



Faculty and Staff Handbook

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**Reach Institute for School Leadership
Faculty and Staff Handbook**

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Section 1 Introduction

1.1 Scope

This Handbook is designed to acquaint you with Reach Institute for School Leadership (“Reach Institute”) and provide you with information about working conditions, employee benefits, and the policies affecting your employment. You should read, understand, and comply with all provisions of the Handbook. It describes many of the rights and responsibilities of Reach Institute Faculty and Staff. Additionally it outlines the programs developed by Reach Institute to benefit Faculty and Staff.

No Handbook can anticipate every circumstance or question about policy. It is not an employment contract and is not intended to create contractual obligations of any kind. The need may arise to change policies described in the Handbook. Reach Institute, therefore, reserves the right to revise, supplement, or rescind any policies or portion of the Handbook from time to time as it deems appropriate, in its sole and absolute discretion. As policies are revised, the online version of the handbook will be updated. Employees wishing to confirm current policies should consult the online version, available on the Reach Shared Google Drive. The only recognized deviations from the stated policies are those authorized by the Board of Directors.

Employees are encouraged to speak with the Associate Director or Executive Director if there are any questions regarding any of the provisions described in the Handbook.

1.2 Commitment to Excellence

Reach Institute is committed to a standard of excellence in the services that it provides and in the quality of work expected from its employees. As a result of the demanding nature of Reach Institute’s business, employees are challenged to achieve their full potential, and to devote their best efforts. Reach Institute, in turn, hopes to provide compensation and benefits to its employees that reward them for their contributions.

1.3 Employment “At Will”

Reach Institute hopes that all employment relationships will be mutually beneficial. At the same time, all employment relationships are “at will.” That means that you or Reach Institute may end the employment relationship for any reason at any time, with or without cause or advance notice.

Section 2 Mission, Vision, and Values

2.1 Mission

Reach is an educational institution that believes great teaching is at the heart of every great school. Reach's mission is to improve schools by improving instruction, fostered by providing rigorous, relevant, and applied pathways and preparation for exceptional teaching & leadership in our candidates' daily work. The Reach Institute develops and supports teachers and educational leaders who are committed to creating and sustaining effective urban schools.

2.2 Vision

The Reach Institute for School Leadership is committed to a more equitable world in which every student is supported by highly effective and dedicated teachers, who themselves are supported by highly effective and dedicated school leaders.

2.3 Values

Reach programs provide multiple school level supports for improving instruction through teacher and leader development. All programs employ the following key practices:

Personalized Professional Development: Each candidate develops and implements an Individualized Learning Plan with the help of peers, experienced leaders, and coaches. The plan is regularly referenced, reflected on, and updated based on evidence of the candidate's progress.

Job Embedded Coaching: While learning about individual school contexts, experienced coaches support the development of candidates' practice through questioning, instruction, collaboration, observation, and feedback. Coaching occurs cyclically as a process of building awareness, taking action, analyzing results, and changing attitudes.

Integration of Knowledge and Practice: Reach candidates are supported to apply knowledge gained from research to continually develop skills while immediately impacting and improving their classroom, program, or organization in pursuit of equitable student outcomes. Course instruction is designed utilizing best practices in professional development and adult education.

Inquiry Mindset: The relevant and applied curriculum of Reach courses engages candidates in repeated cycles of inquiry. These cycles take a variety of forms, all of which contribute to the development of an action-research orientation that assists candidates in not only analyzing practice but in making and implementing evidence-based decisions to improve practice.

Reflective Communities of Practice: In order to build classroom and instructional leaders who are committed to and support one another's growth, candidates meet in cohorts and small inquiry groups and develop the habits of mind to look deeply at their own and each

others practice, offering feedback and inquiries to help one another identify the obstacles and avenues to great work.

Section 3 Academic Freedom

The Reach Academic Freedom Policy values the intellectual dynamism that comes from the free flow of ideas while simultaneously providing for the need to have a cohesive and coherent academic program that is consistent with accreditation requirements and other public commitments. Nothing in this policy supersedes any policy outlined in the personnel policies.

3.1 Individual Faculty Academic Freedom Principle

Faculty members are expected to work collaboratively, as a whole faculty and in work groups, to establish communities of practice that negotiate pedagogical and curricular decisions. At the same time, Reach faculty should feel empowered to respond appropriately to their students needs and to proceed in the best interests of their students. The “Reach way” is simultaneously intended to provide focus, cohesion and guidance AND to be continuously reinvented as part of ongoing collaboration. Faculty members work with supervising program coordinators and the Executive Director to develop their courses and approaches consistent with policy.

3.2 Individual Academic Freedom

Consistent these principles:

Without the consent of the program coordinator, Faculty do not have the freedom to:

- Modify or adjust core outcomes and core assessments (which are defined by the program narratives and interpreted by the program coordinators and the Executive Director).
- Modify the amount of the scope of student engagement in learning for a defined course (combining seminar time, online collaboration, and individual practicum & coaching).
- Modify a course in such a way as to jeopardize accreditation.
- Create new courses.

Faculty have the freedom to:

- Make adjustments and modifications to non-core outcomes and assessments for either the whole cohort or individuals with extenuating circumstances.
- Make decisions about what grades will be awarded, including whether individual students pass the course.
- Make adjustments to the content and sequence of the course concepts in response to emergent student needs, consistent with agreed upon learning objectives.
- Make decisions about pedagogical approaches consistent with these policies.

- Adapt the course syllabus to reflect their priorities and interests consistent with the program's learning objectives.
- Design and supervise courses of individualized study with the approval of the program coordinator.
- Research and publish.
- Freely express their ideas as they pertain to their course.

3.3 Collective Faculty Academic Freedom

Principle: Issues of academic quality and program integrity affect all staff. Reach believes that all faculty members should have input into decisions that affect them, and program coordinators are required to develop work teams and make decisions on this basis. The Reach Institute has adopted the Academic Freedom Policy of the *American Association of Graduate School Professors*:

- Teachers are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; research for pecuniary return should be based upon an understanding with the authorities of the institution.
- Teachers are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their teaching controversial matter, which has no relation to their subject. Limitations of academic freedom will be clearly stated in writing at the time of the appointment.
- Graduate schoolteachers are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public might judge their profession and their institution by their utterances. Hence they should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that they are not speaking for the Graduate School.

Section 4 Faculty

4.1 Definition of Faculty

The faculty comprises all persons holding appointments for the instruction of students, including administrators who hold faculty rank.

4.2 Core Faculty

Core Faculty members meet the following requirements:

- an earned terminal degree in the subject or related field from an accredited college or university, or, in the absence of a terminal degree, a record of exceptional achievement as a scholar, leader, or education practitioner
- demonstrated excellence in teaching, scholarship or education leadership
- a demonstrated commitment to service.

The following Reach Institute administrators hold faculty rank and are core faculty members: Executive Director and Program Coordinators.

4.3 Adjunct Faculty

Reach Institute may employ, in the position of *adjunct faculty*, individuals with distinguished professional expertise and achievements who may nonetheless lack a terminal degree. Adjunct faculty are part-time instructors who do not have advisory responsibilities with respect to Reach Institute students. While not required to engage in service to the Reach Institute community, adjunct faculty are expected to participate in faculty evaluation (including self-evaluation), course planning, and other duties as deemed necessary by the respective Program Coordinator.

4.4 Faculty Expectations

The three priority areas of faculty activity at the Reach Institute are teaching, coaching and individual pursuits. As a graduate school of education, Reach Institute is committed to exploring and modeling effective pedagogy and structures for learning. Faculty are expected to be expert education practitioners as well as scholars, committed to serving both the Reach Institute for School Leadership and the broader education community.

4.5 Faculty Work Load

The full-time faculty work load is allocated to the three priority areas: teaching, coaching, and individual pursuits. Assignment to these areas is determined in discussion between each faculty member, the Program Directors, and the Dean, weighing both the goals and strengths of the individual and the needs of the institution.

4.5.1 The normative full-time faculty work load is as follows:

- Teaching (includes academic advising): 60%
- Service (includes GSE committee work, faculty meetings, and broader service to the education community): 30%.
- Scholarship (includes original research, theory-building, publication, and scholarly presentations): 10%

4.5.2 Office Hours

All teaching faculty are expected to be readily available to students for conferencing upon request, and will post their contact information on their syllabi.

Section 5 Faculty Hiring

5.1 Diversity of Faculty

Reach Institute for School Leadership is an equal opportunity employer. Per the Council of Graduate Schools' *Strategies for Effective Diversity Programs in Graduate Schools*, the Reach Institute is committed to achieving diversity among its faculty, mindful that diversity within academic programs will thrive if faculty and staff consult research, consider the perspective of marginalized students, and strive to determine and meet each degree program's specific needs. The Reach Institute is committed to careful consideration of all forms of diversity when seeking new faculty, administration and staff members.

5.2 Non Discrimination Policy

In order to provide equal employment and advancement opportunities to all individuals, all employment decisions at Reach Institute will be based on merit, qualifications, and abilities. Reach Institute does not unlawfully discriminate on the basis of race, color, religion, citizenship, political activity or affiliation, marital status, age, national origin, ancestry, physical or mental disability, medical condition (as defined under California law), veteran status, family care status, sexual orientation, sex (which includes gender and gender identity, pregnancy, childbirth, or related medical conditions), taking or requesting statutorily protected leave, or any other basis protected by law.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Reach Institute will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

If you have questions or concerns about any type of discrimination in the workplace you are encouraged to bring these issues to the attention of your immediate supervisor. You can raise concerns and make reports without fear of reprisal or retaliation. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

5.3 Life Threatening Illnesses in the Workplace

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. Reach Institute supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, Reach Institute will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. Reach Institute will take reasonable precautions to protect such information from inappropriate disclosure.

5.4 Faculty Hiring Process

5.4.1 Authorization and Selection of Faculty

The Executive Director defines the qualifications required, the conditions of employment, salary, and the duties and responsibilities for each faculty and staff position, with the approval of the Board of Directors. When hiring faculty, Core Faculty will be guided by processes made by the Reach Executive Director in consultation with the Reach Board Chairperson as needed to fit the unique circumstances of each hire. The Executive Director will convene and oversee a Search Committee to conduct the hiring process.

5.4.2 Position Description

The Executive Director defines the qualifications required, the conditions of employment, and the duties and responsibilities for each staff position, with the approval of the Board of Directors. Once hired, assignments and job duties may change or be modified by the Executive Director as necessary given the dynamic nature of the services Reach provides, and the capabilities of the employee as determined by the Executive Director.

5.4.3 Advertisement

Once a job description has been established, the Search Committee will conduct a local/regional search. Advertisements will be placed in top job search web sites, circulated amongst the Reach Institute network, as well as in any appropriate professional publications.

5.4.4 Employment Applications

Reach Institute relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in your exclusion from further consideration for employment or, if you have already been hired, you may be terminated.

5.4.5 Interview Process

The Search Committee will screen resumes and invite selected candidates to participate in phone screenings, initial interviews and finally a panel interviewing with key faculty and staff. This final interview at the Reach Institute may also include demonstration teaching or coaching. The Search Committee in conjunction with the Executive Director, will work closely with the respective Program Coordinator to structuring the process in a way that allows an in-depth look at the candidate(s).

5.4.6 Recommendation

Upon completion of the interview process, and considering feedback from all constituencies, the Search Committee will recommend a candidate to the Executive Director, who will make the final decision.

5.4.7 Current employees

Current employees may apply for any opening and will receive the same consideration as other applicants.

Section 6 Qualifications

Employment is offered subject to the qualifications and competence required for a particular position. Reach Institute does not unlawfully discriminate on the basis of race, color, religion, citizenship, political activity or affiliation, marital status, age, national origin, ancestry, physical or mental disability, medical condition (as defined under California law), veteran status, family care status, sexual orientation, sex (which includes gender and gender identity, pregnancy, childbirth, or related medical conditions), taking or requesting statutorily protected leave, or any other basis protected by law.

6.1 Driving

Personnel who drive for work related activities—whether in a company owned or other vehicle—must provide evidence of a clear driving record by submitting a current Department of Motor Vehicles report. Personnel who drive for work related activities in their own vehicle must also provide proof of current insurance and financial responsibility.

6.2 Direct Service to Children

Personnel providing direct service to children under the age of 18 must show evidence of current First Aid and CPR training, as well as evidence of a clear TB screening/test.

Personnel providing direct service to children under the age of 18 must receive criminal clearance from the Department of Justice by filing a set of their fingerprints with the Department of Justice in Sacramento, California, prior to the first day of work, or show proof that their fingerprints are already on file with the state.

6.3 Fingerprinting Process

To ensure that Reach Institute is aware of the background of employees accessing confidential criminal history records, they shall be fingerprinted and processed through the California Department of Justice. Reach faculty occasionally visit school sites, and primarily work with school personnel, therefore by accepting employment with Reach, employees acknowledge their agreement with mandated child abuse reporting obligations.

The overall responsibility for the administration of employee fingerprinting and the corresponding criminal history information rests with the Executive Director and the Associate Director.

- Record Security: any questions regarding the release, security and privacy of Criminal Offender Record Information (CORI) are to be resolved by the Executive Director or person in charge.

- Record Storage CORI shall be under lock and key and accessible only to the Executive Director; who is committed to protect CORI from unauthorized access, use or disclosure.
- Record Dissemination: CORI shall be used only for the purpose for which it was requested by the Executive Director.
- Record Destruction: CORI shall be destroyed after employment determination has been made, and copies of same will be destroyed in such a way that the employee's name can no longer be identified.
- Record Reproduction: CORI may not be reproduced for dissemination.
- Training: Executive Director is required:
 1. to read and abide by this policy.
 2. to themselves be fingerprinted and have a clearance check completed,
 3. to have on file a signed copy of the Employee Statement Form (which is itself a part of this policy) which acknowledges an understanding of laws prohibiting misuse of CORI.
- Penalties: Misuse of CORI is a criminal offense. Violation of this policy regarding CORI may result in suspension, dismissal, and/or Criminal or Civil prosecution.

6.4 Employment Eligibility Verification

In accordance with the Immigration and Control Act of 1986, Reach Institute hires only those individuals who are lawfully authorized to work in the United States. Reach Institute does not discriminate on the basis of citizenship or national origin.

If you are a new employee, as a condition of employment, you must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility before you begin working. If you are a former employee hired after January 2007, you must also complete the form if you have not completed an I-9 with Reach Institute within the past three years, or if your previous I-9 is no longer retained or valid.

If you have questions or need more information on immigration law issues, you are encouraged to contact the Associate Director. You may raise questions or complaints about immigration law compliance without fear of reprisal.

6.5 Employment Reference Checks

To ensure that individuals who join Reach Institute are well qualified and have a strong potential to be productive and successful, it is the policy of Reach Institute to check the employment references of all applicants.

If requests are made in reference to your employment with Reach Institute after employment separation, the Associate Director will confirm that you were an employee of Reach Institute, your dates of employment, and your title or position. In response to requests for additional information, he/she will respond in writing only to those reference check inquiries

that are submitted in writing. Responses to such inquiries will be limited to factual information that can be substantiated by Reach Institute's records. No employment data, except as outlined in the first sentence, will be released without a written authorization and release you have signed.

No employee, other than the Executive Director or Associate Director, is permitted to provide (either on- or off-the-record) any information regarding current or former employees to any non-employee without the specific written approval of the Executive Director or Associate Director. This includes letters of reference. If you are approached for information about any current or former employee, you should promptly advise your supervisor. Failure to comply with this policy may result in disciplinary action.

6.6 Conflicts of Interest

Reach Institute's reputation for honesty and integrity is the sum of the personal reputations of its individual employees. You must manage your personal and business affairs to avoid situations that might lead to conflict between self-interest and responsibility to Reach Institute and the community.

The purpose of these guidelines is to provide general direction so that you can seek further clarification on issues related to the subject of acceptable standards of operation.

An actual or potential conflict of interest occurs when you are in a position to influence a decision that may result in personal gain for yourself or for a relative as a result of Reach Institute's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if you have any influence on the transactions involving purchases, contracts, or leases, it is imperative that you disclose to the Executive Director or Associate Director as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties. The Executive Director or Associate Director will disclose the same to the president of the Board of Directors. The members of the Board of Directors are subject to the conflict of interest provisions contained in the bylaws.

Personal gain may result not only in cases where you or a relative have a significant ownership in a firm with which Reach Institute does business, but also when you or a relative receive any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving Reach Institute.

Materials that an employee creates in their work assignment while employed by Reach is considered "work for hire" and belongs to the employer, even when/if the employee leaves Reach. The materials, products, designs, plans, ideas, and data of Reach Institute, including work products of Reach Institute employees, are the property of Reach Institute and should

never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that you have personally gained by such action, constitutes unacceptable conduct. Any employee who participates in such a practice will be subject to disciplinary action, up to and including possible termination of employment.

6.7 Non-Disclosure

The protection of confidential educational records, business information and trade secrets is vital to the interests and the success of Reach Institute. Such confidential information includes, but is not limited to, the following examples:

Compensation data	New markets research
Computer software, technology, and databases	Financial information
Confidential client records	Marketing strategies
Customer / client lists	Pending projects and proposals
Customer / client proprietary information	Research and development strategies

Any employee who discloses confidential business information will be subject to disciplinary action, up to and including possible termination of employment and legal action, even if he or she does not actually benefit from the disclosed information. Because Reach Institute's computer network contains such confidential information, including legally protected information on Reach Institute clients, providing access to the network for individuals who are not Reach Institute employees is forbidden and may subject you to disciplinary action.

6.8 Second Jobs

You may hold outside employment as long as you meet the performance standards of your job with Reach Institute. You will be judged by the same performance standards as other employees and will be subject to Reach Institute's scheduling demands, regardless of any existing outside work requirements.

Outside employment that constitutes a conflict of interest is prohibited. You may not receive any income or material gain from individuals outside Reach Institute for materials produced or services rendered while performing your job with Reach Institute. You may not work for another company, even your own company, during business hours, while you are being paid to work for Reach Institute.

Section 7 Faculty Goal Setting and Self-Evaluation

The Reach Institute does not offer tenure to faculty members, and all faculty are on one-year contracts and are at will employees. Their continued employment depends on the quality of their teaching, advising, scholarship, service, and collaboration with colleagues on curriculum and program design. The evaluation and review processes are designed to help you achieve better results in your present job and prepare you for future responsibilities. It also encourages better communication between you and your direct supervisor.

7.1 Goal Setting

The faculty goal setting cycle begins in summer, after the faculty reviews end of year program data and performance data. Each faculty member completes and shares with his/her Program Coordinator his/her Professional Development Plan that addresses the faculty member's overall goals for teaching, service, and scholarship.

The self-evaluation includes the following information and reflections:

- Course materials, including syllabi, handouts, and signature assignments
- Documentation of scholarly activities, including research agenda, publication, presentations at conferences, visiting professorships, and grant applications
- Documentation of service activities, including Reach Institute networking building, and service in the broader community
- Reflections on strengths and current work

Seminar visits are not required as part of the review process, but faculty are encouraged to take advantage of such visits on a periodic basis. "Collegial coaching" (observing a colleague's classroom with follow-up discussion) is a regular part of the teaching life of a Reach Institute faculty member.

At the conclusion of the self review process, faculty members meet to identify trends in self-evaluations and make recommendations to the Executive Director and Associate Director for improving the evaluation process. The cycle begins again in summer, typically July, following the end of year data review, when faculty, having reflected on institutional goals and progress, recast their individual goals for teaching, service, and scholarship for the coming year.

Program Coordinators and Faculty are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Performance reviews are conducted to provide the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

7.2 Annual Review

At least once a year, your Program Coordinators will work in conjunction with the Executive Director to hold a private meeting with you to evaluate your performance and afford the opportunity for dialogue concerning goals and perceptions. You may be asked to complete Self Review Forms, including but not limited to the Professional Development Plan as well to compare your evaluation of your work to your Program Coordinators evaluation. This process will also include a reflection and evaluation on your individual goals and responsibilities but also any key program outcomes that were set at the start of the academic year. You may request a copy of your evaluation upon completion. The original performance review will be retained in your personnel file. The performance review process is independent of, and does not limit, the at will nature of your employment. You or Reach Institute may end the employment relationship for any reason at any time, with or without cause or advance notice, regardless of the content of the performance evaluation.

7.3 Faculty Development

Faculty professional development is an essential activity at the Reach Institute:

- Select faculty meetings focus specifically on issues of pedagogy pertaining to adult student work at the graduate level.
- Select faculty meetings focus specifically on professional growth around organizational needs.
- Findings from Annual Faculty Self-Evaluations inform decisions about Faculty Professional Development.
- Faculty members engage in inquiry cycles about their own programs and practices, revising curriculum, examining student work, and collegial coaching throughout the year, observing each other's work directly and providing feedback.
- Reach Faculty are encouraged and supported, via a line item in the Reach Institute budget, to attend and present at conferences and workshops as well as publish their work.

7.4 Faculty Leaves of Absence

7.4.1 Sabbatical Leave

The Reach Institute encourages sabbaticals for the purpose of continuing education and professional development. Paid sabbatical leave may be granted for any activity which, in the judgment of the Board of Directors based on the recommendation of the Executive Director, will contribute to personal and professional growth of full-time, salaried staff members. It will be the responsibility of the staff member to demonstrate clearly how a particular work, study, or travel plan will accomplish this objective. The proposal will be set forth in writing in such form, as the Executive Director shall determine. The Executive Director will describe in writing the sabbatical agreement, which will include the specific details and expectations for each specific circumstance and which is subject to Board approval. No employee is entitled sabbatical leave and all sabbatical leave requests will be considered in the context of the budgetary and program demands of the organization, the leave or sabbatical requests of other staff members, and the seniority of the applying staff member. Consistent with the Reach Institute's at will employment policy, staff members who request sabbatical leave are expected to state their sincere and good faith intention to stay with the organization for two years following the sabbatical period. There are two forms of sabbatical leave:

7.4.2 Contiguous Sabbatical:

Employees become eligible for contiguous sabbatical after the completion of four (4) complete years of service. Requests for sabbaticals must be made in writing at least six (6) months prior to the planned leave with the term and timing of sabbatical leave subject to negotiation. Paid sabbaticals may be for up to ten weeks and will typically be granted for the period of the summer semester with the expectation that the sabbatical period incorporate a minimum of an additional 10 leave days.

Finding a temporary replacement to fill the employee's position in their absence, if necessary, is to be done in conjunction with the program supervisor and the Executive Director. The period of Sabbatical leave is recognized for the purposes of group insurance and vacation entitlement.

Staff members returning from sabbatical may be expected to share or disseminate their acquired skills, perspectives, or knowledge in a way to be determined by the staff member in conjunction with the Executive Director.

For former employees of On The Move, Inc. who became employees of the Reach Institute at the time of Reach's incorporation, the years of full-time, salaried employment with On The Move will be recognized and added to the years of employment with the Reach Institute for the purposes of eligibility for sabbatical leave.

7.4.3 Dispersed Sabbatical Leave for Continuing Education

Staff members are encouraged to pursue advance certification and degrees that further their professional goals while enhancing the quality and reputation of Reach programs. Consistent with the approval policy and Associate Director outlined above, Reach may support employees who enroll in mutually agreed upon continuing education or degree programs that require commitments during regularly scheduled hours and may count that time as regular work time without affecting benefits or paid time off.

Staff members who choose to enroll in continuing education or degree programs, even with the support of Reach as described in this section, must recognize that they are committing themselves to substantial additional work beyond their regular job description and hours, and should plan accordingly. Reach does not recognize as paid work time continuing education or degree program requirements that fall outside of the regularly scheduled workdays/hours (such as on weekends, scheduled holidays, or in the evening after regularly scheduled work hours), and the affected staff member is expected to meet these requirements as well as any additional demands, such as required studying, on their own time and without diminishing their ability to meet their performance objectives and without negatively affecting the quality of their work for Reach. It is the staff member's responsibility to manage their time accordingly, and in the event that a staff member finds it difficult to meet the agreed performance objectives, it is their responsibility to communicate with their supervisor so that the sabbatical agreement can be reconsidered and revised as necessary.

7.4.4 Other leave

Additional general provisions for employee leave may be found in Section 15.

7.5 Support Services for Faculty

The Reach Institute is committed to providing all its members the support they need to function effectively in a purposeful, professional environment. Much of the direct support in day-to-day operations (photocopying, room reservations, etc.) comes from Administrative Assistant. Professional support in course planning, project tuning, and assessment of student work comes in faculty meetings and or program team meetings focusing on issues of practice. Additional business assistance, including Reach Institute benefits administration, insurance planning, reimbursements are provided by the Associate Director. The Reach Institute does not offer on-site medical or counseling services for employees.

7.6 Faculty Orientation

New faculty orientation is the joint responsibility of the Program Coordinator and the Associate Director and is conducted on a case-by-case basis. Where feasible, each new faculty member will be assigned to a “critical friend,” who is available to assist with questions about course planning, pedagogy, support services, and other aspects of life and work at the Reach Institute.

Section 8 Administration

The Reach Institute is committed to a shared governance model in which all faculty and staff have an influential voice. Student input is valued and solicited regularly through course session exit cards, annual surveys and any supplemental data collection as deemed necessary.

8.1 Positions and Structure

Reach Institute has established an administrative structure and team to support faculty, students and staff in achieving the Reach Institute mission. The Leadership Team consists of the Executive Director, Associate Director and Program Coordinators for the Teaching Academy and the Leadership Academy. Additionally the Leadership Team is supported by the Administrative Assistant.

8.2 Staff Hiring Process

Reach Institute staff include all Reach Institute employees engaged in administrative support, including but not limited to information technology, student records, credentialing and other non-academic support.

8.2.1 Authorization and Selection of Staff

The Executive Director defines the qualifications required, the conditions of employment, salary, and the duties and responsibilities for each staff position, with the approval of the Board of Directors. When hiring support staff, the Reach Executive Director will guide the process in consultation with the Reach Board Chairperson as needed to fit the unique circumstances of each hire.

8.2.2 Position Description

The Executive Director defines the qualifications required, the conditions of employment, and the duties and responsibilities for each staff position, with the approval of the Board of Directors. Once hired, assignments and job duties may change or be modified by the Executive Director as necessary given the dynamic nature of the services Reach provides, and the capabilities of the employee as determined by the Executive Director.

8.2.3 Advertisement

Once a job description has been established, the Executive Director will appoint a Search Committee that will conduct a local/regional search. Advertisements will be placed in top job search web sites, circulated amongst the Reach Institute network, as well as in any appropriate professional publications.

8.2.4 Employment Applications

Reach Institute relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in your exclusion from further consideration for employment or, if you have already been hired, you may be terminated.

8.2.5 Interview Process

The Search Committee will screen resumes and invite selected candidates to participate in phone screening, initial interviews and finally a panel interviewing with key faculty

and staff. The Search Committee will work with the Executive Director to structuring the interview process in a way that allows an in-depth look at the candidate(s).

8.2.6 Recommendation

Upon completion of the interview process, and considering feedback from all constituencies, the Search Committee will recommend a candidate to the Executive Director, who will make the final decision.

8.2.7 Current employees

Current employees may apply for any opening and will receive the same consideration as other applicants.

8.3 Staff Goal Setting

The administrator and staff goal setting cycle begins in summer, after the Reach Institute reviews end of year program data and performance data. Each staff member completes and shares with his/her supervisor his/her Professional Development Plan that addresses the individual's overall goals for service, performance and leadership.

The self-evaluation includes the following information and reflections:

- Documentation of service activities, including Reach Institute network building, infrastructure improvements and service in the broader community
- Reflections on strengths and current work

At the conclusion of the self review process, administrators and staff meet to identify trends in self-evaluations and make recommendations to the Executive Director and Associate Director for improving the evaluation process. The cycle begins again in Summer, typically July, following the end of year data review, when administrators and staff, having reflected on institutional goals and progress, recast their individual goals for service and leadership for the coming year.

Staff and Supervisors are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Performance reviews are conducted to provide the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

8.4 Staff Annual Reviews

At least once a year staff supervisors' will work in conjunction with the Executive Director to hold a private meeting with you to evaluate your performance and afford the opportunity for dialogue concerning goals and perceptions. You may be asked to

complete Self Review Forms, including but not limited to the Professional Development Plan as well to compare your evaluation of your work to your supervisor's evaluation. This process will also include a reflection and evaluation on your individual goals and responsibilities but also any key program outcomes that were set at the start of the academic year. You may request a copy of your evaluation after you sign it. The original performance appraisal will be retained in your personnel file. The performance appraisal process is independent of, and does not limit, the at will nature of your employment. You or Reach Institute may end the employment relationship for any reason at any time, with or without cause or advance notice, regardless of the content of the performance evaluation.

8.5 Hiring of an Executive Director

When the position of Executive Director becomes open, the Chair of the Board of Directors authorizes a search committee, which will include representation from the Board and the faculty. The search committee generates a position description and advertises the position, and organizes the search and interview process, taking care to solicit feedback from all constituencies. The committee makes a recommendation to the Board of Directors. The Board may, at its discretion, solicit one or more finalist recommendations, and may require finalist interviews before the full Board.

8.6 Evaluation of an Executive Director

Evaluation of the Executive Director is responsibility of the Board of Directors. The Board of Directors work to identify annual goals for the Executive Director that are in alignment with the organizational goals. In addition to regular ongoing meetings and communication, the Board President conducts a mid-year check in meeting on the annuals goals. Then in the spring, the Board President will engage in a process to gather performance data, interviewing key faculty and staff and making recommendations to the Board as to the employment renewal or termination.

Section 9 Hours of Work

In general, Reach employs faculty and staff. In each of these capacities there are full-time and part-time staff. In addition, there are sometimes temporary employees and independent consultants. The general schedules for faculty and support staff are found below. The normal workweek is a five-day period, Monday through Friday. Reach Institute's regular hours of operation are from 9:00 a.m. to 5:00 p.m., though most courses take place in the evenings. In general, employees are informed of their working hours/schedule at the inception of the employment relationship. Working hours and schedules vary depending upon the job classification and the school's needs. In addition, the Reach Institute reserves the right to alter schedules as it may require.

9.1 Faculty Hours of Work

Unless otherwise determined upon offered employment in writing, most Faculty are Exempt Salaried Full Time Faculty. Exempt Salaried employees are paid the same amount each week no matter how much work they do or how many hours they work. They must receive a full salary for any week in which they perform any work without regard to the number of days or hours worked. Program Coordinators will provide faculty with an instructional calendar. Program Coordinator will also scheduled collaborative time for course planning and preparation along with professional development opportunities. Faculty will be required to work more days than those noted in the instructional calendar in order to adequately prepare for the upcoming school year and in order to meet student and organizational needs during the school year.

Work schedules for employees vary throughout Reach Institute. Your supervisor will advise you of your individual work schedule.

Use of unpaid time-off should be on a limited basis. Employees are expected to report to work regularly and punctually. Excessive absenteeism and tardiness are subject to disciplinary action.

Reach Institute, at its sole discretion, has the option to change the work schedule, work hours, business hours, or shifts, as appropriate.

9.2 Staff Hours of Work

Staff include any non-teaching position, including but not limited to administrative support. Unless otherwise determined upon offered employment in writing, most Staff are Exempt Salaried Full Time Faculty. Exempt Salaried employees are paid the same amount each week no matter how much work they do or how many hours they work. They must receive a full salary for any week in which they perform any work without regard to the number of days or hours worked. Staff do not ordinarily follow the instructional calendar as there are many functions and significant work that must be accomplished even when school is not in session. Depending upon the position and the needs of the organization, there will be occasions where support staff will have to work during some of the school breaks during the school year. Moreover, staff also should expect to work during a significant portion of the summer as well.

Work schedules for employees vary throughout Reach Institute. Your supervisor will advise you of your individual work schedule.

Use of unpaid time-off should be on a limited basis. Employees are expected to report to work regularly and punctually. Excessive absenteeism and tardiness are subject to disciplinary action.

Reach Institute, at its sole discretion, has the option to change the work schedule, work hours, business hours, or shifts, as appropriate.

9.3 Attendance and Punctuality

The cost of absenteeism and lateness is difficult to estimate, but it goes far beyond the cost of paying for time not worked. For instance, no one can calculate the cost of the burden this puts on others who have to do the absent person's work.

Most people will be late or sick at one time or another. But when short-term absences become more frequent, they might signal personal, medical or job-related problems.

It is your responsibility to notify your supervisor *directly* as soon as possible in advance of the anticipated tardiness or absence. You should provide your supervisor with the general reason for your absence, and understand excessive absences or lateness will lead to disciplinary action, up to including termination of employment.

Absence is any time you are scheduled to work and are unable to report. This does not include approved time off, such as jury duty leave; military leave, bereavement leave, holiday, vacation, sick leave or other approved leave of absence.

Tardiness is any time you arrive late for your work. Excessive tardiness is defined as more than three tardy arrivals to work within any 30-day period.

Disciplinary action will result in situations of poor attendance, tardiness, leaving early, or other issues of employees being away from work.

9.4 Breaks and Lunch Periods

Nonexempt employees working five (5) hours per day or more shall take at least a 30-minute meal period approximately in the middle of the workday. Non-exempt employees are allowed at least a 10-minute rest period for every four hours of work or major portion thereof. Employees are entitled to these breaks as a matter of law, and cannot be required to work through these breaks. If at any time you feel you are being coerced into working through your breaks, you should immediately bring a complaint to your supervisor or the Associate Director.

9.5 Timekeeping

Accurate reporting of hours taken of vacation, sick leave, and other leaves of absence is an important duty of all employees. If you are an hourly employee, your time record is the report of all the hours you have actually spent on the job performing assigned duties. Care should be taken to see that your time record is an accurate accounting of time worked. If for any reason you forget to record your time or note it incorrectly, you

should see your supervisor immediately so the error or omission can be corrected and initialed.

Accurately recording time worked or taken off is the responsibility of every employee. Federal and state laws require Reach Institute to keep an accurate record of time worked in order to calculate employee pay and benefits. Hourly employees should accurately record the time you begin and end work, as well as the beginning and ending time of each meal period. You should also record the beginning and ending time of any departure from work for personal reasons. Overtime work must **always** be approved before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

It is your responsibility to sign your time record to certify the accuracy of all time recorded. Your supervisor will review and then initial the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both you and your supervisor must verify the accuracy of the changes by initialing the time record.

Exempt employees are not considered hourly employees, and may work extended hours in order to meet the challenging demands of the work associated with meeting their goals and performance expected by the standards of Reach.

9.6 Overtime

Nonexempt employees will be paid for all hours worked in accordance with legal requirements. If you qualify as an administrative, executive, professional or outside sales person within the meaning of state and federal wage and hour laws, you are exempt from overtime pay and are not subject to this policy. All non-exempt employees qualify for overtime pay.

Our business occasionally requires a longer than normal workday. Staff will be expected to stay if necessary. However, when possible, advance notification of these mandatory assignments will be provided.

All overtime work by a non-exempt employee must be approved *in advance* by your supervisor. Because unauthorized overtime is against Reach Institute policy, if you work overtime without authorization, you will be subject to disciplinary action, up to and including termination.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state laws at the rate of one and one-half times straight-time pay for all hours over eight in a workday, or 40 in a work week.

As required by law, overtime pay is based on actual hours worked. Time off on vacation or sick leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization from your supervisor may result in disciplinary action, up to and including possible termination of employment.

Section 10 Employment Status and Records

10.1 Employment Classifications

It is the intent of Reach Institute to clarify the definitions of employment classifications so that you may understand your employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The Executive Director determines employment classifications and/or re-classifications and/or any special arrangements between the employee and Reach.

- Each employee is designated as either NON-EXEMPT or EXEMPT from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. *(specific provisions for exempt vs. nonexempt employees can be found under the federal Fair Labor Standards Act (FLSA). For example, a salaried employee does not receive an hourly wage; instead, he receives one calculated for the entire year, paid in biweekly or monthly installments. Be aware that exempt position workloads can typically exceed an average of 45 hours per week.)*

Unless otherwise determined upon offered employment in writing, you will belong to the exempt category:

EXEMPT SALARIED POSITIONS:

REGULAR FULL-TIME employees are those who are not in a temporary status and who are regularly scheduled to work Reach Institute's full-time schedule. Generally, they are eligible for Reach Institute's benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME employees are those who are not assigned to a temporary status and who are regularly scheduled to work less than five days per week. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), part-time employees will receive a proportionate amount of benefits and pay.

TEMPORARY employees are those who are hired as interim replacements, to temporarily supplement the workforce, or to assist in the completion of a specific project.

Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for all of Reach Institute's other benefit programs.

INDEPENDENT CONTRACTORS are not employees of Reach Institute but perform work based on a contractual agreement. Independent Contractors do not receive any benefits because they are not employees.

10.2 Rehired Employees

Employees who are rehired following a break in service in excess of one month, other than those upon an approved leave of absence, are considered new employees from the effective date of their re-employment for all purposes of measuring benefits.

10.3 Access to Personnel Files

Reach Institute is concerned with protecting the privacy of its employees and clients, while meeting Reach Institute's need for personal information. This policy outlines our procedures for accomplishing this goal.

Reach Institute maintains a personnel file on each employee. The personnel file includes such information as your job application, résumé, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of Reach Institute and are kept in a locked file. Access to the information they contain is restricted. Generally, only supervisors and management personnel of Reach Institute who have a legitimate reason to review information in a file are allowed access.

If you wish to review your own file, you should contact the Associate Director. With reasonable advance notice, you may review your own personnel file in Reach Institute's offices and in the presence of an individual appointed by Reach Institute to maintain the files.

Any records containing medical information are kept in a separate file and they will not influence employment decisions about you without your permission.

Reach Institute's records about you will not be disclosed in individually identifiable form to people or organizations outside Reach Institute without your written approval unless disclosure is compelled for legal reasons. The only other exception will be to confirm you are or were an employee, the dates of your employment, and your title or position.

These may be disclosed without your authorization in response to a request identifying you by name.

According to federal law, employees may copy records of exposure to hazardous substances and related personal medical records. In addition, you may have copies of any documents you have signed.

10.4 Personnel Data Changes

It is your responsibility to promptly notify Reach Institute of any changes in your personal data. Personal mailing addresses, telephone numbers, number and names of dependents and beneficiaries, individuals to be contacted in the event of an emergency, educational accomplishments, and other pertinent information should be accurate and current at all times.

Section 11 Employee Benefits

Eligible employees are provided a number of benefits. Several of the programs (such as Social Security, or workers' compensation) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of these programs, including the amount of any employee contributions, are available from the Executive Director and Operations Coordinator.

11.1 Paid Time Off

Reach Institute maintains a paid time off (PTO) program designed in response to employees' need for time off and allows all full and part-time employees to receive their wages while off work. Full and part-time employees are eligible for PTO when they begin employment. For part time employees the amount of time and pay will be pro-rated based on the number of days worked per week. Paid time off is provided for vacation and sick leave.

Vacation time is paid time off from work that may be scheduled at the discretion of the employee, with the consent of his or her supervisor. It is accrued monthly to a maximum for the full fiscal year of the amount shown in the tables below.

Sick leave is paid time off from work during periods of absence due to personal illness or injury, medical appointments, other personal wellness care or for the care of a sick or injured family member. Sick leave taken as a result of an unanticipated illness or accident is taken at the discretion of the employee, and in cases where the absence impacts others

(ie. students or colleagues), where possible the employee will inform their supervisor, the Associate Director, or the impacted colleague as soon as possible. For sick time taken in excess of 5 days, verification from a doctor may be requested from the Executive Director or the Associate Director.

PTO that has been accrued but not used at the time of the employee’s departure from Reach Institute will be paid out at the employee’s straight-time base rate, not including overtime or any special forms of compensation such as incentives, commissions, or bonuses. PTO that is unused at the end of each fiscal year (Reach fiscal year =July 1-June 30) may be rolled over into the next fiscal year, but for no more than nine (9) months. Accumulated, unused PTO from each fiscal year will be lost on March 31st of the following year.

The following schedule shows the amount of PTO provided to employees:

<i>Years of Eligible Service</i>	<i>Paid Time Off</i>
During the first year	15 days = 120 hours
1 year completed	20 days = 160 hours
2+ years completed	25 days = 200 hours

11.2 HOLIDAYS

Full and part-time employees are eligible for holiday pay when they begin employment. Part time employees receive holiday if the holiday falls on one of their regularly scheduled workdays. The holidays observed in this organization are:

Holidays
Independence Day (July 4 th)
Labor Day
Veterans’ Day
Thanksgiving (3 days including the day preceding and following Thanksgiving)
Winter Holiday (December 24 th -January 1 st)
Martin Luther King, Jr. Day
President’s Day (2 days)
Memorial Day

The Associate Director will determine and issue a list of dates on which holidays will be observed for each fiscal year.

In general, if a recognized holiday falls on a Saturday or Sunday, Reach Institute will observe it on either the preceding Friday or the following Monday. If a recognized holiday falls during a vacation or sick leave day, holiday pay will be provided instead of the vacation or sick leave benefit that would otherwise have applied.

11.3 Sabbatical

Please see sections 7.5.1- 7.5.3 for additional information relating to Sabbaticals.

11.4 Health Insurance

Reach Institute offers health insurance to eligible full and part-time employees through Kaiser Permanente. Salaried full time employees become eligible for health benefits on their first day of employment. For part time employees, Reach Institute's contribution to health insurance premiums shall be proportionally equal to the full time equivalency ("FTE") of the part time employee; *i.e.*, a .6 FTE part time employee will be eligible to receive health benefits paid .6 by Reach Institute. In order to elect participation, employees must satisfy the eligibility conditions of the program. Employees may elect to purchase health insurance coverage for their spouse and/or children through Reach Institute. The additional cost of such coverage will be deducted from the employee's wages. Should a full or part time employee decline to participate in the group health plan, a waiver must be signed by the employee declining the health benefit. In such a case, any opportunity to elect coverage in the future will be subject to the terms, conditions, and limitations of the plan and insurance policies that are in effect at the time. Please see the Associate Director for further details, including specific eligibility requirements and enrollment options.

11.5 Section 125 Cafeteria Plan – Flexible Spending Accounts

Reach Institute offers employees the opportunity to participate in a Section 125 cafeteria plan, which allows employees to select certain expenses normally paid on an after-tax basis and, through salary reduction, pay for these expenses on a pre-tax basis. The result is tax savings for employees. Paying for these benefits on a pre-tax basis allows your employees to increase their take home pay. Section 125 Plans, also known as "Flexible Spending Accounts," can be structured to include a variety of benefits. Qualified expenses under the Plan typically include things such as:

- Family health insurance premiums
- Out-of-pocket medical expenses
- Dependent care expenses

When a qualified expense is incurred, the employee submits a reimbursement request to the outside program administrator, who processes the claim and disburses payment to the employee. Contact the Associate Director if you are interested in participating in the Section 125 plan.

11.6 Pension Plan – 403(b)

Employees may elect to participate in an Employee Contribution 403(b) Retirement Plan. 403(b) Plans offer pre-tax retirement savings through payroll deductions. 403(b) Plans are available to all employees. Reach Institute offers this saving plan through Putnam Fiduciary Trust Company. Please contact the Associate Director for additional information on the available options, enrollment forms, and additional assistance. The Reach Institute does not endorse any particular product or provider. Enrollment in a 403(b) can occur at any time of the year. In order to elect participation in the plan, employees must satisfy the eligibility requirements of the plan.

11.7 Office Equipment

Reach Institute will provide cell phones or cell phone reimbursements, not to exceed \$60/month, for those employees whose job duties require them to be away from landline phones for extended periods of time, and may need to be reached during those times. The Executive Director and Associate Director decides which employees require cell phones to complete their job related functions. Cell phone reimbursement amounts are also determined by the Executive Director and require that a copy of the cell phone bill and reimbursable amount are attached to a reimbursement form and turned in monthly to the Associate Director.

Reach Institute is committed to keeping its employees safe at all times while on Reach Institute business. Employees are required to comply with all state and local laws regarding the use of wireless phones while driving, including applicable laws prohibiting text messaging while driving. All employees must use a hands-free device while driving. Whenever possible, employees should not make or receive telephone calls while driving, and employees should not send work-related email messages or text messages while driving. Under no circumstances should employees use wireless phones during adverse weather or difficult traffic conditions. Under no circumstances is an employee required to answer the phone to conduct Reach Institute business while driving. Any employee who violates this policy will be considered to be operating outside the course and scope of their employment. Reach Institute takes its phone and device use policy seriously. Any violations of this policy will subject employees to disciplinary action, up to and including termination of employment.

Reach Institute will provide computers to employees who require a computer in order to complete their job related functions. Executive Director decides which employees require computers to complete their job related functions. Reach Institute reserves the right to inspect any and all files stored in all areas of Reach Institute's network, including those assigned to individual employees, and those stored on any Reach Institute computer, in order to assure compliance with this and other Reach Institute policies.

If the program's approved budget does not have the available funds to support these policies, input from the Associate Director is required in making the decision to provide

employees with cell phones, cell phone reimbursement, or computers.

11.8 Mileage Reimbursement

Reach Institute will reimburse employees for mileage driven in their own vehicles for Reach Institute business, typically calculated from the employee's primary place of work. Employees are not reimbursed for driving to and from work. An employee's primary place of work/location is defined by the Executive Director and typically is determined based on the place where the employee works 50% of the time or more.

An accurate mileage record must be kept, including the reason for the trip and destination. Mileage must be reported on a Mileage Form and turned in monthly to the Associate Director. Reimbursement for mileage will be based on the IRS mileage reimbursement figure, which changes annually.

11.9 Benefits Continuation

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives you and your qualified beneficiaries the opportunity to continue health insurance coverage under Reach Institute's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in your hours or a leave of absence; your divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

You will be provided with a written notice describing your rights granted under COBRA when you become eligible for coverage under Reach Institute's health insurance plan. The notice contains important information about your rights and obligations.

11.10 Health Insurance Portability

Under the Health Insurance Portability and Accountability Act, you and your qualified beneficiaries are entitled to Certificates of Coverage from Reach Institute when any of three circumstances are present. These Certificates allow you and your dependents to transfer from one employer health plan to another without starting a new pre-existing condition waiting period. The three conditions are:

- when you are no longer covered under the health plan, or you begin COBRA coverage (as in the case of extended leaves of absence or termination);
- at the time your COBRA coverage ends; and
- when a request is made within 24 months of termination of coverage.

The term "portability" does not mean you may take your specific health insurance policy from one job to another. It means that once you obtain health coverage, you will be able

to use evidence of that insurance to reduce or eliminate any pre-existing medical condition exclusion period that might otherwise have been imposed on you when you move to another group health plan. Portability is designed to help people maintain coverage by giving them credit for having been covered previously.

You will be advised in writing of any pre-existing condition clause in your health insurance plan when you are hired. You may then request Certificate(s) from your previous employer (if applicable) to apply to your current plan. You may also request Certificate(s) from Reach Institute under the conditions mentioned above when applicable. The Associate Director can assist you with additional information.

11.11 Workers Compensation Insurance

Reach Institute provides a comprehensive workers' compensation insurance program at no cost to you. Any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment is covered under this program. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or immediately, if you are hospitalized. The employee will comply with all of the required reporting and documentation as outlined by the insurance policy.

If you sustain a work-related injury or illness, you should inform your supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable you to qualify for coverage as quickly as possible.

Neither Reach Institute nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during your voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Reach Institute.

11.12 State Disability Insurance

To protect employees who miss work due to a non-work-related accident or illness, the law requires that a small percentage of each employee's wages, up to the prevailing maximum, be deducted each pay period for disability insurance. Benefits begin after the seventh day of the illness or accident if the employee is not hospitalized. Eligible employees will be paid a percentage of their regular earnings for maximum period provided by law in any one year. Reach Institute will make up the difference between the compensation an employee receives from state disability insurance benefits and his/her regular wages until his/her accumulated personal leave pay is used up.

In 2002, legislation in California extended disability compensation to individuals who take time off work to care for a seriously ill child, spouse, parent, domestic partner, or to bond with a new minor child. The program, known as Paid Family Leave (PFL), is administered by the State Employment Development Department's (EDD) Disability Insurance Branch. Weekly benefits range from \$50 to \$840 for claims beginning on or after January 1, 2005.

No more than six weeks of PFL benefits may be paid within any 12-month period. As with disability coverage, Reach Institute will make up the difference between the compensation an employee receives from PFL and his/her regular wages until his/her accumulated personal leave pay is used up.

11.13 Unemployment Insurance

If your employment terminates, you may be eligible to receive unemployment insurance. In most cases, you must file a claim in order to collect this benefit. Should such a situation arise, you should inquire about unemployment insurance at the time of your separation from service. We will be happy to explain your rights under the law.

11.14 Social Security

As an employee of Reach Institute, you are covered under the provisions of the federal social security law (F.I.C.A.). Social security benefits are often a significant step to provide you and your family a retirement income. Reach Institute matches the amount of deduction from your wages for social security taxes. The total contribution by you and Reach Institute is credited toward your social security benefits, which may be available at the time you are eligible to retire. In addition, disability and survivor's benefits are financed through social security deductions.

11.15 Staff Development

The Executive Director has discretion to reimburse or pay for education and training opportunities for key leadership staff that will lead to their becoming more highly effective in their role in the organization.

Section 12 Compensation

12.1 Salary Guidelines

Salaries for all positions in the Reach Institute are intended to be competitive. Salary ranges for each position are approved by the Board of Directors based on the recommendation of the Reach Executive Director. Salary decisions within the approved range are determined by the Reach Executive Director consistent with the Reach Institute's Budget Policy. Exceptions to the salary ranges can be made within the limits of the budget and expenditure policies and procedures. The Reach Executive Director will seek input from the Board Chair, and subject to Board approval, prior to exceeding an approved salary range.

12.2 Rate of Pay

12.2.1 Exempt

Salaried, exempt employees will be quoted an annual full-time salary. The annual full-time salary will be prorated for a partial contract year or part-time work. For those working less than a full contract year, the annual salary will be pro-rated by devising a daily rate based upon the minimum number of workdays specified in the contract, and multiplying that rate by the number of days worked or scheduled to be worked.

12.2.2 Non-Exempt Salaried

Contracted, salaried, non-exempt employees will be quoted an annual full-time salary. The annual full-time salary will be prorated for a partial contract year or part-time work. The annual full-time salary for salaried, non-exempt positions contemplates forty-hour workweeks and 8-hour workdays. All overtime work must be previously authorized by a supervisor.

12.2.3 Non-Exempt Hourly

Non-exempt, hourly employees will be given an hourly rate but may have more than one hourly rate if the employee performs more than one job.

12.3 Performance Pay Increases

Faculty and Staff will be reviewed annually and will be eligible for performance pay increases, dependent on available funds. The Reach Executive Director will seek input from the Board Chair, and subject to Board approval, to determine the range for performance pay increases.

Evaluations will be based on a review of some or all of the following:

- Attainment of organizational goals (including revenue goals)
- Attainment of program goals
- Program objectives (especially for program coordinators)
- Job description performance objectives
- Individualized Professional Learning Plan attainment of goals
- Other data that arises from the program evaluation and by observations of practice

Evaluations will be conducted between the supervisor and the faculty/staff member (and may include others when appropriate). The Executive Director will make salary recommendations to the board as part of the annual budget cycle. The evaluation of the Executive Director will be conducted by the Board Chair in a similar fashion.

In addition, in light of the importance of sufficient faculty credentials to attaining, and subsequently maintaining WASC accreditation, the program will also provide base salary

increases on selected MA and Doctorate degrees (if a faculty member joins with these credentials in place, that may be factored into their starting salary). Specific degrees/concentrations/programs will be determined to be eligible by the Executive Director, based on an assessment of the organizational needs. Faculty should discuss the eligibility of a particular degree/concentration/program with the Executive Director prior to enrollment. The Executive Director will consider the reputation and quality of the program in determining eligibility.

In order to guarantee that these increases are immediate, faculty are requested to alert the Executive Director as part of the budget process (no later than March of the preceding year) which month in the subsequent fiscal year they anticipate earning the degree. Failure to do so may postpone this increase to the next fiscal year.

All salary considerations are subject to the annual budget review and adoption procedures, including determination by the Executive Director and the Board that sufficient funds exist in order to include performance pay increases in salaries for a given year.

12.4 Paydays

You will be paid monthly, on the last business day of the month for the current month. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a holiday, you will receive your paycheck on the last day of work before the regularly scheduled payday.

12.5 Paychecks

Once issued, employees are responsible for their paychecks. If you lose your paycheck, please notify the Associate Director immediately. If the check has not cleared the bank, a stop payment will be placed and a new check issued to you. If the check has already cleared the bank, Reach Institute will not re-issue the check. Reach also offers direct deposit, and all Reach employees may elect to sign up for direct deposit.

12.6 Pay Deductions

The law requires that Reach Institute make certain deductions from your compensation. Among these are applicable federal, state, and local income taxes. Reach Institute also must deduct Social Security taxes on your earnings up to a specified limit, which is called the Social Security "wage base." Reach Institute matches the amount of Social Security taxes you pay.

Reach Institute offers programs and benefits beyond those required by law. If you are eligible to receive these benefits, you may voluntarily authorize deductions from your paycheck to cover the costs of participation in these programs, if required.

Occasionally, other pay deductions are taken by Reach Institute, usually to help pay off a debt or obligation to Reach Institute or others. Wage garnishments cause considerable paperwork and expense for Reach Institute. We strongly encourage you to work out a financial problem before this situation occurs.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, please see the Associate Director.

12.7 Pay Corrections

Reach Institute takes all reasonable steps to make sure you receive the correct amount of pay in each paycheck and that you are paid promptly on the scheduled payday.

In the event there is an error in the amount of pay, you should promptly bring the discrepancy to the attention of your supervisor or the Associate Director so that corrections can be made as quickly as possible. Once underpayments are identified, they will be corrected in the next regular paycheck or sooner.

Overpayments will also be corrected in the next regular paycheck unless this presents a burden for you (where there is a substantial amount owed). In that case, Reach Institute will attempt to arrange a schedule of repayments with you to minimize the inconvenience to all involved.

12.8 Pay Advances

Reach Institute does not provide any payroll advances nor can Reach Institute extend credit to any employee.

Section 13 Employment Separation

While we hope that your relationship with Reach Institute will be mutually beneficial, you may terminate your employment at any time with or without notice. Reach Institute may also end the employment relationship at any time with or without cause.

13.1 Employee Separation Classifications

Separation of employment is an inevitable part of personnel activity within any organization, and many of the reasons for separation are routine. Below are examples of some of the most common circumstances under which employment is terminated:

RESIGNATION - employment separation initiated by an employee who chooses to leave the organization voluntarily.

DISCHARGE - employment termination initiated by the organization.

LAYOFF - involuntary employment separation initiated by the organization for non-disciplinary reasons (see LAYOFF AND RE-Employment policy).

RETIREMENT - voluntary retirement from active employment status initiated by the employee.

Employees who resign their employment are requested to provide at least two weeks' advance notice in writing, indicating their intended final date of work. Employees who fail to provide such notice will be considered ineligible for rehire.

13.2 Exit Interview

Reach Institute will generally schedule exit interviews at the time of employment separation. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to Reach Institute, relinquishment of Reach contacts, electronic and intellectual property, and/or return of Reach Institute-owned real property. Suggestions, complaints, and questions are welcome. You will receive your final pay in accordance with applicable state law.

13.3 Salary and Benefits in the event of Termination

Employee benefits will be affected by employment separation in the following manner: all accrued, vested benefits that are due and payable at separation will be paid; some benefits may be continued at your expense if you wish. You will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Please see the policy entitled EMPLOYMENT REFERENCE CHECKS for information on providing references to prospective employers.

13.4 Layoff and Re-Employment

13.4.1 Layoff

Layoffs shall be determined at the sole discretion of the Reach Institute Executive Director, with Board approval, consistent with its at-will policy.

13.4.2 Re-Employment

All layoffs are considered permanent. However, employees who are laid off are encouraged to reapply for employment when positions are available. Past performance with Reach Institute will be considered when evaluating such applications.

Section 14 Work Conditions

14.1 Safe Operations

It is Reach Institute's policy to give every employee a safe and healthy place to work. Although your supervisor is responsible for ensuring safe conditions in your work area, you also play an important role in the program's success. You should immediately report unsafe conditions, practices and on-the-job accidents to your supervisor or the Associate Director.

It is also our intent to provide a safe environment for everyone when on our property. To this end we have established a workplace safety program. This program is a top priority for Reach Institute. The Associate Director has responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all of us.

Reach Institute provides information to you about workplace safety and health issues through regular internal communication channels such as e-mail, voice mail messages, employee meetings, postings, memos, or other communications. The Associate Director is available to facilitate effective communication between employees and management about workplace safety and health issues.

Employees receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. If you have ideas, concerns, or suggestions for improved safety in the workplace, you are encouraged to raise them with your supervisor, or another supervisor or manager, or bring them to the attention of the Associate Director. Reports and concerns about workplace safety issues may be made anonymously if you wish. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. You must immediately report unsafe conditions to the appropriate supervisor or manager. If you violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations, you may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, you should immediately notify the Associate Director or the appropriate supervisor. Such reports are necessary to comply with the law and initiate insurance and workers' compensation benefits procedures.

14.2 Maintenance and Housekeeping

Both clients and staff respond favorably to an office that is professional and well maintained. It is the responsibility of all staff to keep all areas neat and to report to their supervisor any unsafe or unprofessional conditions that detract from the professional image of Reach Institute.

14.3 Smoking

It is the intent of Reach Institute to provide a safe and healthful work environment for all employees, clients, and visitors. Therefore, smoking in the workplace or on the grounds is strictly prohibited. This policy applies equally to all employees, clients, and visitors.

14.4 Bulletin Boards

Reach Institute maintains a bulletin board in the office. The bulletin board contains legally required notices and notices pertaining to Reach Institute business. Please check the bulletin board regularly for pertinent information.

14.5 Telephone Use and Personal Mail

Reach Institute telephones are to be used for business purposes. All callers are to be treated politely and with professional courtesy.

The use of Reach Institute-paid postage or postal services for personal correspondence is not permitted. Do not use Reach Institute letterhead for personal correspondence as personal views may be misinterpreted as representing Reach Institute views.

14.6 Use of Office Facilities and Equipment

Equipment is essential in accomplishing job duties and is expensive and may be difficult to replace. When using equipment, you are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the Associate Director if any equipment appears to be damaged, defective, or in need of repair. Prompt reporting of damage, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Your

supervisor can answer any questions about your responsibility for maintenance and care of equipment used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

Employees may not use office equipment and facilities for personal business without the express permission of the Associate Director. The Associate Director may determine if such requests require written permission.

14.7 Electronic Communications

All electronic and telephonic communication systems (including e-mail, voice mail, access to the Internet and to World Wide Web sites, etc.) and all communication and information transmitted by, received from, or stored in Reach Institute systems, are the property of Reach Institute, and as such are to be used solely for job-related purposes. Employees are expected to communicate tactfully and professionally through electronic media. Such communications may be monitored by Reach Institute.

Employees are issued an electronic email account (reachinst.org) in order to conduct official business related to any and all work associated with, and belonging to Reach, consistent with the policies in this Handbook. To maintain ease of communication, consistency and professionalism for Reach partners and clients, employees are expected to conduct Reach-related business using this account. Employees electing to merge or use an electronic account other than the official Reach account will be expected to relinquish any and all files, contacts, and other Reach property upon separation from Reach.

14.8 Visitors and Vendors

To provide for the safety and security of our employees and the facilities, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee and client welfare, and avoids potential distractions and disturbances.

All visitors should enter Reach Institute at the reception area. Authorized visitors will receive directions or be escorted to their destination. You are responsible for the conduct and safety of your visitors.

If an unauthorized individual is observed on Reach Institute's premises, you should immediately notify your supervisor or, if necessary, direct the individual to the reception area.

Section 15 Leaves of Absences

15.1 Medical Leave

The law requires that employers of fifty or more employees offer medical leave. **Reach Institute will provide such leave, as stipulated below, only when it employs at least fifty employees.**

Any regular full-time employee who is temporarily disabled and unable to work due to a medical condition, will, upon request, be granted a leave of absence without pay for the period of his or her disability, provided such period shall not exceed four weeks. The term "medical condition" as used in this policy encompasses all temporary medical disabilities including, but not limited to, pregnancy, childbirth, and related medical conditions.

As soon as you become aware of a need for a medical leave of absence, you should request a leave from your supervisor in writing. A physician's statement must be provided verifying the beginning and expected ending dates. Any changes in this information should be promptly reported to your supervisor.

Eligible employees are normally granted leave for the period of the disability, up to a maximum of four weeks. You must take any available paid vacation or sick leave as part of the approved period of leave. If vacation or sick leave is used, the paid and unpaid portions of the leave will be added together to total four weeks.

Subject to the terms, conditions, and limitations of the applicable plans, health benefits will be provided through the period of documented disability, but no more than one (1) month. After that time, you will become responsible for the full costs of these benefits if you wish coverage to continue. When you return from medical leave, benefits will again be provided by Reach Institute according to the applicable plans.

If you sustain a work-related injury or illness, you are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities. (See MEDICAL LEAVE FOR OCCUPATIONAL DISABILITIES policy.)

Holiday benefits will be suspended and vacation benefits will not continue to accrue during the approved medical leave period.

When a medical leave ends, every reasonable effort will be made to return you to the same position, if it is available, or to a similar position for which you are qualified. However, Reach Institute cannot guarantee reinstatement in all cases.

If you fail to report to work promptly at the end of the medical leave, Reach Institute will assume that you have resigned.

15.2 Medical Leave for Occupational Disabilities

Any regular full-time or regular part-time employee sustains a work-related disability and is therefore unable to work, will, upon written request, be granted a leave of absence without pay for the period of his or her disability. Upon such notification, the employee will receive instructions from the Associate Director as to how to file a workers comp claim.

A physician's statement must be provided verifying the beginning and expected ending dates. Any changes in this information should be promptly reported to your supervisor and the Associate Director.

Subject to the terms, conditions, and limitations of the applicable plans, health, dental, and life insurance benefits will be provided through the full disability. These benefits will be coordinated with workers' compensation benefits. When you return from medical leave, benefits will again be provided by Reach Institute according to the applicable plans.

Holiday benefits will be suspended and vacation and PTO leave benefits will not continue to accrue during the approved medical leave period.

When a medical leave ends, every reasonable effort will be made to return you to the same position, if it is available, or to a similar position for which you are qualified. However, Reach Institute cannot guarantee reinstatement in all cases.

You must present a physician's certification of fitness for duty before you will be permitted to return to work.

Reach Institute will retain employees on extended leave of absence for occupational disability until one of the following situations occurs:

1. The employee is released from full or partial duty;
2. Reach Institute receives medical evidence satisfactory to indicate that the employee will be permanently unable to return to work; or
3. The employee informs Reach Institute that he or she does not intend to return to work.

If you fail to report to work promptly at the end of the medical leave, Reach Institute will assume that you have resigned.

15.3 Family Leave

Federal law requires that employers of fifty or more employees offer family and medical leave (FMLA). **Reach Institute will provide such leave, as stipulated below, only when it employs at least fifty employees.**

Any regular full-time or part-time employee who has completed at least one year of continuous service and has worked 1,250 hours within the previous twelve-month period, may request a family/medical leave without pay. As soon as you become aware of the need for a family/medical leave of absence, you should request a leave from your supervisor in writing.

You may request a family/medical leave for the birth or adoption of a child, or the illness of a child, spouse, or parent, or your own serious health condition. If you are requesting family/medical leave due to the illness of a family member, you will be required to provide a physician's statement verifying the beginning and expected ending dates, the need for you to provide care, and the estimated time required.

If you need a family/medical leave of absence for your own serious illness, you must provide a physician's statement verifying the beginning and expected ending dates. Any changes in this information should be promptly reported to your supervisor. Under certain circumstances, pregnancy disability leave may run concurrently with this leave.

Eligible employees are normally granted leave for the period of the disability, up to a maximum of twelve weeks. This leave may be taken on an intermittent basis or all at one time. You may take this leave in increments of one day, however, the total period of all absences related to the family or medical leave shall be considered part of the leave of absence and may not exceed twelve weeks in a twelve-month period. For purposes of this policy, the twelve-month period shall be measured from the date the leave first commences.

Because this is an unpaid leave, you must take any accrued vacation or sick leave as part of the otherwise unpaid approved period of leave. If vacation or sick leave is used, the paid and unpaid portions of the leave will be added together to total twelve weeks. State Disability Insurance (SDI), which is paid for by a required payroll deduction, generally provides partial salary continuation, after a designated waiting period, in the case of a non-work-related disability. Further information is available from the Executive Director.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by Reach Institute for the duration of the leave, but not to exceed twelve work weeks. After that time, you will become responsible for the full costs of these benefits if you wish coverage to continue. When you return from family/medical leave, benefits will again be provided by Reach Institute according to the applicable plans.

Holiday benefits will be suspended and vacation benefits will not continue to accrue during the approved family medical leave period.

15.4 Pregnancy Disability Leave

In compliance with California state law, if you or your spouse is pregnant, you may be granted one week of paid leave, and up to an additional sixteen weeks and three days of unpaid leave of absence for medical disabilities due to pregnancy, childbirth and related medical conditions. The leave may be for up to seventeen weeks plus three days with a doctor's written certificate showing the date(s) of disability and the estimated date of return to work. This leave may be taken intermittently. The total period of all absences related to the same medical condition will be considered part of the same leave and may not exceed seventeen weeks plus three days.

In the case of planned medical leaves, such as those associated with pregnancy, verbal notice should be given as soon as possible. Verbal notice should include the anticipated date the pregnancy disability leave would begin. A written request should be submitted to the Executive Director a minimum of 30 days in advance of the anticipated start of the pregnancy disability leave. The written request should include the date the leave will begin, the anticipated date you will return to work, and that the leave is medically necessary.

If 30 days advance notice is not possible, such as in the case of medical emergencies or a change in circumstances, verbal and written notice must be given as soon as practical.

Pregnancy disability leaves are granted on an unpaid basis but you may use any vacation or sick leave time you have accrued.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by Reach Institute for the duration of the pregnancy disability leave, up to seventeen weeks plus three days with a doctor's written certificate showing the date(s) of disability. After that time, you will become responsible for the full costs of these benefits if you wish coverage to continue. When you return from family/medical leave, benefits will again be provided by Reach Institute according to the applicable plans.

Holiday benefits will be suspended and vacation benefits will not continue to accrue during the unpaid leave period.

A pregnancy disability leave begins on the first day your doctor certifies that you are unable to work and ends when your doctor certifies that you are able to return to work or after a total of seventeen weeks plus three days of leave, whichever occurs first. Upon returning from a pregnancy disability leave, you must present a doctor's certificate showing fitness to return to work.

When you return from a pregnancy disability leave, you will be offered the same position held at the time of leaving, unless the job no longer exists, or you are not capable of performing the job responsibilities. If your former position is not available, a substantially similar position will be offered unless there is no substantially similar

position available, or you are not capable of performing the job responsibilities. Nursing mothers will be accommodated to the best of Reach's ability.

15.5 Pregnancy Disability Job Transfer

If you are pregnant, you may request a transfer when your health care provider certifies that a transfer is medically advisable. Such transfers will be made provided they can be reasonably accommodated. As part of such a transfer, Reach Institute is not required to create additional employment, discharge or transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job.

Where your health care provider certifies that it is medically advisable for you to take intermittent leave or to work a reduced schedule, Reach Institute may require you to temporarily transfer to an alternate position. The transfer will be for the period of time the intermittent leave or reduced work schedule is medically advised. The alternate position will have equivalent pay and benefits, and will accommodate the pregnancy disability leave.

In the case of planned intermittent leaves or reduced work schedules, verbal notice should be given as soon as possible prior to the anticipated need for such a change so Reach Institute can begin planning. The verbal notice should include the anticipated date the intermittent leave or reduced work schedule will begin. A written request should be submitted to the Executive Director a minimum of 30 days in advance of the anticipated start of the intermittent leave or reduced work schedule. The request should include the date the change will begin, the anticipated date you will return to work, and that the change is medically necessary.

If 30 days advance notice is not possible, such as in the case of medical emergencies or a change in circumstances, verbal and written notice must be given as soon as practical. At the conclusion of your medical need for intermittent leave or a reduced work schedule, you will be promptly returned to your regular position.

15.6 Paid Family Leave

The State of California provides wage replacement insurance for employees that have a wage loss due to a statutory or approved leave of absence. Paid Family Leave Insurance ("PFL") does not provide any independent right to a leave of absence. Thus, only employees that are entitled to another statutory leave or are approved for leave by the Organization and suffer a wage loss are eligible for PFL benefits. Eligible California employees may file a claim and apply for up to six (6) weeks of PFL benefits with the Employment Development Department ("EDD") within any 12-month period for the following reasons:

- To care for a seriously ill child, spouse, parent, domestic partner, or

- To bond with a new child, or
- To bond with a new child in connection with adoption or foster care placement.

If you think you may qualify for paid family leave, please contact the Organization's Human Resources Department to apply for benefits. Or if you seek additional information, it is available on the EDD's website (www.edd.ca.gov).

15.7 Jury Duty

Reach Institute recognizes you may need to fulfill your civic responsibilities by serving jury duty when required. Regular full-time employees may receive up to two days of paid jury duty leave over any one-year period. Regular part-time employees will be provided unpaid time off for jury duty leave.

Regular full-time exempt employees will be paid according to their regular salary. If you are required to serve jury duty beyond the period of paid jury duty leave, you may use any available vacation or may request an unpaid jury duty leave of absence.

You must show the jury duty summons to your supervisor and the Associate Director as soon as possible so arrangements may be made to accommodate your absence. Of course, you are expected to report for work whenever the court schedule permits.

15.8 Bereavement Leave

Upon notifying your supervisor, you may take time off because of the death of an immediate family member. Reach Institute defines "immediate family" as your current spouse, domestic partner, parent, child, sibling, current in-law, grandparent, grandchild, or any relative who lived in the employee's household.

Up to three days of paid bereavement leave will be provided. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, or bonuses.

Approval of bereavement leave will occur in the absence of unusual operating requirements. Any employee may, with the supervisor's approval, use available paid leave for additional time off as necessary.

15.9 Military Leave

A military leave of absence is provided to eligible employees. Generally, a military leave of absence is unpaid, although employees may utilize available PTO to provide continued compensation during the leave. If you participate in annual military training, you may apply any available PTO to the leave if you wish; however, you are not obligated to do so. When the need for military leave is foreseeable, you must notify your supervisor as far in advance as possible so arrangements can be made to cover your duties. If you have

written authorization from your military branch for your leave, you should provide it when you request leave.

An employee on federal military leave whose service period is 30 days or less may continue his/her health insurance benefits, and will only be required to pay his or her normal share of the premium. If an employee is required to serve for longer than 30 days, the employee may elect to continue their health insurance benefits for a period of twenty four (24) months after the absence begins or the time of the service, whichever is shorter. In the event of such longer service, the employee will be required to pay for the entire employer premium. Upon completion of duties, you will be reinstated into your former position or into another position of equal pay and status, consistent with applicable laws. The length of time you have to report to work after your military leave ends will depend on the type of leave you have taken. Please contact the Executive Director as soon as you identify the need to use this benefit for additional information regarding military leaves, including information regarding your job reinstatement rights.

Reach Institute also offers employees who are spouses and domestic partners of actively deployed members of the National Guard or Reserves up to ten (10) days of unpaid leave while their spouse or domestic partner is on home leave from military deployment during a period of military conflict. This leave may also be provided to employees who are spouses and domestic partners of actively deployed members of the Armed Forces who have been deployed during a period of military conflict to an area designated as a combat theater or combat zone. In order to further qualify for this leave, the employee must meet the following requirements: (1) work for the employer for an average of 20 or more hours per week; (2) notify his/her supervisor his/her intention to take the leave within two (2) days of receiving notice that his/her spouse or domestic partner will be on leave from deployment; and (3) submit written documentation to the Executive Director certifying that his/her spouse or domestic partner will be on leave from deployment during the employee's requested leave. Additional information on areas designated as a combat theater or combat zone can be located at www.whitehouse.gov/news/orders.

15.10 Alcohol and Drug Rehabilitation Leave

Reach Institute wishes to assist employees who recognize that they have a problem with alcohol or drugs that may interfere with their ability to perform their job in a satisfactory manner. Employees who have a problem with alcohol or drugs and who decide to enroll voluntarily in a rehabilitation program will be given unpaid time off to participate in the program unless it would result in an undue hardship to provide the time off.

The employee may use any accrued vacation or sick leave while on rehabilitation leave. However, additional vacation benefits will not be earned during the leave of absence. The leave will be subject to the same provisions and rules as apply to medical leaves.

Section 16 Employee Conduct

16.1 Standards of Conduct

To assure orderly operations and provide the best possible work environment, Reach Institute expects you to follow rules of conduct that will protect the interests and safety of all employees and the organization.

16.2 Workplace Violence

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

A threat includes, but is not limited to, any indication of intent to harm a person or damage Reach Institute property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally. It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Each employee is expected and encouraged to report to a supervisor or the Executive Director all actual or perceived threatening and/or violent incidents. Reach Institute is committed to thoroughly investigating all reports of workplace violence and will take immediate, appropriate action commensurate with the offense. Depending on the circumstance, Reach Institute may choose to place an individual on leave, in accordance with CA law, while it investigates the complaints. Anyone with questions about the application of this policy should contact his/her supervisor and/or the Executive Director.

16.3 Other Prohibited Conduct

While it is not possible to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of infractions of rules of conduct that will result in disciplinary action, up to and including immediate termination of employment, and legal prosecution, as appropriate:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping or other company records
- Sexual or other harassment
- Unsatisfactory performance or conduct
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Fraud or dishonesty

- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Unauthorized disclosure of confidential information
- Violation of personnel policies
- Vandalism of private or company property, spoiling work or wasting materials
- Smoking in prohibited areas

Employment with Reach Institute is at the mutual consent of Reach Institute and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

16.4 Drugs and Alcohol

Reach Institute is strongly committed to maintaining a workplace free from the effects of alcohol and drugs. We expect all employees to report for work free from these effects and to be able to fully perform their job duties.

While on Reach Institute premises and while conducting business-related activities off Reach Institute premises, you may not use alcohol, possess, distribute, sell, or be under the influence of alcohol. You may not engage in the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment. Such violations may also have legal consequences.

The legal use of prescribed drugs is permitted on the job only if it does not impair your ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

If you are taking prescribed drugs which may affect your attentiveness, cause drowsiness, or otherwise impair your abilities please notify your supervisor of this fact so modifications to job duties can be made if appropriate.

If you have a drug or alcohol problem that has not resulted in, and is not the immediate subject of disciplinary action, you may request approval to take unpaid time off to participate in a rehabilitation or treatment program. Leave may be granted if you agree to abstain from use of the problem substance, you abide by all Reach Institute policies, rules, and prohibitions relating to conduct in the workplace, and if granting the leave will not cause Reach Institute any undue hardship.

If you have questions on this policy or issues related to drug or alcohol use in the workplace you may discuss them with the Associate Director without fear of reprisal.

16.5 Prohibition of Harassment

Reach Institute is committed to providing a workplace that is free of unlawful discrimination. In keeping with this commitment, Reach Institute maintains a strict policy against unlawful harassment of any form including, sexual harassment and harassment based on race, ancestry, color, national origin, religion, marital status, sexual orientation, disability, age or any other characteristic protected by applicable state or federal law. This policy applies to all Reach Institute employees, including supervisory and non-supervisory employees. Moreover, this policy prohibits unlawful harassment in any form, including verbal, written, physical, and visual harassment. Retaliation of any kind against individuals who file valid complaints or who assist in an employer investigation is also prohibited. All such unlawful harassment will not be tolerated. Employees who violate this policy are subject to discipline up to and including the possibility of immediate termination of employment.

16.6 Sexual Harassment

Sexual harassment is defined as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: (1) submission to the conduct is made an explicit or implicit term or condition of employment; or (2) submission to or rejection of the conduct is used as basis for employment decisions affecting the individual; or (3) the conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

This definition includes many forms of offensive behavior. The following is a partial list:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct such as leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, or posters;
- Verbal conduct such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, unwanted sexual advances or propositions, invitations or comments about any employee's body or dress;
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual,
- Letters, notes, electronic mail, instant messaging, Internet usage or other forms of correspondence or media containing sexually explicit, pornographic, or sexually-suggestive subject matter; and,
- Physical conduct such as touching, assault, or impeding or blocking movements.

- It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job also is unlawful when it involves vendors, contractors, or any other person with access to Reach Institute premises.

16.7 Other Forms of Harassment

Harassment or discrimination on the basis of race, ancestry, color, national origin, religion, marital status, sexual orientation, disability, age or any other characteristic protected by applicable state or federal law also is prohibited. Prohibited conduct includes many forms of offensive behavior. The following is a partial list:

Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures; Verbal conduct such as threats, epithets, derogatory comments, or slurs; Physical conduct such as assault, unwanted touching, or blocking normal movement; and, Letters, notes, electronic mail, instant messaging, Internet usage or other forms of correspondence or media containing threats, epithets, or derogatory subject matter.

16.8 Sexual or Other Harassment Complaint Process

Any incident of sexual or other harassment should promptly be reported to your supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact the Executive Director. Reach Institute assures that full cooperation will be provided to any individual filing a complaint with no threat of penalty or reprisal to the complainant. The Executive Director will advise the complainant of the necessary steps in the complaint process.

Any supervisor who becomes aware of possible sexual or other harassment should promptly advise the Executive Director, who will conduct an investigation and handle the matter in a timely and confidential manner. Upon completion of the investigation, the complaining employee will be privately advised of management's findings and the manner in which we intend to resolve the problem. The complaining employee's input regarding remedial action will be given due consideration.

Reach Institute recognizes that the question of whether a particular action or incident is a purely personal, social matter without a discriminatory employment effect requires a factual determination based on all of the circumstances. We also recognize that false accusations of sexual harassment can have serious effects on innocent women and men. Intentionally false allegations may, therefore, result in disciplinary action, up to and including termination.

Anyone engaging in sexual or other harassment will be subject to disciplinary action, up to and including termination of employment.

16.8.1 Informal Inquiry

Individuals are encouraged to make an informal report to their immediate supervisor or other member of the leadership team as soon as possible following the date of occurrence of the event, giving rise to the complaint communication. The staff member contacted will report the incident to the Executive Director for purposes of documentation and advice regarding the necessary steps of the complaint process. Every effort should be made to resolve the conflict at this time.

16.8.2 Formal Complaint Process

The Executive Director should be contacted immediately following the event giving rise to an alleged sexual or other harassment complaint or at the time the complainant becomes aware of such an event or situation. If a resolution has not been reached or is not possible through the informal process, the following steps may be taken.

Step One

Reach Institute requires that aggrieved persons who believe they have been the subject of sexual harassment, other prohibited harassment because of sex, race, age, creed, color, national origin, religion, sexual orientation, marital status or disability submit a written complaint to the Executive Director within thirty (30) calendar days of the occurrence of the event or situation. The written complaint should contain the date of the occurrence, location, party or parties involved, names of witnesses, the facts and/or rationale of the complaint and the category (age, sex, disability, etc.).

Step Two

The Executive Director will conduct an investigation based upon the complaint. The investigation will be conducted per the following process:

Meet with the person against whom the complaint is made and provide them with complete information of the complaint. The alleged perpetrator will have the opportunity to respond to the complaint at that time or may respond within the next five (5) days. After the response has been made, the Executive Director or his/her designee will conduct the investigation through interviews with others who may have witnessed the incident or been in the vicinity where the alleged behavior occurred. The Executive Director will provide a written summary/report to the complainant and alleged perpetrator within thirty (30) calendar days of receipt of the complaint. The summary will include a thorough and documented review of the circumstances under which the alleged discrimination or harassment occurred.

Step Three

The Executive Director will make recommendations for resolution of the complaint. If a satisfactory resolution can be arrived at, the terms of the resolution will be documented in writing and made part of the complaint file. In the event the complaint is found to be valid and involves an individual's behavior, that person will receive appropriate counseling or disciplinary action, ranging from reprimand to dismissal.

Step Four

All aggrieved persons are encouraged to process complaints of alleged discrimination or harassment through the internal procedures established for this purpose. However, the complainant may seek remedy at any time from the Federal Equal Employment Opportunity Commission or other appropriate agencies. The complaint must be filed within 180 days of the alleged discrimination. The complainant may withdraw the complaint at any time and resolution may be reached at any step of the process.

16.9 Employee Complaint Procedure (other than sexual or other harassment)

Employees who have any questions or problems are encouraged to bring them to the attention of their immediate supervisor. If an employee is unable to resolve these questions problems after this discussion, he or she may contact the Executive Director or Associate Director to discuss the questions or problems further. The Executive Director or Associate Director will attempt to investigate the employee's concerns and provide the employee with a response as soon as reasonably possible.

An effort will be made to provide employees an opportunity to raise their questions or problems in confidence and without fear of reprisal or discrimination. Reach Institute will make every effort to investigate and settle an employee's problem on a fair and equitable basis.

16.10 Progressive Discipline

Any violation of Reach Institute policies or improper behavior or conduct may warrant disciplinary action. Although the employment relationship may be terminated without following any formal system of discipline or warnings, Reach Institute may exercise its discretion to use a progressive discipline procedure to ensure a fair method of disciplining employees. When followed, the progressive discipline system is intended to give employees advance notice, whenever possible, of problems with their conduct or performance in order to provide them an opportunity to correct any problems. Normally, progressive discipline involves verbal counseling, and/or one or more written warnings, before an employee is terminated. However, exceptions or deviations from the normal procedure may occur whenever offenses occur or whenever Reach Institute deems that circumstances warrant that one or more steps in the process be skipped.

16.11 Job Abandonment

If you are absent from work for two days and have not contacted your supervisor *directly*, you will be considered to have voluntarily resigned.

16.12 Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image Reach Institute presents to its clients and the community.

During business hours, you are expected to present a clean and neat appearance and to dress according to the requirements of your position. Consult your supervisor if you have questions regarding what constitutes appropriate attire.

16.13 Return of Property

You are responsible for all property, materials, or written information issued to you or in your possession or control. You must return all Reach Institute property immediately upon request or upon termination of employment. Reach Institute may also take all action deemed appropriate to recover or protect its property.

All employees with keys to the office must return the key(s) at the time of separation.

Section 17 Intellectual Property Ownership

17.1 General Intellectual Property Policy

As “works made for hire” are defined under Section 101 of the Copyright Act of 1976, copyrightable works of authorship created by an employee within the scope of his or her employment are owned by the employer. The Reach Institute does not intend for this “works made for hire” doctrine to apply to works of authorship by faculty, staff or students unless extraordinary resources of the Reach Institute are used in creating of the work. “Works of Authorship” are copyrightable works that result from a faculty member’s pursuit of teaching, research and scholarly activities, including the creation of books, articles and other literary works; artistic, musical or dramatic works; or course materials, whether in traditional or electronic form, unless extraordinary resources of the Reach Institute were used in the creation of the work. Faculty members will own the copyright in any Works of Authorship that result from that person’s efforts. With regard to any particular work, the Reach Institute and the creator of the work may mutually agree on an alternative ownership arrangement. In the event a Work of Authorship is the result of more than one individual, the creators are expected to agree among themselves on the fractional ownership of the copyright.

17.2 “Extraordinary resources.”

These may consist of paid released time from regularly assigned duties, other than sabbatical or similar leave; direct investment by the Reach Institute through funds or staff; the Reach Institute’s purchase of special equipment for the project; use of Reach Institute multimedia production personnel and facilities; or extraordinary use of Reach Institute’s computing resources. Ordinary use of incidental supplies, use of a Reach Institute computer in a faculty office, or use of Reach Institute personnel or shared facilities on an occasional basis will not be considered use of extraordinary resources. The Reach Institute will determine whether extraordinary resources have been used on a case-by-case basis. The Executive Director shall have the final decision concerning the Reach Institute’s position in the matter.