4 Vehicle Collision and/or Law Enforcement Contact Reporting

All vehicle collisions involving a Consortium vehicle, whether it be with another vehicle, pedestrian, bicycle, animal, or a fixed object, shall be verbally reported to the employee's supervisor or manager as soon as practical. Written reports are also required.

Any collision involving serious damage in excess of $750 must be reported to the local law enforcement authority or the California Highway Patrol for the required Traffic Collision Investigation.

All accidents involving death or injuries must be reported to the local law enforcement authority or the California Highway Patrol for the required Traffic Collision Investigation. In addition, the involved employee, or if the employee is incapacitated the employee's supervisor or manager, shall as soon as practical, notify the President/CEO.

If any collision occurs during instruction, the Program Coordinator will also be immediately notified.

The involved employee will prepare a vehicle collision report as soon as possible. In the case of an accident during instruction the instructor will complete the report. Reports must include the names of all parties involved in the accident and a brief description of the facts surrounding the incident. Contact and driver's license information for all involved parties should be included.

All law enforcement contacts that lead to a citation or arrest must be reported immediately to the Facilities Coordinator. Copies of any citations must be turned in to the Operations/Facilities Coordinator.

Note: Please see the Driver's License and Driving Record Policy in the "Employee Information" section of this Employee Policies Handbook for further information.

15.24.5 Termination of Agreement or Variation from Policy

The President/CEO or his or her designee may terminate a vehicle use agreement with any employee at any time. Any variation from these policies must receive prior authorization from the President/CEO or the Director of Administrative Services.

15.25 Use of Tobacco Products

The Consortium is committed to providing a healthy and safe workplace for all of our employees, students, clients, contractors and vendors. In keeping with this commitment, the smoking of cigarettes, pipes, or cigars, to include the use of smokeless tobacco, in the office or in any Consortium-owned vehicle is prohibited. If you wish to smoke, you must go outside the building and use designated smoking areas only.

Excessive breaks, whether for smoking or other reasons, may lead to discipline, up to and including termination of employment.

All employees are expected to abide by this policy while at work.

15.26 Possession of a Loaded or Unloaded Firearm on Campus

Pursuant to Penal Code Title 15, Section 626.9 "Gun-Free School Zone Act of 1955"

i. Notwithstanding Section 25605, any person who brings or possesses a firearm upon the ground of campus of, or buildings owned or operated for student housing, teaching, research, or administration by, a public or private university or college, that are contiguous or are clearly marked university property, unless it is with the written permission of the university or college president, his or her designee, or equivalent university or college authority, shall be punished by imprisonment pursuant to subdivision (h) of Section 1170 for one, two, or three years.

ii. (o) This section does not apply to an honorably retired peace officer authorized to carry a concealed or loaded firearm.

iii. (p) This section does not apply to a peace officer appointed pursuant to section 830.6 who is authorized to carry a firearm by the appointing agency

iv. Academy full time staff who fall within the above statutes (626.9(o)) and who routinely carry a loaded firearm are to notify the Director of Administrative Services by memorandum of their intention to routinely carry a loaded firearm on campus. A copy of their retirement identification and authorization shall be attached.

v. All other academy staff who are in possession of a Concealed Weapons Permit (CCW) are prohibited by law from carrying a loaded or unloaded firearm on campus without the approval of the President. Persons in possession of a CCW permit shall request written approval by the president before carrying any loaded or unloaded firearm on campus. This approval will be made by memorandum and a copy of the CCW permit must be attached.

vi. No other persons shall possess a loaded or unloaded firearm on campus. This does not preclude academy staff from handling and transporting academy firearms in the course and scope of their regularly assigned duties.

16.0 Safety

16.1 General Employee Safety

The Consortium is committed to providing and maintaining a healthy, safe and secure working environment for all employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. Maintaining a safe work environment, however, requires the continuous cooperation of all employees.

The Consortium will maintain safety and health practices consistent with the needs of our industry. All workstations will be ergonomically equipped to assist in the prevention of repetitive motion injuries. If you are ever in doubt about how to safely perform a job, it is your responsibility to ask your supervisor or manager for assistance. Any suspected unsafe conditions and all injuries that occur on the job must be reported immediately. Compliance with these safety rules is considered a condition of employment. Therefore, it is a requirement that each supervisor or manager make the safety of employees an integral part of her/his regular management functions. It is the responsibility of each employee to accept and follow established safety regulations and procedures. It is important that employees follow safe and healthy work practices at all times. The Consortium strongly encourages you to communicate with your supervisor or manager regarding safety issues. In addition, you should refer to the Consortium's Injury and Illness Prevention Program for further details.

Accidents can be prevented only with the cooperation of all; as such, the following safety rules should be observed at all times:

- Always check to see that electrical equipment, computers, coffee machines and so forth are turned off before leaving the company premises.
- Immediately report every work-related injury or potentially hazardous condition, no matter how minor, to your supervisor or manager.
- Learn to lift correctly: do not attempt to push, pull or lift objects unless you can do so safely. Get help when necessary.
- Take every precaution, including doing wrist and arm exercises, to avoid carpal tunnel and other repetitive motion injuries.

16.2 Safety Rules

Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all Consortium activities. We want to protect you against industrial injury and illness, as well as minimize the potential loss of production. We will continue to provide a clean, safe and healthy place to work and we will provide the best equipment possible.

Below are some general safety rules to assist you in making safety a regular part of your work. You are expected to work safely, to observe all safety rules and to keep the premises clean and neat. Remember that carelessly endangering yourself or others may lead to disciplinary action, including possible termination. Your supervisor or manager may post other safety procedures in your department or work area.

16.2.1 Working Safely

Safety is everyone's responsibility. Remind your co-workers about safe work methods. Start work on any machine only after safety procedures and requirements have been explained. Immediately report any suspected hazards and all accidents to your supervisor or manager.

16.2.2 Workplace Behaviors

Horseplay, scuffling, and other acts that tend to have an adverse influence on the safety or wellbeing of employees or students are prohibited. All employees will avoid remarks, behavior, or threats that intimidate, harass, or degrade others.

16.2.3 Electrical Hazards

Do not stand on a wet floor while using any electrical apparatus. Keep extension cords in good repair. Don't make unauthorized connections or repairs. Do not overload outlets.

16.2.4 Fire Extinguishers

Know where fire extinguishers are and how to use them. Only trained and designated workers should attempt to respond to a fire or other emergency.

16.2.5 Lifting

Ask for assistance when lifting heavy objects or moving heavy furniture. Bend your knees, get a firm grip on the object, hold it close to your body and space your feet for good balance. Lift using your stronger leg muscles, not your weaker back muscles.

16.2.6 Handling Tools

Exercise caution when handling objects and tools. Do not use broken, defective or greasy tools. Use tools for their intended purpose only. Wear safety glasses or goggles whenever using a power tool.

16.2.7 Using Ladders

Place ladders securely. Do not stand on boxes, chairs or other devices not intended to be used as ladders.

16.2.8 Materials Handling

Do not throw objects. Always carry or pass them. Use flammable items, such as cleaning fluids, with caution. Also, stack materials only to safe heights. Cleanse thoroughly after handling hazardous substances and follow the manufacturer's instructions for the safe usage, storage, and disposal of all chemical products.

16.2.9 Personal Protective Equipment

Required personal protective equipment, except for prescription glasses and steel toe shoes, will be issued to you by your supervisor or manager. Always wear or use appropriate safety equipment as required in your work. Wear appropriate personal protective equipment, like shoes, hats, gloves, goggles, spats and hearing protectors in designated areas or when working on an operation which is potentially hazardous. Also, wear gloves whenever handling sharp objects.

16.2.10 Preventing Falls

Keep aisles, work places and stairways clean, clear and well lighted. Walk, don't run. Watch your step.

16.2.11 Falling Objects

Store objects and tools where they won't fall. Do not store heavy objects or glass on high shelves.

16.2.12 Trash Disposal

Keep sharp objects and dangerous substances out of the trash can. Items that require special handling should be disposed of in approved containers.

16.2.13 Cleaning Up

To prevent slips and tripping, clean up spills and pick up debris immediately.

16.2.14 Work Areas

Keep cabinet doors and file and desk drawers closed when not in use. Open only one drawer at a time. Remove or pad torn, sharp corners and edges.

16.3 Report All Injuries

All accidents, injuries (no matter how slight), potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your supervisor or manager. If you or another employee is injured, you should, if needed, contact outside emergency response agencies. Even if you feel that an injury does not require medical attention or if you refuse medical treatment, a Supervisor and Employee Report of Accident Form must still be completed in case medical treatment is later needed and to insure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred. All required forms can be obtained from the Business Services office.

Federal law (Occupational Safety & Health Administration) requires that we keep records of all illnesses and accidents which occur during the workday. The CA State Workers' Compensation Act also requires that you report any workplace illness or injury, no matter how slight. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits. OSHA also provides for your right to know about any health hazards which might be present on the job. Should you have any questions or concerns, contact your supervisor or manager for more information.

16.3.1 Ask Questions

If you are ever in doubt regarding the safe way to perform a task, please do not proceed until you have consulted a supervisor or manager. Employees will not be asked to perform any task which may be dangerous to their health, safety or security. If you feel a task may be dangerous, inform your supervisor or manager at once.

We strongly encourage employee participation and your input on health and safety matters. Please obtain a Safety Suggestion Form from Facility Operations for this purpose. Employees may report potential hazards and make suggestions about safety without fear of retaliation. We appreciate, encourage and expect this type of involvement. The success of the safety program relies on the participation of all employees. Though it is the Consortium's responsibility to provide for the safety, health and security of its workers during working hours, it is the responsibility of each employee to abide by the rules, regulations and guidelines set forth.

Remember, failure to adhere to these rules will be considered serious infractions of safety rules and will result in disciplinary actions.

16.4 Fire Prevention

Know the location of the fire extinguisher(s) in your area and make sure they are kept clear at all times. Notify your supervisor or manager if an extinguisher is used or if the seal is broken. Keep in mind that extinguishers that are rated ABC can be used for paper, wood, or electrical fires. Make sure all flammable liquids, such as alcohol, are stored in approved and appropriately labeled safety cans and are not exposed to any ignition source (e.g., Don't place a gas can in a closet with a water heater).

16.4.1 In Case of Fire

If you become aware of a fire, you should:

- If the fire is out of control, leave the area immediately. No attempt should be made to fight the fire.
- Dial 9-1-1 or the local fire department. Be sure to say, “Fire” and give your name and the address or location. Also notify Evergreen College Campus Police directly if the incident occurs on the Evergreen campus.
- If there are injuries or people in danger, tell the dispatcher – they will send paramedics as well.
- What should you do when you're on fire? Stop, drop and roll!
- If possible, immediately contact your supervisor or manager or the Vice President of Administrative Services. Evacuate all employees from the area.
- If the fire is small and contained, locate the nearest fire extinguisher. This should only be attempted by employees who are knowledgeable and trained in the correct use of fire extinguishers.

When the fire department arrives, direct the crew to the fire. Do not re-enter the building until directed to do so by the fire department.

16.5 Medical Emergencies

Whenever a medical emergency arises or you believe a medical emergency could exist, you should:

- Dial 9-1-1 and give your name and the address or location. Also notify Evergreen College Campus Police directly as well if incident occurs on at the Evergreen site.
- Tell the dispatcher the nature of the illness or injury.
- Provide first aid, if trained to do so, until the arrival of emergency personnel.
- As soon as possible, contact your supervisor or manager or the Vice President of Administrative Services.

16.5.1 First Aid Kits and Automatic External Defibrillators

The Consortium provides basic first aid materials for use in medical emergencies. These kits must be kept in sanitary and usable conditions through frequent inspections. Any items used must be reported to Operations for replacement.

Automatic External Defibrillators (AED) are also available for use in cardiac emergencies. You should know where these devices are stored and familiarize yourself with their use. Only trained and designated workers should attempt to use the AED devices.

16.6 Emergency Evacuations

If you are advised to evacuate the building, you should:

- Stop all work immediately.
- Contact outside emergency response agencies, if needed.
- Shut off all electrical equipment and machines, if possible.
- Walk to the nearest exit, including emergency exit doors, as indicated on emergency exit maps located throughout the building.
- Exit quickly, but do not run. Do not stop for personal belongings.
- Proceed, in an orderly fashion, to a parking lot near the building. Be present and accounted for during roll call.
- Do not re-enter the building until instructed to do so.

16.6.1 Violent Intruder Action Protocol

The Consortium has developed an action plan protocol and response to the unlikely event of a violent intruder on campus.

Definition: Violent Intruder
A Violent Intruder is an individual(s) actively engaged in a random and systematic shooting spree with the sole intent to kill and inflict as much serious bodily injury as possible. In most cases armed intruders use firearms and there is no pattern or method to their selection of victims. Such events are unpredictable and evolve quickly.

Armed Intruder events typically end within 10-15 minutes, most often with the arrival of law enforcement. Staff must be prepared both mentally and physically to react and deal with an active shooter until help arrives or the shooter is neutralized.

Response to a Violent Intruder
How you respond to an active shooter will be dictated by the specific circumstances of the encounter. If time and safety permit have one person:

- **CALL 911**
  - Provide your name and specific location and state that : "***we have an armed intruder on campus, gunshots fired"***
  - If you were able to see the shooter, give a physical description and the number of shooters
  - The number and types of weapons
  - The number of potential victims and their location
  - Where on campus the shooter is (if you know)

- **CALLING 911 FROM A CELL PHONE**
  - 911 calls from cell phones may need to be transferred to another agency because cell phone calls are often sent to a 911 answering point based on cell radio coverage. Cell coverage areas don't always match political boundaries
  - Know your cell phone number and be prepared to give the dispatcher an exact address

NOTE: Gavilan's Security personnel are unarmed. Don't waste valuable time attempting to contact them.

Quickly determine the most reasonable way to protect your own life. Remember, students and visitors are likely to follow the lead of employees during an active shooter situation. Based on the location of the shooter you will need to consider the following response options:

RUN

- Evacuate **AWAY** from the sound and direction of the gun fire
- Have an escape route and plan in mind. That plan must be flexible depending on where the shooter is
- Evacuate regardless of whether others agree to follow
- Leave your belongs behind

- Help others escape, if possible
- Prevent individuals from entering an area where the active shooter may be
- Do not attempt to move wounded people
- Call 911 when you are safe

HIDE

If evacuation is not possible, find a place to hide where the active shooter is less likely to find you. Your hiding place should:

- Be out of the active shooter's view and away from windows and doorways
- Provide protection if shots are fired in your direction, (i.e. an office with closed and lockable doors)
- Do not "trap" or restrict your options for movement

To prevent an active shooter from entering your hiding place:

- Lock the door (Classroom doors with interior "push bars" have been equipped with an "Allen Wrench" near the door which can be used to lock the door from the inside
- Barricade the door with heavy furniture
- Close shades, cover door windows with the coverings provided, turn off lights, silence cell phones and remain as calm and quite as possible

FIGHT

As a last resort, and only when your life is in imminent danger, organize others present to distract and attempt to disrupt, and/or incapacitate the active shooter:

- Look for items within your space that can be improvised as weapons
- React as aggressively as possible against him if he attempts to enter the room
- Attack as a group
- **Fight dirty** bite, kick scratch, gouge, throw things
- Grab the shooter's head and limbs and take him to the ground
- Don't give up until the shooter is incapacitated
- Turn off the lights

How to respond when law enforcement arrives.

Law enforcement's purpose is to STOP the active shooter as soon as possible. Officers will proceed directly to the area from which the last shots were heard. The first officers on the scene will not stop to help the injured. Medical personnel will respond when the immediate threat has been neutralized.

How you should react when law enforcement arrives:

- Remain calm and follow officers' instructions
- Put down any items in your hands (i.e. bags, jacket, backpacks etc.)
- Keep your hands visible at all times

- Avoid making quick movements toward officers such as holding on to them for safety
- Avoid pointing, yelling and/or screaming
- Do not stop to ask officers for help or directions when evacuating, just proceed in the direction from which officers are entering the premise
- Expect to be assembled in a safe place until the situation has stabilized.
- Do not leave until law enforcement authorities have instructed you to do so.
- Contact your immediate supervisor so that management can begin the process of accounting for staff, students and visitors and assessing addition needs,

Response by off-duty law enforcement staff and visitor at South Bay during an active shooter incident.

We recognize that many visitors to South Bay are duly authorized under the law to carry firearms and would, undoubtedly, be willing and prepared to respond in the eventuality of an active shooter incident, at this, or any of our other campuses or training venues. South Bay does not expect or encourage armed off-duty or retired peace officers to respond, particularly those in plain clothes. Our primary concern is for your safety, as much from "friendly fire" by responding on duty law enforcement who may perceive an armed individual as a threat. Your training and skills will save lives and might better be directed toward the coordination of civilian staff, students and visitors in the implementation of this "**RUN/HIDE/ FIGHT**" action plan. The decision of whether or not you choose to engage the active shooter is a personal one which South Bay cannot, and will not attempt to usurp.

Post Event Management

Following the chaos of an active shooter event, it will be incumbent on management to begin the process of accounting for staff, students and visitors. Toward that end, and when reasonably possible, employees should contact their immediate direct report and proceed to a designated assembly point. (*At South Bay's COY site the designated assembly area will be the skid pan unless precluded by the circumstances of the event*.)

Management will need to:

- Conduct an accounting to determine who, if anyone, is missing and potentially injured
- Determine the method for notifying families of individuals affected by the active shooter, including notification of any casualties
- Assessing the psychological state of individuals at the scene and referring them to health care specialists accordingly.

16.7 Housekeeping

Neatness and good housekeeping are signs of efficiency. You are expected to keep your work area neat and orderly at all times – it is a required safety precaution.

If you spill a liquid, clean it up immediately. Do not leave tools, materials, or other objects on the floor which may cause others to trip or fall. Keep aisles, stairways, exits, electrical panels, fire extinguishers, and doorways clear at all times.

Easily accessible trash receptacles and recycling containers are located throughout the building. Please put all litter and recyclable materials in the appropriate receptacles and containers. Always be aware of good health and safety standards, including fire and loss prevention.

Please report anything that needs repairing or replacing to your supervisor or manager immediately.

16.8 Hazardous Materials

The Consortium will provide Material Safety Data Sheets (MSDS) for all chemicals that contain a hazardous ingredient of one percent (1%) or more. The MSDS is a written document, usually prepared by the manufactures of a product, which identifies the chemicals that make up that product.

The MSDS also contains information on the hazardous chemical and physical properties of the product, the heath effects from overexposure, routes of exposure, precautions for safe handling, emergency clean up and first aid procedures.

MSDS binders are located in the Operations office and contain the MSDS for all hazardous material at each site. It is Operations responsibility to keep MSDS's updated.

16.9 Property & Equipment Care

It is your responsibility to understand the machines needed to perform your duties. Good care of any machine that you use during the course of your employment, as well as the conservative use of supplies, will benefit you and the Consortium. If you find that a machine is not working properly and in any way appears unsafe, please notify your supervisor or manager immediately so that repairs or adjustments may be made. Under no circumstances should you start or operate a machine you deem unsafe, nor should you adjust or modify the safeguards provided.

Do not attempt to use any machine or equipment you do not know how to operate, or if you have not completed training on the proper use of the machine or equipment.

SOUTH BAY REGIONAL PUBLIC SAFETY TRAINING CONSORTIUM

SAFETY SUGGESTION FORM

The purpose of this form is to provide South Bay employees a means of communicating safety-related suggestions, information or a request to research a possible unsafe work practice to your Safety Committee.

SAFETY COMMITTEE MEMBERS:
FACILITIES:
COURSE COORDINATOR:
PROGRAM COORDINATOR:
ADMINISTRATION:
SAFETY ADMINISTRATOR:

SAFETY SUGGESTION: (provide as much detail as possible. Use separate sheets if needed.)

_____

_____

_____

_____

_____

_____

_____

_____

_____

Severity of Safety Concern: ____ High ____ Moderate ____ Low

***Has your Supervisor been notified of this Safety issue yet? ___ Yes ___ No**

***Have any corrective actions or interim measures taken place yet? ___ Yes ___ No**

***A response to your safety suggestion will be directed personally to you. Please identify the best way to contact you. ___ (Confidential) Inter-office mail ___ E-mail ___Personal Contact**

Date: _____

(Optional) Name: _____ Ext. #: _____

If you wish to receive a response, you must complete name and phone number.

This form may sent to any Safety Committee Member or the Safety Officer.

* Anonymous suggestions are welcome.

FOLD AND SEAL WITH TAPE OR STAPLES

Revision: September 2004/bp

(Fold on this line)

SAFETY SUGGESSTION PROGRAM
C/o ROBERT J. POLLARD
FIRE TRAINING COORDINATOR

(Fold on this line)

Revision: September 2004/bp

17.0 Security

Maintaining the security of the Consortium's buildings and vehicles is every employee's responsibility. Develop habits that insure security as a matter of course. For example:

- Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.
- Be conscious about propping exterior doors open when on the premises.
- Confirm with your manager who has the authority to enter Consortium premises. Ask those who you don't recognize to identify themselves and their purpose for being there.
- Employees on Consortium premises in the evening or on weekends should lock themselves in while working and lock themselves out when departing. Employees working after hours can also notify Campus Police, who are available for additional security checks and/or to escort employees to and from their personal vehicles.
- Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them, should the need arise.
- Outside doors should be locked in the evening.
- Personal valuables should be stored inside desks or otherwise out of sight, and should be locked up if left overnight.
- When you leave the Consortium's premises make sure that all entrances are properly locked and secured.

Employees must inform their supervisor or manager immediately about any potential health or safety hazards, and all injuries or accidents, so that any dangerous situation can be corrected. Employees are strongly encouraged to report any situations of this nature and need not fear any form of reprisal as the result of their compliance with this policy.

17.1 Entering & Leaving the Premises

At the time you are hired, you will be advised about the proper entrances and exits for our employees, as well as unauthorized areas, if any.

17.1.1 Visitors

Consortium policy prohibits unauthorized visitors in our facilities. All visitors are required to check in at the front counter/reception area. Reception area personnel will either direct the visitor to the proper area and/or notify the appropriate employee that he or she has a visitor waiting at the front counter. If you are expecting visitors, such as clients, students, or friends, please notify the front counter. In turn, reception area personnel will contact you when your visitors have arrived. Tours of Consortium facilities can be arranged upon request.

17.1.2 Security Checks

The Consortium may exercise its right to inspect all packages and parcels entering and leaving our premises.

17.1.3 Parking Lot

You are encouraged to use the parking areas designated for our employees. Remember to lock your car every day and park within the specified areas.

Courtesy and common sense in parking will help eliminate accidents, personal injuries, and damage to your vehicle and to the vehicles of other employees. If you should damage another car while parking or leaving, place a note with your contact information on the windshield of the car you damaged. You should also immediately report the incident, along with the license numbers of both vehicles and any other pertinent information you may have, to your supervisor or manager.

The Consortium cannot be and is not responsible for any loss, theft or damage to your personal vehicle or any of its contents.

17.2 Restricted Areas

In the interest of safety and security, certain portions of the Consortium's facilities may be restricted to authorized personnel only (e.g., Indoor Firearms Range, Network Computer Server Room, Personnel File Storage area). Such areas will be clearly marked. You must stay out of these areas if you are not authorized to enter.

18. Unlawful Harassment

The Consortium is committed to providing a work environment free of unlawful harassment and all forms of sexual intimidation and exploitation, hazing, bullying or stalking. Consortium policy prohibits sexual harassment, and harassment based on race, color, citizenship status, national origin, ancestry, gender, gender identity, sexual orientation, age, religion, creed, pregnancy, physical or mental disability or medical condition, marital status, veteran status, political affiliation, caregiving responsibilities, or any other factor protected by federal, state or local law, ordinance, or regulation. All such harassment is unlawful. The Consortium's anti-harassment policy applies to all persons attending courses as well as those involved in the operation of the Consortium, and prohibits unlawful harassment by any employee of the Consortium, including supervisors and co-workers. The Consortium is concerned and prepared to take action to prevent and correct such behavior, and individuals who engage in such behavior are subject to discipline. It is the policy of the Consortium to provide an educational, employment and business environment free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct, or communication constituting sexual harassment as defined and otherwise prohibited by federal and state law.

All personnel, whether attending courses at or employed by the Consortium, shall adhere to a standard of conduct that is respectful and professional and consistent with guidelines set forth by the Consortium. The Consortium expressly forbids harassment of its employees, students, instructors, contractors, or members of the general public. All inappropriate conduct will be brought to the Consortium's attention and remedied in a prompt and appropriate manner.

18.1 Harassment Defined

Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes or statements, pranks, intimidation, physical assaults or contact, or violence. Harassment is not necessarily sexual in nature. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing. Other prohibited conduct includes written material such as notes, photographs, cartoons, articles of a harassing or offensive nature, and taking retaliatory action against an employee for discussing or making a harassment complaint. *Any behavior or speech that harasses or demeans co-workers will not be tolerated, whether it occurs face-to-face or remotely.*

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature when such conduct creates an offensive, hostile and intimidating working environment, and prevents an individual from effectively performing the duties of their position. It also encompasses such conduct when it is made a term or condition of employment or compensation, either implicitly or explicitly, and when an employment decision is based on an individual's acceptance or rejection of such conduct.

Sexual harassment crosses age and gender boundaries (i.e., may involve two members of the same gender) and can not be stereotyped.

Sexual harassment may exist on a continuum of behavior. For instance, one example of sexual harassment may be that of an employee showing offensive pictures to another employee.

Generally, two categories of sexual harassment exist. The first, "quid pro quo," ("Do something for me and I will do something for you.") is defined as an exchange of sexual favors for improvement in an employee's working conditions and/or compensation. The second category, "hostile, intimidating, or offensive working environment," is described as a situation in which unwelcome sexual advances,

requests for sexual favors, or other verbal or physical contact of a sexual nature, when such conduct creates an intimidating or offensive environment. Examples of a hostile, intimidating, and offensive working environment include, but are not limited to, pictures, cartoons, symbols, or apparatus found to be offensive. This behavior does not necessarily link improved working conditions in exchange for sexual favors. It is also against the Consortium policy to download inappropriate pictures or materials from computer systems.

18.2 Prohibited Unlawful Harassment

Prohibited unlawful harassment includes, but is not limited to, the following behaviors:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs, or unwanted sexual advances, invitations or comments;
- Visual conduct such as derogatory or sexually-oriented posters, photographs, cartoons, drawings or gestures;
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of employment, advancement, education or to avoid some other loss, and offers of employment benefits in return for sexual favors;
- Retaliation for having reported or threatened to report harassment; and
- Has the purpose or effect of unreasonably interfering with an individual's education or work performance and creating an intimidating, hostile, or offensive educational or working environment.

Harassment on the job is unlawful whether it involves coworker harassment, student harassment, harassment by a supervisor or manager, or harassment by or of persons doing business with or for the Consortium. Harassment also includes, but is not limited to, physical or non-physical behavior, such as assault, stalking, hazing, intimidation, and bullying.

1.) *Assault* is nonconsensual physical contact that places someone in fear or apprehension of immediate harm. Relationship violence may also be categorized as assault.

2.) *Stalking* refers to a pattern of behavior where an individual willfully, maliciously and repeatedly follows another in his/her course of daily activities in such a way that the stalker's action can reasonable be found to interfere with another person's ability to perform his/her regular duties or causes that person to feel frightened, intimidated, harassed, threatened or molested which may risk emotional or physical harm.

3.) *Hazing* is the practice of rituals and other activities involving harassment, abuse, embarrassment or humiliation used as a way of initiating a person into a group or team.

4.) *Intimidation* is spoken, written or physical conduct directed toward an individual or individuals that unreasonably interferes with his/their full participation in the educational process or that is intend to create or reasonably determined to have created a threatening or hostile environment.

5.) *Bullying* is unwelcome or unreasonable behavior, either physical or verbal, that demeans, intimidates or humiliates a person, often with the intent to exclude people from a group.

18.3 Responsibility for Prevention and Reporting

All Consortium employees, particularly supervisors and managers, as well as students and instructors, have a responsibility for keeping our work and learning environment free of harassment. Supervisors and managers should monitor employee interactions to assure that they are free of conduct which is personally unwelcome or offensive and could interfere with the ability of those individuals to work effectively.

Anyone who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to their immediate supervisor or manager or the designated management representative with whom they feel comfortable. When management becomes aware of the existence of harassment, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the Consortium to do so.

18.4 Liability for Harassment

Any employee, whether a coworker, supervisor, or manager, who is found to have engaged in prohibited harassment is subject to disciplinary action, up to and including discharge from employment. Any employee who engages in prohibited harassment may be held personally liable for monetary damages.

The law also provides that supervisors and managers are personally responsible for sexual harassment whether or not specific acts complained of are authorized or even forbidden by the Consortium, and whether or not the supervisor knew or should have known of their occurrence. In addition, any supervisor or manager who knew or should have known about the harassment but took no action to stop it or failed to report the harassment to the Vice President of Administrative Services may also be subject to discipline up to and including discharge.

Instructors may be held responsible for acts of sexual harassment in the classroom and can become personally liable when the instructor knows, or should have known, of the conduct but fails to take immediate and appropriate corrective action. Violation of this policy may result in disciplinary action or immediate termination of assignment.

The Consortium will notify the employee or student that any conduct found to be sexually harassing shall be the personal responsibility of the individual involved. The individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences. The Consortium shall not indemnify the employee and deems the conduct as the sole responsibility of the harasser. The Consortium accepts no liability for harassment of one employee by another employee. The Consortium may or may not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.

18.5 Reporting Harassment

While the Consortium encourages you to communicate directly with the alleged harasser, and make it clear that the harasser's behavior is unacceptable, offensive or inappropriate, it is not required that you do so. It is essential, however, that all students and employees immediately report any incidents of harassment forbidden by this policy so that complaints can be quickly and fairly resolved.

If you believe that you have been unlawfully harassed, provide a written or verbal complaint as soon as possible after the incident, to your own or any other Consortium supervisor or manager, or to the Vice President of Administrative Services, who is the Affirmative Action representative for the Consortium. Your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. Supervisors and managers will refer all harassment complaints to the Vice President of Administrative Services who will apprise the Consortium President.

18.6 Complaint Procedure

If you believe that you have been unlawfully harassed, or have witness action which you reasonable believe may have been inappropriate, provide a verbal or written complaint as soon as possible after the incident, to your own or any other Consortium supervisor, or to the Vice President of Administrative Services, who is the Affirmative Action representative for the Consortium. Incidents involving harassment of any nature of, or by, students will be reported to the Vice President of Academic Affairs. Your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. Supervisors will refer all harassment complaints to the Vice President of Administrative Services who will apprise the Consortium President. The Consortium will immediately undertake an effective, thorough and objective investigation of the harassment allegations.

Supervisors should monitor employee/student interactions to assure that they are free of conduct which could be perceived as unwelcome or offensive and/or which pose the potential of becoming disruptive to the work/learning environment.

Claims of sexual harassment will be judged from the perspective of the victim. Conduct, therefore, may be unlawful sexual harassment even when the harasser does not realize his/her conduct was objectionable.

If the Consortium determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Consortium to be responsible for unlawful harassment, or negligence in responding to incidents of harassment, will be subject to appropriate disciplinary action, up to and including termination. Instructors and contract employees may be held personally liable for acts of sexual harassment in the classroom. Violation of this policy may result in disciplinary action and/or immediate termination of assignment or employment contract.

A Consortium representative will advise all parties concerned of the results of the investigation. The Consortium will not retaliate against any person for filing a complaint and will not tolerate or permit retaliation by management, employees, co-workers, or students for having filed a claim of harassment.

The Consortium encourages all students and employees to immediately report any incidents of harassment forbidden by this policy so that complaints can be quickly and fairly resolved. The Consortium will report incidents of conduct that could amount to criminal behavior to the appropriate law enforcement agency. All violations of this policy shall be reported to the President/CEO of the South Bay Regional Public Safety Training Consortium who will apprise the JPA Governing Board.

18.7 External Agencies

The Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment and unlawful employment discrimination. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. The nearest office is listed in the telephone directory.

18.8 Consensual Sexual or Romantic Relationships

In General: There are special risks in any sexual or romantic relationship between individuals in inherently unequal positions, and parties in such a relationship assume those risks. In the Consortium context, such positions include (but are not limited to) employees and student, supervisor and employee, mentor and trainee, adviser and advisee, and the individuals who supervise the day-to-day student academic environment. Because of the potential for conflict of interest, exploitation, favoritism, and bias, such relationships may undermine the real or perceived integrity of the supervision and evaluation provided, and the trust inherent particularly in the Consortium employee-student context. They may,

moreover, be less consensual than the individual whose position confers power or authority believes. The relationship is likely to be perceived in different ways by each of the parties involved, especially in retrospect.

Moreover, such relationships may harm or injure others in the academic or work environment. Relationships in which one party is in a position to review the work or influence the career of the other may provide grounds for complaint by third parties when that relationship gives undue access or advantage, restricts opportunities, or creates a perception of these problems. Furthermore, circumstances may change, and conduct that was previously welcome may become unwelcome. Even when both parties have consented at the outset to a romantic involvement, this past consent does not remove grounds for a charge based upon subsequent unwelcome conduct.

Where such a relationship exists, the person in the position of greater authority or power in the workplace will bear the primary burden of accountability, and must ensure that he or she - and this is particularly important for Consortium employees - does not exercise any supervisory or evaluative function over the other person in the relationship. Where such recusal is required, the recusing party must also notify his or her supervisor or manager, so that such supervisor or manager can exercise his or her responsibility to evaluate the adequacy of the alternative supervisory or evaluative arrangements to be put in place. Employees may instead, as an option, notify the Vice President of Administrative Services. To reiterate, the responsibility for recusal and notification rests with the person in the position of greater authority or power. Failure to comply with these recusal and notification requirements is a violation of this policy, and therefore grounds for discipline. The Consortium has the option to take any action necessary to insure compliance with the spirit of this recusal policy, including transferring either or both employees in order to minimize disruption of the work group. In those rare cases where it is not possible to transfer either or both employees and/or provide alternative supervision or evaluation, the Vice President of Administrative Services must approve all evaluative and compensation actions taken by the employee in the position of greater authority or power and involving the subordinate employee.

With Students - Because of the academic/training nature of our business at the Consortium, your role as an employee may be multifaceted. You may also have access to confidential information and records that could be used to the advantage of our students/clients. Consequently, and as a general rule, a sexual or romantic relationship between an employee and a student, even where consensual and whether or not the student would otherwise be subject to supervision or evaluation by the employee, is inconsistent with the proper role of Consortium employees, and should be avoided. The Consortium therefore very strongly discourages such relationships. Employees are also required to notify their supervisor or manager of any preexisting relationship between themselves and a current or prospective student so that the Consortium can take appropriate actions to safeguard confidential information and avoid any appearance of impropriety.

18.9 Sexual Harassment Training

California legislation SB1343 enacted in 2018 requires employers with at least 5 employees or contractors to provide sexual harassment training every 2 years to all employees, including supervisory and non-supervisory. The training must take at least 1 hour for non-supervisory and at least 2 hours for supervisory employees to complete. In addition, the new law specifies certain content that must be included in the training.

19.0 Standards of Conduct

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. Consortium employees are expected to maintain the highest standards of integrity and professionalism while carrying out their duties and responsibilities whenever they are representing the Consortium. This policy is not intended to impose upon the personal and private lives of employees, nor is it intended to prescribe a particular moral code of conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. Good judgment is the basic requirement for adherence to this policy.

19.1 Actions Based on Misconduct versus Incompetent Performance

Misconduct is defined as any action or inaction by an employee for which a rational person could expect to be sanctioned. A charge of misconduct assumes an element of fault or culpability on the part of the employee.

Incompetent performance is defined as performance that fails to satisfy the standards set for it. Stated otherwise, incompetent performance is a statement about the nature of performance, not the employee.

In any case, management will not retain an employee under any circumstances when an unreasonable risk of negligent retention is at issue or when the employee fails to accept the responsibility to bring about his or her own effective and lasting change in an area of deficient conduct, behavior or performance.

19.2 Unacceptable Activities

We expect each person to act in a mature and responsible way at all times. Because of the public safety nature of our business, any violation of Consortium policies, whether on or off duty, that has an adverse or detrimental impact on the Consortium, may result in disciplinary action up to and including termination.

The below list exemplifies the types of actions that are unacceptable and may be considered detrimental to the Consortium. This list is for the purpose of illustration only, is not all-inclusive, and in no way changes the Consortium policy of at-will employment.

1. **Absent without Leave:** Leaving work before the end of a workday or not being ready to work at the start of a workday without the approval of your supervisor or manager; stopping work before the time specified for such purposes; failure to obtain permission to leave work for any reason during working hours; unreported absence of three (3) consecutively scheduled workdays.
2. **Absenteeism & Tardiness:** Failure to observe working schedules, including rest and lunch periods; excessive, unexcused absence or lateness.
3. **Allegiance:** Knowing membership in the Communist Party or a violation to sections 7001 through 7007 of the Education Code.
4. **Attendance Reporting:** Failure to properly and/or accurately account for your attendance and work hours; altering or falsifying attendance records or documents. Includes altering another employee's attendance records or compelling someone else to alter or falsify your attendance records.

5. **Comp Time/Overtime Authorization:** Failure to obtain proper authorization to work overtime or accrue comp time.
6. **Confidentiality:** Violating the Consortium's confidentiality policies; disclosing or providing confidential or proprietary Consortium information to students or unauthorized persons, to include unauthorized Consortium employees; breach of confidentiality of any personnel information.
7. **Criminal Conduct:** Engaging in or conviction of any form of criminal conduct whether or not related to your job performance. A plea or verdict of guilty or a conviction following a plea of nolo contender to a charge or a crime shall be deemed a conviction within the meaning of this section.
8. **Damaging Consortium Property:** Negligently or intentionally causing the destruction or damage, in any manner, of any real, physical, intellectual or electronic property (e.g., computer files and data) created, owned, or under the control of the Consortium, to include the property of fellow employees, clients, students, suppliers, or visitors.
9. **Damage Reporting:** Failure to immediately report damage to, or an accident involving, Consortium vehicles, property, or equipment.
10. **Debts:** Failure to make reasonable provisions for payment of just debts.
11. **Dishonesty:** Dishonesty; falsification or misrepresentation on your application for employment or other work records, to include employment records or information or other Consortium records or other data requested by the Consortium; knowingly providing false information regarding matters related to the workplace to any supervisor, manager, or executive officer.
12. **Disorderly Conduct:** Using abusive, obscene, or threatening language and/or displaying indifference, rudeness, or discourteous or offensive conduct toward any member of the public or any Consortium client, student, employee, supervisor, manager, or vendor while in the performance of Consortium business; any disorderly/antagonistic conduct on Consortium premises.
13. **Doctor's Notes:** Failure to provide a physician's certificate when requested or required to do so.
14. **Driving Violations:** Speeding or careless driving of Consortium vehicles.
15. **Drugs & Narcotics:** Addiction to use of narcotics or habit-forming drugs; being intoxicated by (including, but not limited to alcohol) or under the influence of a controlled substance while at work. Use or possession of a controlled substance while at work, except medications prescribed by a physician which do not impair work performance; sale or distribution of any controlled or illegal substance in any quantity while on Consortium premises.
16. **Firearms:** Carrying or possession of unauthorized firearms or other dangerous or illegal weapons or explosives on Consortium premises at any time.
17. **Fraud:** Committing a fraudulent act or a breach of trust under any circumstances; alteration of Consortium records or other Consortium documents.
18. **Gambling:** Conducting a lottery or gambling on Consortium premises.
19. **Gratuities:** Acceptance of gifts in exchange for "favors" or "influence" or under circumstances which would tend to compromise the effective discharge of duties.
20. **Harassment:** Any act of unlawful harassment, sexual, racial or other; telling sexist or racist jokes; making racial or ethnic slurs.
21. **Harmonious Working Relationships:** Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony in the workplace; failure to maintain satisfactory and harmonious working relationships with the public and other employees.
22. **Immoral Conduct:** Immoral conduct or indecency on Consortium premises.

23. **Insubordination:** Insubordination, including but not limited to, refusing to obey the delegation of duties or instructions appropriately issued by your supervisor, manager, or member of management, pertaining to your work; refusal to help out on a special assignment.
24. **Loans:** Borrowing from or coercing another employee to lend you any significant amount (>$500) of money.
25. **Misuse of Consortium Property:** Removing or borrowing Consortium property without prior authorization. Unauthorized use of Consortium equipment, time, materials, or facilities; theft or unauthorized removal from and/or possession of the Consortium property (or the property of other employees), products or documents off the premises without prior permission from your supervisor or manager or executive management; unauthorized use of Consortium equipment or property for personal reasons; using Consortium equipment for personal profit.
26. **Outside Employment:** Engaging in incompatible outside employment or serving a conflicting interest; failure to notify the Consortium of outside employment.
27. **Performance Issues:** Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks or failure to discharge duties in a prompt, competent and responsible manner; negligence or any careless action which endangers the life or safety of another person; interfering with another employee while working on the job; restricting work output or encouraging others to restrict work output.
28. **Posting Notices:** Posting, removing or altering notices on any bulletin board on Consortium premises without the permission of your supervisor, manager, or executive officer of the Consortium.
29. **Reporting for Duty:** Failure to notify a supervisor or manager when unable to report to work; failure to report an absence or late arrival.
30. **Rule Violations:** Violating any Consortium written and published rule or policy which does not conflict with this list of prohibited conduct.
31. **Safety Violations: V**iolating any the Consortium health, safety, or security practices, policies, procedures, or rules; failure to wear required safety equipment; tampering with the Consortium equipment or safety equipment.
32. **Sick Leave Abuse:** Habitual improper use of sick leave privileges; falsifying or lying about sick or personal leave; falsifying your reason for a leave of absence.
33. **Sleeping on Duty:** Sleeping, loitering or malingering while on the job.
34. **Solicitation:** Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on Consortium premises; placing client, student, or employee names on solicitation lists of any kind.
35. **Telephone & Email Use:** Excessive use of Consortium telephones for personal calls or Consortium computers for personal emails.
36. **Theft:** Theft, negligent damage or destruction of the Consortium property or records, or property of any employee, client, or student.
37. **Threats & Intimidation:** Threatening, intimidating or coercing fellow employees on or off the premises at any time, for any purpose.
38. **Tobacco Use:** Smoking in restricted areas or at non-designated times, as specified by department rules.

39. **Treason:** Advocacy of overthrow of federal, state or local government by force, violence or other unlawful means.
40. **Unsanitary Conditions:** Creating or contributing to unsanitary conditions.
41. **Violence:** Provoking a fight or fighting during working hours or on Consortium property; engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on Consortium premises or when representing the Consortium.
42. **Workplace Disruptions:** Creating or participating in a disruption of any kind during working hours; participating in any disruptive, damaging, or injurious horse-play or practical jokes on Consortium time or premises.

19.3 Workplace Violence

The safety and security of all the Consortium employees is paramount. Therefore, the Consortium has adopted this policy prohibiting workplace violence. Any acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the Consortium or which occur on the Consortium property will not be tolerated.

This policy applies to everyone involved in the Consortium operations, including, but not limited to, the Consortium employees, contract workers, temporary employees, students, and anyone else conducting Consortium business. Violations of this policy, by any individual, will lead to disciplinary action, up to and including termination and/or legal action as deemed appropriate by the Consortium management.

Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at the Consortium, or to create a hostile, abusive, or intimidating work environment for any one or several employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on the Consortium's premises, regardless of the relationship between the Consortium and the parties involved.
- All threats or acts of violence occurring off the Consortium's premises involving someone who is acting in the capacity of a representative of the Consortium.

Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects the Consortium legitimate business interests.
- Harassing or any kind of unauthorized surveillance or stalking (following or watching someone).
- Hitting, pushing, or shoving another person.
- Intentional destruction or threatening to destroy Consortium property.
- Making harassing or threatening phone calls.
- The intentional destruction or threat of destruction of Consortium property or another employee's property.
- Threats or acts of physical harm or aggressive contact directed toward an individual or his/her family, friends, associates, or property.
- Unauthorized possession or inappropriate use of chemicals, explosives, firearms, materials, or weapons.
- Veiled threats of physical harm or similar intimidation

19.3.1 Outside Threats

Should you be threatened by a person outside of the Consortium, this policy also requires all individuals who apply for or obtain a protective or restraining order on the basis of threatened or actual violence, to provide a copy of the petition and declarations used to seek the protective or restraining order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order, which is made permanent, to the Director of Administrative Services.

Every employee is encouraged to report incidents of threats or acts of physical violence of which he/she is aware. The report should be made to your supervisor or manager.

The Consortium understands the sensitivity of information that may be reported according to this policy, and will protect the privacy of the reporting employee(s) to every extent possible. Although the Consortium cannot guarantee confidentiality, it will make reasonable efforts to keep this information confidential.

Important Note: The Consortium will make the sole determination of whether, and to what extent the Consortium will proceed regarding acts of violence. In making this determination, the Consortium may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at the Consortium.

20.0 Discipline Policy

This Disciplinary Actions Policy applies to all regular employees who have completed the Probationary Period. This policy pertains to matters of conduct as well as the employee's competence. However, an employee who does not display satisfactory performance and accomplishment on the job may be dismissed, in certain cases, without resorting to the steps set forth in this policy.

The Consortium is an at-will employer. This means that the Consortium may terminate any employee, at any time, for any or no reason, with or without prior warning or notice. The provisions of this Disciplinary Policy are not a guarantee of its use. Nonetheless, the Consortium reserves the right to attempt to work with an employee in order to improve behavior or performance, rather than terminate the employee immediately. The Consortium also reserves the right, in its sole discretion, to do any or all, of the following:

- Work with an employee by counseling the employee about a problem.
- Conduct an interim performance appraisal.
- Suspend the employee for one day or more.
- Demote or reassign the employee.
- Terminate the employee.

Additionally, the Consortium reserves the right to seek prosecution of employees for any violations of law.

20.1 Corrective Action

Not every supervisory interaction or intervention with an employee is to be construed as discipline. Except in cases of culpability, correcting undesirable conduct, behavior or work performance is at times best handled by the immediate supervisor in a non-formal "consulting" atmosphere. These actions may or may not be formally documented, depending on the supervisor's discretion. Facts to be considered in making these decisions will include, but will not be limited to, the employee's intentions to do well, the employee's appreciation of the supervisory consulting and the employee's immediate actions to correct the problem.

Corrective action is any action, short of formal discipline, taken by a supervisor or manager in an attempt to bring an employee's performance up to standard or to prevent continued misconduct. This may include additional training or instruction at the time of the offense. Corrective actions include informal notice, verbal counseling, records of discussion, and performance improvement plans. The purpose of corrective action is NOT to punish, but to avoid punishment by teaching an individual to perform or behave in a manner acceptable to the Consortium. For supervisors and employees, good discipline exists when employees follow the rules of conduct and meet or exceed performance standards or objectives.

Note: The following progression should be used. However, based upon the nature of the misconduct, steps in the corrective action continuum may be skipped.

20.1.1 Informal Notice / Consultation (Undocumented):

After noticing a minor infraction of the standards of conduct or initial problem(s) with your work performance, your supervisor may bring it to your attention via a simple telephone conversation or casual acknowledgement of problem.

20.1.2 Noted Verbal Counseling (Documented):

Your supervisor will meet with you face to face in order to discuss performance or productivity issues. Your supervisor will note the topics of discussion and his or her expectations in your supervisory file.

20.1.3 Record of Discussion:

Your supervisor will meet with you in a more formal setting to discuss the problem or violation and to make sure that you understand the nature of the problem or violation and the expected remedy. The purpose of this conversation is to remind you of exactly what the rule or performance expectation is and also to remind you that it is your responsibility to meet the Consortium's expectations. The supervisor will record the topic of discussion in memo form, to include the supervisor's comments and expectations as well as your response and comments. Records of Discussion will remain in effect for six (6) months. Documentation of the incident will remain in your supervisory file and will not be placed in your personnel record, absent failure to improve or unless another disciplinary event occurs.

20.1.4 Performance Improvement Plan (P.I.P.):

A P.I.P. is more formal written agreement between you and your supervisor, outlining expectations for improved performance. A P.I.P. typically contains timeframes and benchmarks for required improvements and any additional training agreed upon to give you every opportunity for success. P.I.P.'s usually remain in effect for twelve (12) months and are also kept in your supervisory file. A Performance Improvement Plan will not become a part of your personnel record unless you fail to make the agreed upon improvement(s) or another disciplinary event occurs.

20.1.5 Initiating Formal Discipline:

To insure that the Consortium business is conducted properly and efficiently, you must conform to certain standards of attendance, conduct, work performance and other work rules and regulations. When a problem in these areas does arise, your supervisor or manager may coach and counsel you in order to mutually develop an effective solution.

However, if the misconduct is of a serious nature or if corrective action has failed, supervisors should take no further action other than that required to immediately curtail or prevent the recurrence of the misconduct. He or she should then report the misconduct to the Vice President of Administrative Services via his or her department manager. Formal discipline may be initiated by a confidential memorandum written by the supervisor or manager entitled: "Misconduct (Or Allegations Of Misconduct) By Employee."

20.2 Formal Disciplinary Actions

When initiating formal discipline, supervisors and managers are expected to follow the procedures outlined below. However, there may be particular situations in which the seriousness of the offense justifies the omission of one or more of the steps in the procedure. Likewise, there may be times when the Consortium may decide to repeat a disciplinary step.

Whenever a formal disciplinary action is used, you will be informed in writing of the following specific elements:

- The exact offense violated.
- How the violation affects the organization's ability to be an effective, efficient or safe employer.
- What you must do to avoid future disciplinary action.
- How much time you have to correct the problem.

- What further disciplinary action, possibly up to and including termination, will occur if your performance does not improve.

20.2.1 Formal Written Reprimand

If your performance has not improved through corrective action(s), or if you are in violation of any of the Consortium's policies, practices, procedures, rules or standards of performance and/or conduct, your supervisor will discuss the problem with you, emphasizing the seriousness of the issue and the need for you to immediately remedy the problem.

Your supervisor will further advise you that you are now at the formal level of disciplinary action. After the meeting, your supervisor or manager, in consultation with the Vice President of Administrative Services, will prepare a disciplinary document summarizing the violation, conduct, or performance issue and your agreement to change. A copy of this disciplinary document will be provided to you and a second copy will be placed in your personnel file for period of three (3) years. Absent any further discipline, you may request to have a formal written reprimand removed from your file at the end of the three (3) year period.

If your performance does not improve within the specified period of time designated in the Written Reprimand, or if you are again in violation of any the Consortium's policies, practices, procedures, rules or standards of performance or conduct within a three (3) year period, you may be subject to further discipline.

20.2.2 Suspensions without Pay

Suspensions without pay are serious interventions and occur when an employee fails to respond positively to lesser forms of corrective action or formal discipline; or, the nature of the violation is serious enough to justify skipping lower levels of corrective action or discipline. This means the offense is serious enough that a verbal counseling or written reprimand would not promote the intent or spirit of the purpose and need for disciplinary action.

Suspensions shall occur for a period of one (1) day up to thirty (30) days, based on the seriousness of the offense. Any multiple suspensions that total over thirty (30) days in any twelve month period shall result in automatic termination of employment.

20.2.3 Demotions

Demotion as a form of discipline is intended to be punitive and can occur as a stand-alone punishment or it may occur concurrently with a suspension or reduction of pay. Demotions are the most serious form of disciplinary action for a supervisor and manager short of termination and usually reflect a person's failure to perform adequately or a serious lack of judgment in a supervisory role.

20.2.4 Reduction in Base Pay (Step Decrease)

A reduction in base pay as a form of discipline is intended to be punitive and can also occur as a stand-alone punishment or it may occur concurrently with a suspension or demotion. A step decrease can be for any specified period of time up to one (1) year, at which time the employee may be evaluated for a step increase through the performance appraisal process on their next anniversary date or sooner if recommended by his or her supervisor or manager.

20.2.5 Disciplinary Terminations

All employees are subject to termination for the following general conditions:

- Violation of any Consortium written and published rule or policy.

- Consistent performance failure(s) or a single performance failure that results in serious consequences to the Consortium's public credibility or ability to do business in an effective and efficient manner, with or without fault.
- Decisions of the administration as permitted and retained by law.

Termination for policy violations and/or performance failure (through acts of omission or commission while on or off duty) can occur with or without fault on the employee's part. While no attempt is being made here to list all situations that may result in such removals, the following examples illustrate the kinds of failures that lead to these causes for termination.

Termination with fault: Examples include:

- Insubordination,
- Threatening a supervisor or manager,
- Fighting and assaults,
- Provoking a fight or assault,
- Forbidden harassment,
- Endangering another,
- Drug or alcohol abuse,
- Theft, and
- False reporting or witnessing.

In cases of termination with fault, management attempts to establish, through substantial evidence, that the employee had culpability; i.e., that the employee acted purposefully, knowingly, recklessly or negligently.

Termination without fault: Examples include chronic or substantial impairment of the employment relationship and situations where performance is not reasonably expected to improve or where problems are not expected to be resolved in a reasonable time.

Chronic problems include:

- Being excessively absent from duty (particularly non-scheduled absenteeism;
- Disgruntled or problematic work attitudes towards co-workers, students, clients, or members of the general public;
- Failure to consistently accomplish expected levels of performance on assigned tasks; and/or
- Having to be constantly told what to do or to be constantly supervised.

Examples of substantial impairment of the employment relationship include:

- Unreasonable disruption to normal operations of the Consortium;
- Endangering the Consortium's mission;
- Actions or inactions that contribute to an unnecessary risk to the public image;
- Creating conflicts of interest; and/or
- Repeated offenses different in nature but when bundled together demonstrate irresponsible behavior.

Situations where performance is not reasonably expected to improve include:

- Past failures to respond positively to progressive discipline;

- Habitual violations of directives;
- Work effort requiring excessive supervision after reasonable training has occurred to prepare the employee for the duties and responsibilities of the position;
- The employee's failure to learn the informal aspects of the job not covered by formal training, but that are reasonable to expect of a competent employee who has gained knowledge and experience from the normal work environment; and/or
- The employee's failure to accept the Consortium's business purpose, mission, or code of conduct.

Failures to comply with directives are normally handled through an investigative process. These investigations are conducted to determine the appropriateness of discipline and administrative sanctions. Important considerations in decisions to discipline include maintaining and advancing the organization's effectiveness, efficiency and safe operations. These considerations are combined with the demonstrated performance conduct, proficiency and behavior of the employee.

20.3 Disciplinary Hearings and Appeals

Employees can receive a hearing, if they desire, when written reprimands, suspensions, demotions, pay reductions or disciplinary terminations occur. Employees must request their hearing within five (5) working days of receiving the notice of the intent to discipline.

The Vice President of Administrative Services, or his or her designee, shall act as the Hearing Officer.

Employees dissatisfied with the decision of the Hearing Officer may appeal to the President/CEO. Appeals must be filed within five (5) working days after receipt of the Hearing Officer's decision. All decisions by the President/CEO shall be final. All documentation regarding suspensions, demotions, reductions in base pay, or disciplinary terminations shall become a permanent part of the employee's personnel file.

20.4 Administrative Leave of Absence

Whenever an employee must be relieved of normal duties pending a fitness for duty evaluation, misconduct investigation, or other administrative proceeding, he or she will be placed on an Administrative Leave of Absence. Such leave can be paid or unpaid depending on the nature of the situation.

Administrative Leaves of Absence may be used whenever leaving the employee in his or her position would create an unreasonable liability, safety, or credibility issue for the Consortium, or when an employee is believed to be mentally or physically unfit for duty.

Employees may be placed on an Administrative Leave of Absence, with or without pay, for suspected incidents involving, but not limited to, the following acts of gross misconduct:

- Being under the influence of alcohol or drugs while on the job;
- Breach of confidentiality policies;
- Failure to follow safety practices;
- Failure to maintain a harmonious working environment by harassing other employees, clients, or students;
- Falsification of consortium records and/or providing false information to a supervisor, manager, or executive officer;
- Fighting or workplace violence or threats of violence;
- Illegal or dangerous acts committed in the workplace;

- Any prohibited harassment;
- Repeatedly disobeying reasonable management instructions/rules/protocols;
- Stealing, misappropriation of funds, embezzlement, or other acts of moral turpitude; and/or
- Willful or negligent destruction of Consortium property.

Only the President/CEO, upon recommendation from the Vice President of Administrative Services, can authorize administrative leaves of absence. Administrative Leaves of Absence will be limited to the period of time necessary to conduct and conclude a fitness for duty examination or an investigation, and/or impose appropriate disciplinary action.

20.5 Non-Disciplinary Forms Of Action

In addition to the punitive forms of action available, (e.g., reprimand, suspension, demotion, reduction in base pay, and dismissal), managers and supervisors may consider using various other non-disciplinary corrective actions that may remedy or alleviate the problem.

20.5.1 Employee Appraisals

The Employee Appraisal system was designed as a tool for supervisor-subordinate communication. It is most useful in identifying problems with an employee's performance of assigned duties. Better documentation and perhaps interim evaluations may isolate and resolve a problem without the need for corrective discipline. However, when corrective discipline is required due to inefficiency or incompetence, the Employee Appraisal will usually be referred to during the fact-finding process and when determining findings and recommending sanctions.

20.5.2 Transfers

Unsatisfactory performance adequately documented through performance appraisals or corrective action may result in an employee's transfer to a position that better suits his or her talents and abilities. This option is wholly dependent upon the availability of a more suitable position, based upon the recommendation of the employee's supervisor or manager.

20.5.3 Medical/Mental Health Evaluations (Fitness for Duty Examinations)

In situations where an employee's conduct is erratic or unusual, and a medical/mental health condition or drug/alcohol use are suspected, the Consortium may require the employee to submit to a medical/mental health evaluation. The evaluation can then be used to determine if the employee is fit for duty or needs further treatment.

20.5.4 Leave Approval

Any time that there is a question regarding use of sick leave by an employee, the sick leave should not be approved until the supervisor is fully satisfied with medical verification.

20.5.5 Resignations

An employee should submit his/her resignation, giving notice of at least ten (10) working days or two (2) calendar weeks, in writing, to be eligible for reinstatement. If the employee resigns orally, the approving supervisor or manager should immediately confirm the resignation in writing. Resignation in lieu of dismissal may be accepted for pending dismissals. If an employee wishes to resign as a result of a pending disciplinary action, the Vice President of Administrative Services may consult with the Consortium's legal counsel before acting on the employee's request to resign.

20.5.6 Voluntary Demotions

An employee may voluntarily request a demotion for various reasons, which may include:

- An employee's desire to maintain a more beneficial work/life balance;
- The employee's difficulty in performing in a position of higher responsibility;
- An employee's own knowledge that he or she is not performing at an acceptable level in his or her current position; and/or
- A loss of organizational confidence in the employee's credibility or decision-making skills.

Accepting such a request is not considered to be a disciplinary action and will be noted as a voluntary demotion in all personnel records.

21.0 Separation of Employment

21.1 Resignation / Voluntary Termination

If you decide to leave your employment with the Consortium, we request that you give us at least two (2) weeks advance written notice, although we realize that you are not required to do so. This professional courtesy allows our managers to make arrangements to reassign your work without overburdening co-workers, and possibly to arrange for some training of new people.

If, as sometimes happens, the employee's manager wishes for the employee to leave prior to the end of the employee's two-weeks notice, the employee will be paid for the remainder of that period.

21.1.1 Failure to Report to Work

Failure to report to work as scheduled and/or neglecting to communicate absences for three (3) or more consecutive workdays will be considered a voluntarily termination of employment with the Consortium.

21.2 Involuntary Terminations

While the decision to begin employment is mutual, the same may not always be true when the time comes to terminate an employment relationship. Sometimes an organization cannot afford to retain its entire workforce and must lay-off a certain number of employees. In other cases, some people simply may not fit well within an organization, some will not comply with Consortium polices, and still others may be incapable of getting the job done effectively. It is the job of managers and executives to make difficult decisions in the best interests of the organization's survival and growth. Please understand that it is our intent that you be treated fairly and with dignity if your employment with us must be terminated for any reason.

21.2.1 Reductions in Force

Reduction in Force (RIF) is an organizational or procedural change resulting in the downsizing of workload requirements and loss of related positions. While the Consortium hopes to grow and provide continuing employment opportunities, economic conditions, client demand, and other factors are unpredictable. Changes or downturns in any of these or other areas could create the need to restructure or reduce the number of people employed at the Consortium. The Consortium will attempt to provide advance notice, if possible, so as to minimize the impact on those affected.

Selected work areas affected by a RIF will generally align with a lack of work, funds, client demand and/or student attendance reductions, or whenever it is economically advisable to reduce the number of regular or part-time employees. In determining which employees will be subject to RIF, the Consortium will take into account, among other things, operations and requirements, as well as the skill, productivity, ability and past performance of those involved. Where feasible, consideration may also be given to the employee's length of service.

21.3 Benefits Continuation / Termination

Benefits (Life, Medical & Dental) end on the last day of the month in which the last day of employment falls.

21.3.1 Insurance Conversion Privileges

According to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, in the event of your termination of employment with the Consortium or loss of eligibility to remain covered under

our group health insurance program, you and your eligible dependents may have the right to continued coverage under our health insurance program for a limited period of time at your own expense.

An employee, unless dismissed for gross misconduct, has the option to convert to individual life insurance, and/or to continue Medical/Dental Benefits, in accordance with the COBRA regulations. Employees may choose the continuation or waiver of comprehensive medical coverage and dental coverage under COBRA, if applicable.

At your exit interview or upon termination, you will learn how you can continue your insurance coverage and any other benefits you currently have as an employee who is eligible for continuation. Please consult with the Business Services Coordinator or the Vice President of Administrative Services for additional details.

21.4 Accumulated Leave Bank Payout

If you have unused vacation days upon the termination of your employment with the Consortium, you will be paid for that time at your regular base hourly rate, prorated based upon your date of termination. Any vacation time paid, but not actually accrued (prorated based on days of actual service) at the time of termination of employment will be deducted from your final paycheck.

Any unused sick leave or administrative leave will not be paid at the termination of employment. Any sick leave or administrative leave paid, but not actually accrued (prorated based on days of actual service) at the time of termination of employment will be deducted from your final paycheck.

21.5 Return of Consortium Property

Any Consortium property issued to you must be returned to the Consortium at the time of your termination. You will be responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from your final paycheck, and you may be required to sign a wage deduction authorization form for this purpose.

Please arrange with your manager or the Vice President of Administrative Services to return all Consortium property, to include:

- Consortium manuals
- Uniforms
- Company credit card(s)
- Computer equipment & data storage devices
- Employee handbook
- Employment identification cards
- Keys
- Parking passes
- Picture identification cards
- Cellular phone
- Security Cards
- Vehicle(s)
- Any/all other company property on the day of termination and prior to receiving final pay check.

21.5.1 Copying or Removing Proprietary Information or Intellectual/Electronic Property

Employees leaving the employment of the Consortium may not make copies of or remove any proprietary information or intellectual/electronic property that has been developed by and/or for the

Consortium, including databases, tests, curriculum, or paper/electronic files or documents, etc., unless given specific permission to do so by the President/CEO.

21.5.2 Personal Property of Terminated Employees

Terminated employees should remove any personal items at the time they leave the Consortium. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination.

21.6 Final Paycheck

Employees leaving the Consortium must return all Consortium property before their final paycheck can be issued. If you owe any money to the Consortium, you will be asked to make arrangements for repayment at that time. This final paycheck will be issued on your last day of employment. If there are unpaid obligations to the Consortium, the final paycheck will reflect the appropriate deductions.

21.6.1 Other Disbursements

In order to receive a disbursement of any amounts due from a Retirement Plan, employees are required to complete and sign a distribution form and submit it to the Vice President of Administrative Services. Specific information will be provided at the exit interview.

21.7 Exit Interview

When an employee decides to leave for any reason, his/her manager and the Vice President of Administrative Services would like the opportunity to discuss the resignation before final action is taken. The Consortium often finds during this conversation that another alternative may be better.

Our managers are very interested in your reasons for leaving and would like to discuss any impressions that you may have about the Consortium. During the exit interview, you can provide insights into areas for improvement that the Consortium can make. Every attempt will be made to keep all information confidential.

21.8 Re-employment of Former Employees

Depending on the circumstances, the Consortium may consider a former employee for re-employment. Such applicants are subject to the Consortium's usual pre-employment procedures. To be considered, an applicant must have been in good standing at the time of their previous termination of employment with the Consortium.

21.8.1 Reinstatement of Benefits (See also "Bridge of Service" under Employee Information)

If you were an employee of the Consortium with at least twelve (12) months of continuous employment, and were rehired within 365 calendar days of your termination date, you will be eligible to continue your benefits at the level you enjoyed at the time of your termination of previous employment with the Consortium. Employees whose break in service is less than the 30-day waiting period for medical benefits will be reinstated into the medical benefit plan in which they were enrolled prior to their departure.

21.9 Post-Employment Inquiries

The Consortium does not normally respond to oral requests for employee references. However, in the event your employment with the Consortium is terminated, either voluntarily or involuntarily, your manager may be able to provide a reference to potential new employers if you have completed and signed a background waiver.

All official requests for ex-employee information must be directed to the Vice President of Administrative Services. Employees, supervisors, or managers may not release any information or discuss the performance of any former employee to outside sources without the knowledge and consent of the Vice President of Administrative Services. Strict adherence to this policy is required and failure to do so may result in disciplinary action.

Absent a signed authorization, the Consortium's policy as to references for employees who have left the Consortium is to disclose only the dates of employment and the title of the last position held. If you authorize additional disclosure in writing, the Consortium will also provide a prospective employer with the information on the amount of salary or wage you last earned as an employee of the Consortium as well as other appropriate background information. This policy does not prohibit Consortium employees from acting as personal references.

Information that Consortium managers or executives may provide to a prospective employer conducting a background check on an ex-employee is considered privileged information, and is limited to factual and credible comments, provided without malice, on the ex-employee's actual on-the-job performance.