

PALOS VERDES PENINSULA EDUCATION FOUNDATION
PAID SICK LEAVE POLICY
January 1, 2024

1. Purpose.

The purpose of this Paid Sick Leave Policy of Palos Verdes Peninsula Education Foundation (the “Company”) is to provide employees with paid time off from work that can be used for such needs as personal or family illness, medical appointments, and for other purposes as allowed by applicable law.

2. Eligibility.

This Paid Sick Leave Policy applies to all Company employees, including full-time, part-time, and temporary employees. Independent contractors are not eligible for paid sick leave benefits.

A. Annual Grant of Paid Sick Leave. On the commencement of employment with the Company, each employee will receive a grant of five (5) days, or forty (40) hours, of paid sick leave.

B. Satisfaction of Introductory Period. To be eligible to use the paid sick leave, Company employees must have satisfactorily completed eighty-nine (89) days of employment with the Company. On the employee’s ninetieth (90th) day of employment, the employee will immediately be able to utilize five (5) days, or forty (40) hours, of paid sick leave.

3. Use of Paid Sick Leave.

Employees may only use up to forty (40) hours of paid sick time in a year. Employees also may only use paid sick time in increments of two (2) or more hours. The Company will not advance employees additional paid sick time beyond the forty (40) hours of paid sick leave each year. Thus, any sick time taken in excess of the amount of the employee’s paid sick leave balance will be unpaid, unless otherwise authorized in writing by the Executive Director. The Company reserves the right to require an employee to exhaust the employee’s paid sick leave balance prior to commencing an unpaid leave of absence.

4. Purpose of Paid Sick Leave.

An employee may use sick time when the employee is sick or ill or to seek treatment with a health care provider. In addition, an employee may use paid sick time for any purpose allowed by the California Healthy Workplaces, Healthy Families Act, including for the following purposes: (1) the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee, a designated person¹, a family member², or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, or (2) for an employee who is a victim of domestic violence, sexual assault, or stalking, to take time off (i) to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of the employee or the employee’s child, such as a temporary restraining order, restraining order or other injunctive relief, (ii) to seek medical attention, obtain services from a shelter, program or rape crisis center, (iii) to obtain psychological counseling, (iv) to participate in safety planning, or (v) to take other actions to increase safety from future incidents. The Company will provide paid sick leave, if the employee has it available, for any of the foregoing purposes, and any purpose set forth by state and local laws.

¹ *Definition of “Designated Person.”* For purposes of this policy, the term “designated person” means a person identified by the employee at the time the employee requests paid sick days who does not need to be related by blood to the employee, and their association need not be the equivalent of a family relationship. Employees are limited to one designated person per twelve (12) month period.

² *Definition of “Family Member.”* For purposes of this policy, the term “family member” means: (a) a child (including a biological, adopted, or foster child, stepchild, legal ward, or child to whom the employee stands in loco parentis), (b) biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, (c) a spouse, (d) a registered domestic partner, (e) a grandparent, (f) a grandchild, or (g) a sibling.

5. Tracking Paid Sick Leave.

The Company will provide each employee with the employee's current paid sick leave balance on the employee's wage statements. Employees are responsible for verifying the accuracy of their paid sick leave balances. The Company may also review each employee's paid sick leave balance to confirm its accuracy and make necessary corrections at any time. Any employee who believes that their paid sick leave balance may be inaccurate for any reason should immediately notify the Executive Director. If an employee does not notify the Company of an alleged inaccuracy in the employee's paid sick leave balance by the end of the following pay period, the Company will assume that the employee has verified the accuracy of their paid sick leave balance for the previous pay period. Employees are also encouraged to track and record their use of paid sick leave time and their applicable paid sick leave balance.

6. Notice.

If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notice to the Company of the need for a leave. If the need is unforeseeable, the employee must provide notice to the Company of the need for the time off of work as soon as is practicable. Notice should be given to the Executive Director. The employee must submit a written request either prior to, or immediately after, the employee's use of paid sick time. The Company may request that the employee provide reasonable documentation of an absence from work for which paid sick time is or will be used, unless otherwise prohibited by law.

7. Maximum Paid Sick Leave.

Employees will not be granted more than twenty-four (24) hours of paid sick leave in any calendar year. However, any unused paid sick time will carry over from one year to the next, allowing employees to accumulate paid sick leave up to a maximum of twenty-four (24) hours. If, as of January 1 of any year, an employee has insufficient (i.e., under twenty-four (24) hours) paid sick leave in the employee's paid sick leave bank, the employee will receive an additional amount of paid sick leave to bring the employee's paid sick leave balance to three (3) days or twenty-four (24) hours. If, as of January 1 of any year, an employee has paid sick leave equal to or in excess of twenty-four (24) hours in the employee's sick leave bank, the employee will not be entitled to receive any additional paid sick leave for that calendar year.

8. Rate of Pay.

Paid sick leave will be compensated at the same wage as the employee normally earns during regular work hours, in accordance with applicable laws. The rate of pay will usually be based on the employee's regular hourly rate or salary. However, if the employee (a) has different hourly rates, (b) is paid (at least in part) on a piece-rate basis, or (c) is a non-exempt salaried employee, then the employee's regular rate of pay will be calculated by dividing the employee's total wages (not including overtime premium pay) by the employee's total hours worked in the full pay periods of the prior ninety (90) days of employment. Paid sick days will be paid no later than the payday for the next regular payroll period after the sick leave is taken.

9. Separation from Employment.

Paid sick leave is intended to assist employees who miss work due to their own illness or an illness of a qualified family member during their employment. Any accrued paid sick time that is not used prior to the last day of employment is lost at the time of resignation, termination, retirement, layoff, or other separation from employment. If an employee is rehired within one (1) year of the date of separation, any lost paid sick time will be reinstated and available for the employee to use as though the employee were a continuing employee. If, on the date of separation, an employee has used paid sick leave benefits which the employee has not yet been granted (i.e., the employee has a negative paid sick leave balance), the paid sick leave taken by the employee in excess of their paid sick leave balance shall be owed to the Company, and employee expressly authorizes the Company to deduct this amount from the employee's final paycheck.

10. Discipline.

Any violation of this policy by an employee may result in disciplinary action up to and including termination of employment with the Company. However, the Company strictly prohibits retaliation against any employee for requesting or using available paid sick time.