

# PERSONNEL POLICY HANDBOOK



**THE  
ACCELERATED  
SCHOOL**

116 East Martin Luther King, Jr. Boulevard  
Los Angeles, California 90011

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## MESSAGE FROM THE CHIEF EXECUTIVE OFFICER

Dear TAS Community,

I am honored and humbled to lead a community of extraordinary teachers and staff. Their hard work and partnership are the backbone to our tradition of excellence at The Accelerated Schools.

Since our founding, The Accelerated Schools have embraced a commitment to academic excellence and well-being and a guiding belief that all students can excel when supported in a school environment that sets high expectations. Our three (3) founding principles are: building on strengths, empowerment coupled with responsibility, and unity of purpose.

Our overarching goal is to instill from an early age the important academic and character strengths that will help our students succeed in college, career, and life. More than 90 percent of our seniors get accepted into college every year — a credit to our small class sizes, quality teachers, and high standards of academic excellence.

Above all, we believe that as educators, we each have the power to make a positive impact on the lives of our students, families, and our community at large. It is up to us to use this influence to remove barriers, encourage students to aim high, and give them access to the skills and competencies that will prepare them to be competitive in the global 21st century economy.

I look forward to collaborating with our entire school community to achieve what we collectively want for students – success beyond their years here at TAS Schools.

Warmly,

Grace Lee-Chang  
CEO  
The Accelerated Schools

## **I. TAS MISSION/VISION**

For more than 25 years, The Accelerated Schools (“TAS” or the “School”) have embraced a commitment to academic excellence and achievement guided by the belief that all students can excel when nurtured in a school environment that combines high expectations for students, and active involvement from parents and the community.

TAS prepares students with the foundational knowledge, tools and skills needed to be productive, engaged citizens and lifelong learners. Our goal is to instill from an early age the important academic and character strengths that will help them succeed in college, career and life.

We believe TAS enriches the lives of students and their families through a mix of academic, cultural, and community-focused programming and has been instrumental in transforming the South Los Angeles community.

## **II. DESCRIPTION OF HANDBOOK**

TAS has prepared this handbook to provide employees with an overview of the organization’s policies, benefits, and procedures. It is intended to familiarize employees with important information about the organization, as well as information regarding their own rights and responsibilities. It is important that all employees regularly read, understand, and follow the provisions of the handbook as it may be amended from time to time by TAS. This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. The Principal or the Human Resource Department will be happy to answer any questions.

Please note that written employment contracts between TAS/UTLA and TAS/SEIU may supersede some provisions of this handbook. Any conflicting provisions of the TAS/UTLA and TAS/SEIU Collective Bargaining Agreement supersede these policies.

We expect each employee to read this handbook carefully, as it is a valuable reference for understanding terms of employment with TAS.

Except for the policy of at-will employment, which can only be changed by the CEO in writing, TAS reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document. All such revisions, deletions, or additions must be in writing and must be signed by the CEO of TAS. No oral statements or representations can in any way alter the provisions of this handbook.

None of TAS’ personnel documents and benefit plans, including this employee handbook, constitutes, or is intended to constitute, an expressed or implied contract guaranteeing continued employment for any employee. No supervisor has any authority to enter into a contract of employment--expressed or implied--which changes or alters the at-will employment

relationship. All contracts will be reviewed on an annual basis by the Principal/Supervisor and the CEO.

### All TAS Employees

This employee handbook is the property of TAS. All rights are reserved. No part of this employee handbook may be reproduced in any form or by any electronic or mechanical means, including information storage and retrieval systems, without permission in writing from the CEO.

Not all TAS policies and procedures are set forth in this employee handbook. We have summarized only some of the more important ones. If employees have any questions or concerns about the policies in this handbook or any other policy or procedure, they should direct them to the Principal, or the Human Resource Department.

### **III. FOREIGN LANGUAGES**

TAS wants all employees to understand and comply with the policies in this handbook. If employees have a problem understanding the handbook because of an inability to read or understand English, they should let their supervisor or the Human Resources Department know. TAS can provide assistance to understand the information included in this document. If an employee fails to request assistance, TAS will assume that the employee fully understands the handbook.

TAS quiere que todos sus empleados entiendan y cumplan con las pólizas de este manual. Si usted tiene dificultad entendiendo este manual ya sea por su inhabilidad de leer o entender el idioma inglés, por favor infórmele a su supervisor o al Departamento de Recursos Humanos. Nosotros le podemos ayudar a entender la información en este documento. Si usted falla en pedir ayuda, nosotros asumiremos que usted entiende en su totalidad el contenido de este manual.

### **IV. EMPLOYMENT RELATIONSHIP**

TAS anticipates that every employee will find the employment relationship satisfying and rewarding in all respects. At the same time, it recognizes that relationships are not always mutually satisfactory. The employment relationship between TAS and teachers in the bargaining unit is governed by the terms of individual teacher contracts and the TAS/UTLA Collective Bargaining Agreement.

### All TAS Employees Who Are Not Members of the Certificated Bargaining Unit

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered "at-will" employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

## **V. EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

The TAS is an equal employment opportunity employer and makes employment decisions on the basis of merit. TAS policy prohibits unlawful discrimination or harassment based on:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy,, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver’s license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking a leave of absence pursuant to Family Medical Leave Act (“FMLA”), Pregnancy Disability Leave (“PDL”) law, Americans with Disabilities Act (“ADA”), California Family Rights Act (“CFRA”), the Fair Employment and Housing Act (“FEHA”), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military or veteran status;

- Any other consideration made unlawful by federal, state or local laws.

It also prohibits unlawful discrimination based on the perception that anyone has any of the aforementioned characteristics, or is associated with a person who has or is perceived as having any of the aforementioned characteristics. All such discrimination or harassment is unlawful. TAS employees are prohibited from engaging in such conduct.

Harassment consists of unwelcomed verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance, or creates an intimidating, hostile, or offensive work environment.

TAS is committed to complying with all applicable laws providing equal employment opportunities and prohibits unlawful discrimination by an employee of TAS, including supervisors and coworkers. Employees are required to report every instance of unlawful discrimination to their supervisor or the principal. Retaliation for filing a complaint on participating in the complaint process is prohibited. Any supervisor or employee who retaliates against the complainant or those involved in the investigation will be disciplined, up to and including dismissal. Employees who have engaged in prohibited discrimination will be subject to appropriate disciplinary action, up to and including dismissal.

TAS will attempt to reasonably accommodate any qualified individual with a known physical or mental disability, unless doing so would create an undue hardship on the school. As part of its commitment to make reasonable accommodations, TAS participates in a timely, good faith, interactive process with disabled applicants or employees. Applicants and employees are invited to identify any functional limitations and participate in an interactive process to assist them in performing the essential functions of the position. The purpose of this process is to first identify the applicant's or employee's functional limitations, and then to determine effective reasonable accommodations, if any, that can be made in response to a request for accommodations. Applicants and employees requesting reasonable accommodations should contact the Human Resources Department as soon as possible to request the opportunity to participate in a timely interactive process.

Complaint of unlawful discrimination should be submitted in writing to the Principal or Human Resource Department. Complaints should be specific and include the names of the individuals involved and the names of any witnesses. TAS will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

If TAS determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. TAS will not retaliate against employees for filing a complaint and will not knowingly permit retaliation by management employees or coworkers.

## **VI. COMMENCING EMPLOYMENT**

### **A. BACKGROUND CHECKS**

TAS recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, and nonviolent, who do not present a risk of harm to students, coworkers or others. TAS will perform applicant background checks and employee investigations as required by Education Code section 47605 [b][F], which states that “each employee of the school will furnish the school with a criminal record summary”.

As required by California and federal law, all employees and volunteers must have Live Scan fingerprint clearance on file with TAS **PRIOR** to the first day of work. Live Scan fingerprint clearance will be required of all job applicants, employees, and volunteers as required by California and federal law. Background checks may also be required of employees whose job duties involve the handling of money, valuables or confidential information, or as otherwise deemed prudent by the school. These background checks are performed through a fingerprinting service coordinated by the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). Any information obtained by TAS may be taken into consideration in evaluating suitability for employment, promotion, reassignment, or retention as an employee.

No condition or activity will be permitted that may compromise the School’s commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or conviction to the Principal.

For additional information on fingerprinting please contact the Human Resources Department.

### **B. TUBERCULOSIS TESTING**

All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the

office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

### C. IMMIGRATION COMPLIANCE

TAS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, TAS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

### D. EMPLOYMENT STATUS

(Applies to employees who are not members of the Certificated Bargaining Unit)

Employees at TAS are classified as full-time nonexempt, part-time nonexempt, temporary, exempt, or substitute.

#### **i. Full-Time Employees**

Full-time employees are defined as those employees who are scheduled for and do work 36 hours or more consistently per work week. A work week is seven consecutive 24-hour periods, beginning on Sunday at 12:00 a.m. and ending on Saturday at 11:59:59 p.m.

All full-time employees will become eligible for medical benefits the first of the month following one month of employment. Full-time employees may work only during the academic year or during the calendar year.

#### **ii. Part-Time Employees**

Part-time employees are defined as those employees who are scheduled to and do work fewer

than 36 hours per work week. A work week consists of seven consecutive 24-hour periods, beginning on Sunday at 12:00 a.m. and ending on Saturday at 11:59:59 p.m. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees may work only during the academic year or during the calendar year. Part-time employees working 30 or more hours per week will become eligible for medical benefits the first of the month following one month of employment.

### **iii. Temporary Employees**

Temporary employees are those who are employed for short-term assignments. Short-term assignments will generally be periods of 180 days or fewer. Temporary employees are not eligible for benefits, except as required by applicable law, and may be classified as exempt or non-exempt, depending on the basis of job duties and compensation. Temporary employees working 30 or more days will be provided 48 hours of paid sick leave per year.

### **iv. Exempt Employees**

Exempt employees are those whose job assignments meet the California requirements for overtime exemption. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. Generally, certificated, confidential, administrative, computer, and professional employees are considered exempt. A supervisor will inform employees if their status is exempt. Exempt employees may work only during the academic year or during the calendar year.

Those employees working less than 100% of a full time schedule will receive all applicable benefits at a prorated amount proportionate to their primary work schedule. Exempt employees will become eligible for medical benefits the first of the month following one month of employment.

### **v. Substitute Employees**

Substitute employees are considered "on call" and therefore positions do not exist for substitute employees. Persons employed to work "on call" for a standard work day or a short period of time as a replacement for an employee's absence or on an approved short-term or long-term leave will be classified as a substitute employee. Substitute employees are not eligible for benefits, except as required by applicable law. Substitute employees working 30 or more days will be provided 48 hours of paid sick leave per year. Substitute employees may only work during the academic year or during the calendar year.

## **VII. PAYROLL**

### **A. WORKING HOURS & SCHEDULE**

TAS hours of school operation are 7:00 a.m. to 4:00 p.m. Monday through Friday. All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin

and end work according to the schedule. Classified and all other staff members will be assigned a work schedule during the hours of school operation. Please note, schedules may vary depending on whether an employee works during the academic year or a full calendar year. A supervisor will assign individual work schedules. In order to accommodate the needs of our organization, it may be necessary to change individual work schedules on either a short-term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, prepared to assume their responsibilities.

If an employee needs to modify their schedule, he or she must request the change with their supervisor or principal in a timely manner. All schedule changes or modifications must be approved by a supervisor or Principal. It is not acceptable to modify a work schedule without prior approval. For example, if an employee arrives fifteen (15) minutes late to work and continues working fifteen (15) minutes beyond the scheduled time to make up the tardy without obtaining approval from a supervisor first or vice versa, the employee is violating this policy. Such unapproved changes in schedules will be subject to disciplinary action up to and including termination of employment.

#### B. MEAL AND REST PERIODS

Non-exempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5th hour of work. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and TAS mutually consent to the waiver in writing.

Non-exempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Employees who are not members of the certificated bargaining unit are expected to observe their assigned working hours and the time allowed for meal and rest periods. Employees are not allowed to leave the premises during their rest period and are not allowed to take more than 10 minutes for each rest period. Please note that breaks may not be combined nor taken at the end of the working day. Violation of this policy is subject to disciplinary action up to and including termination of employment.

#### C. LACTATION ACCOMMODATION

TAS accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break

time provided to express breast milk that does not run concurrently with break time already provided to the non-exempt employee shall be unpaid.

TAS will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such a room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

#### D. ATTENDANCE AND TARDINESS

All employees are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning.

If it is necessary to be absent or late, employees are expected to contact the Principal as soon as possible but no later than one-half (1/2) hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep the Principal sufficiently informed of the situation.

All requests for time-off need to be submitted through Paycom. These requests are reviewed by direct supervisors and approval is required.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Principal will be considered a voluntary resignation from employment.

#### E. CALL BACK TIME

An off-duty classified employee who is directed by TAS to report to work outside of his/her assigned hours shall be paid for such additional hours the greater of: his/her regular pay for two hours OR pay for the amount of time required for the employee to travel to the workplace, complete the task, and return home. Call back pay shall not apply to temporary additional duties assigned immediately preceding or following the regular work day

If the required additional duty, when combined with the employee's regular TAS responsibilities, exceeds 8 hours per day or 40 hours per week, overtime pay shall apply to the excess over 8 hours or 40 hours.

#### F. TIMEKEEPING PROCEDURES

Hourly and daily employees who are not members of the certificated bargaining unit are required to punch in using Paycom. Employees are expected to punch in when they report to

work at the beginning of every shift and punch out promptly at the end of their shift, unless overtime work has been pre-approved by their supervisor in advance. The beginning and end of each meal period must also be recorded. Altering, falsifying, and tampering with time records, or recording time on another employee's time record is prohibited and subject to disciplinary action, up to and including termination of employment.

Non-exempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging in.

All employees are required to record their absences through Paycom such as leave of absences, sick and/or personal time off. Prior approval for extended absences and leaves may be required from the employee's supervisor and/or Principal.

It is each employee's responsibility to review the hours on their pay stub to certify the accuracy of all time recorded. Any errors in a timecard should be reported immediately to the employee's supervisor, who will attempt to immediately correct legitimate errors.

#### G. OVERTIME

(Applies to all nonexempt employees, including those who are not members of the Certificated Bargaining Unit)

When school needs cannot be met during regular working hours, employees may be required to work overtime. All overtime work must be authorized in advance by their supervisor. Working overtime without prior authorization may result in disciplinary action up to and including termination. Non-exempt employees will be paid time and one-half compensation for all hours worked in excess of eight (8) hours in a workday or over forty (40) hours in one workweek. Non-exempt employees will be paid double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek. Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

#### H. PAYMENT OF WAGES

Paydays are scheduled on the 15<sup>th</sup> and last day of the month for all employees. If a regular payday falls on a weekend or holiday, employees will be paid on the working day prior to the weekend or holiday.

Paychecks are normally available by 1:00 p.m. on a payday. If there is an error in the check, the employee must report it immediately to the Payroll Department. No one other than the employee to whom the paycheck is written will be allowed to pick up a paycheck unless written authorization by the employee, whose name appears on the check, has been given.

## I. SALARY PAY POLICY

Exempt employees will be paid a salary in accordance with applicable law. Although exempt employees are generally entitled to their salary for any work week in which work is performed, deductions can and will be made when permitted by law. For example, an exempt employee's salary may be reduced for complete days of absence for personal reasons and incomplete initial or final weeks of work. There may also be other occasions when an exempt employee's salary may be reduced. An employee may contact his/her supervisor or the Chief Human Resources Officer for more information.

## J. WAGE ATTACHMENTS AND GARNISHMENTS

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Principal will discuss the situation with the employee.

## K. GIFT GIVING POLICY

The purpose of the Gift Acceptance Policy is to delineate policies and guidelines governing the acceptance of gifts by TAS and to provide guidance to prospective donors when making gifts to the organization.

Although we appreciate any donor who is interested in donating a gift to our organization, TAS will not engage in any of the following gift receiving practices:

- Accepting gifts that violate federal or municipal laws
- Accepting gifts that require TAS to provide special consideration or treatment to any vendor, donor, entity etc.
- Accepting gifts that require TAS to deviate from its normal hiring, promotion or contracting procedures
- Accepting gifts in any cash amount without first being approved by the Chief Executive Officer
- Accepting contributions in the form of property, patents, licenses, trusts, bequests, retirement plans, life insurance and securities
- Accepting gifts from organizations whose core activities may be in direct conflict with the mission of **TAS** or which may limit our ability to provide our services

When appropriate, the Chief Executive Officer will consult with the Board of Directors regarding gifts prior to acceptance. With that said, TAS respectfully reserves the right to refuse any gift it believes is not in the best interest of the organization. Additionally, TAS employees may not

accept any gifts on TAS behalf without the prior consent of the Chief Executive Officer. Under no circumstances shall a TAS employee accept monetary gifts consisting of but not limited to gift certificates, coupons, entertainment tickets etc. from prospective vendors. The only gifts acceptable to receive without the prior consent of the Chief Executive Officer are those marginal, peripheral gifts including small food baskets or edible treats (i.e. fruit baskets, candies, pastries, etc.).

## **VIII. PERSONNEL**

### **A. PERSONNEL RECORDS**

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Principal advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. TAS will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Principal. Only the Principal or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

Any request for information contained in the personnel files must be directed to the Vice President of Human Resources. Only the Principal, the CEO or the Director of Human Resources is authorized to release information about current or former employees.

TAS is required by law to keep current all employees' names and addresses. Employees are responsible for notifying TAS in the event of a name or address change.

### **B. EMPLOYEE REFERENCES**

It is the policy of TAS not to provide any job references for current or former employees. All employment verification requests must be directed to the Principal or the Human Resources Department. No other employee is authorized to release information for current or former

employees. An employee who receives a request for any information concerning a past or present employee or a volunteer should refer the person making the request to the Human Resource Department without engaging in any “on” or “off the record” conversation about the individual. By policy, TAS discloses only the dates of employment, and the title of the last position held by former employees. If the employee authorizes the disclosure in writing, TAS will also inform prospective employers of the amount of salary or wage last earned.

*Strict observance of this policy is required.* Any violation of this policy may result in disciplinary action up to and including possible termination.

#### C. CONFLICT OF INTEREST

All employees must avoid situations involving actual or potential conflicts of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Principal, or the Board of Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

#### D. EMPLOYMENT OF RELATIVES

Relatives of employees may be eligible for employment with TAS only if individuals involved do not work in a direct supervisory relationship, or in job positions in which a conflict of interest could arise. TAS defines “relatives” as spouses, children, siblings, parents, in-laws, cousins and step relatives. Present employees who marry will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving a conflict of interest.

#### E. POLICY PROHIBITING UNLAWFUL HARASSMENT, DISCRIMINATION, AND RETALIATION

TAS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. TAS is determined to provide a safe, positive environment where all employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with the law. TAS’s policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver’s license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability

(including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

TAS does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Principal or designee.

When TAS receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Principal) or the Principal or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. TAS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

#### Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

#### Prohibited Unlawful Sexual Harassment

TAS is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Principal. See Appendix A for the "Harassment/Discrimination/Retaliation Complaint Form." See Appendix B for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
  
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
  - Sexual or discriminatory displays or publications anywhere at the workplace by

employees, such as:

- Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
- Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate TAS policy.

#### F. WHISTLEBLOWER POLICY

TAS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

## G. STANDARDS OF CONDUCT

In order to assure orderly operations and provide the best possible work environment, TAS expects all employees to maintain the highest ethical standards, behave professionally, follow TAS policies and regulations, abide by state and federal laws, and exercise good judgment when interacting with students and other members of the school community. Employees shall engage in conduct that enhances the integrity of The Accelerated Schools, advances the goals of the educational programs, and contributes to a positive school climate. It is the expectation that employees follow TAS' standards of conduct that will protect the interests and safety of personnel. Employees must perform their job duties in a proficient and professional manner.

Conduct rules for bargaining unit members are contained in the TAS Agreement Article 16.

As to all other employees, the following conduct is prohibited and will not be tolerated by TAS. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, other types of conduct that threaten security, personal safety, employee welfare, and the schools operation may also be prohibited. The following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension, or termination of employment.

1. Unexcused and/or repeated tardiness and absenteeism;
2. Falsification of employment records, employment information, or other records;
3. Recording the work time of another employee, allowing any other employee to record your work time, or allowing falsification of any time card, whether your own or another employee's;
4. Theft or the deliberate or careless damage or destruction of any company property, of any TAS property, or the property of any employee or students;
5. Removing or borrowing TAS property without prior authorization;
6. Unauthorized use of TAS equipment, time, materials, or facilities;
7. Provoking a fight or fighting during working hours or on school property;
8. Participating in horseplay or practical jokes on school time or on school premises at any time;
9. Engaging in criminal conduct whether or not related to job performance;
10. Causing, creating, or participating in a disruption of any kind during hours on school property;
11. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive

or threatening language toward any supervisor or member of management.

12. Using abusive language at any time on school premises;
13. Failure to effectively perform job duties;
14. Failing to notify a supervisor when unable to report to work;
15. Failing to obtain permission to leave work for any reason during normal working hours;
16. Failing to observe working schedules, including rest and lunch periods;
17. Failing to provide a physician's certificate when requested or required to do so;
18. Unsatisfactory work performance and/or work attitude;
19. Engaging in rude or discourteous conduct towards others;
20. Failure to abide by set standards for lunch and break periods;
21. Sleeping or malingering;
22. Disclosing of confidential information;
23. Making or accepting non-emergency personal calls or text messaging during instructional time, or when it would interfere with the performance of their job duties;
24. Working overtime without authorization or refusing to work assigned overtime;
25. Wearing, displaying, unprofessional, or inappropriate styles of dress or hair while working;
26. Violating any safety, health, security, or school policy, rule, or procedure;
27. Committing a fraudulent act or breach of trust under any circumstances;
28. Committing or involvement in any act of unlawful harassment of another individual;
29. Possessing, distributing, selling, transferring, or using--or being under the influence of--alcohol or illegal drugs while on duty, while on company property, in the presence of children, or while operating a company owned or leased vehicle;
30. Carrying firearms or any other dangerous weapons, at any time, on premises owned or occupied by TAS;
31. Unprofessional conduct.
32. Failure to possess or maintain the credential/certificate required of the position.

## H. PROFESSIONAL BOUNDARIES: STAFF/STUDENT INTERACTION POLICY

TAS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

### Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

#### A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.'

#### B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

### Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid

situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, “Would I be engaged in this conduct if my family or colleagues were standing next to me?”

For the purposes of this policy, the term “boundaries” is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member’s perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

#### Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

#### Examples of Specific Behaviors

The following examples are not an exhaustive list:

#### Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.

- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

#### Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

#### Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities.

#### Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Principal about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.

- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

#### I. CHILD NEGLECT AND ABUSE REPORTING

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall promptly report the instance to law enforcement.

Child abuse or neglect includes physical injury or death inflicted by other than accidental means upon a child by another person, sexual abuse, neglect, the willful harming or injuring of a child, or the endangering of the person or health of the child, also unlawful corporal punishment. Child abuse or neglect does not include a mutual affray between minors. Child abuse or neglect does not include an injury caused by reasonable and necessary force used by a peace officer acting within the scope and course of his/her employment as a peace officer. School employees are required to report instances of child abuse when the employee has a "reasonable suspicion" that child abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause a reasonable person in a like position to suspect child abuse or neglect.

Mandated reporters in their professional capacities, or within the scope of employment, must report whenever they have knowledge of or observe a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter must make an initial report by telephone to the agency immediately or as soon as practicably possible, and must prepare and send a written follow-up within 36 hours of receiving information concerning the incident.

In the case of suspected child abuse, "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a similar position, drawing on his or her training and experience, to suspect child abuse or neglect. Reasonable suspicion does not require certainty of the occurrence of child abuse or a specific medical indication of child abuse.

Child abuse must be reported immediately by phone to the Los Angeles Police Department (911) or the Los Angeles County Department of Child and Family Services (1- 800-540-4000). The phone call is to be followed by a written report prepared by the employee within thirty-six (36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child's parents/guardian.

Reporting the information regarding a case of possible child abuse or neglect to a supervisor, the School Principal, a School Counselor, coworker or other person shall not be a substitute for making a mandated report to law enforcement.

#### J. DRESS STANDARDS

Employees are asked to use their good judgment with regard to their dress and appearance, and are expected to present a professional image. Employees must dress in a manner that is consistent with their responsibilities. Attention should be paid to safety, professionalism, and student interaction. A supervisor can explain the proper dress requirements for a position.

#### K. COMPLAINT/GRIEVANCE PROCEDURE

The grievance procedures for represented bargaining unit employees is located in the applicable Collective Bargaining Agreements.

#### L. CONDUCT & EMPLOYMENT OUTSIDE WORK

In general, TAS will not prohibit any employee's outside employment or off-duty activities unless such activities negatively impact TAS. For example, TAS prohibits any illegal or immoral conduct by an off-duty employee that affects or has the potential to affect TAS. Also, TAS prohibits outside employment (including self-employment) **that conflicts** with employment at TAS, impacts the employee's work performance or schedule, and/or affects the business interests of TAS.

#### M. DRUG & ALCOHOL ABUSE

TAS is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job, can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the school. The use of any illegal drugs, intoxicants, or controlled substances is strictly prohibited. Illicit drug use and indiscriminate alcohol consumption put everyone at risk and cannot be tolerated. In keeping with our efforts to promote health and safety and protect the interests of our employees, students, and TAS, we cannot allow anyone to use, possess, sell, manufacture, purchase, or be under the influence of alcohol, illegal drugs, intoxicants, or controlled substances at any time on TAS premises, in TAS vehicles, or while on TAS business.

Violation of these rules and standards of conduct will not be tolerated. TAS may bring the matter to the attention of appropriate law enforcement authorities.

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

substances themselves off the premises.

TAS will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave. TAS is not obligated, however, to continue to employ any person who violates this policy against drugs and alcohol in the workplace.

### **1. Prohibited Acts**

The following rules and standards of conduct apply to all employees. The following are strictly prohibited by TAS while at work or on TAS business:

- a. Possession, use, or being under the influence of alcohol or an illegal drug, intoxicant, or controlled substance while on the job or on TAS-owned or occupied premises;
- b. Driving a vehicle on TAS business while under the influence of alcohol or an illegal drug, intoxicant, or controlled substance;
- c. Distributing, selling, manufacturing, or purchasing--or attempting to distribute, sell, manufacture, or purchase--an illegal drug, intoxicant, or controlled substance during working hours or while on TAS-owned or occupied premises;
- d. Testing positive on a required or requested drug or alcohol test or screen;
- e. Violating any TAS rule or policy regarding substance abuse.

### **N. PUNCTUALITY & ATTENDANCE**

TAS expects all Employees to report to work on a reliable and punctual basis. Absenteeism, early departures from work, and late arrivals burden fellow employees and TAS. If an employee cannot avoid being late to work or is unable to work as scheduled, they must call a supervisor as soon as possible.

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

If an employee is unable to report for work on any particular day, the employee must, under all but the most extenuating circumstances, call their supervisor at least one hour before the time they are scheduled to begin working for the day. If an employee calls less than one hour before their scheduled time to begin work and does not arrive in time for their assigned shift, they will be considered tardy for that day. Not reporting to work within the first 30 minutes of a scheduled shift, without previous notification, will be considered a "no show". An employee is considered a "no show" when they fail to report to work without previously having informed and received approval from their supervisor. A "no show" is considered an unexcused absence. Every time an employee is absent or late, or leaves early, they must provide their supervisor

with an honest reason or explanation. TAS will comply with applicable laws relating to time off from work, but it is the employee's responsibility to provide sufficient information to enable TAS to make a determination. Employees must notify their supervisor of any change in their status as soon as possible. TAS defines excessive absenteeism or tardiness as more than 2 days unexcused absence or tardiness in a 1 month period or consistent unexcused absences or tardies over two months. Excessive absenteeism may lead to disciplinary action, up to and including termination of employment. Excused absence will not count against an employee for disciplinary purposes.

If an employee fails to report for work without any notification to their supervisor and their absence continues for a period of three days, TAS will consider that the employee has abandoned their employment.

Individuals with disabilities may be granted reasonable accommodation in complying with these policies if undue hardship does not result in TAS' operations. However, regular attendance and promptness are considered part of each employee's essential job functions.

#### O. INVESTIGATIONS OF CURRENT EMPLOYEES

TAS may occasionally find it necessary to investigate current employees, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the employee is out on bail. In the event that a background check is conducted, TAS will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the employee with any required notices and forms. Employees subject to an investigation are required to cooperate with TAS' lawful efforts to obtain relevant information, and may be disciplined up to and including termination of employment for failure to do so.

#### P. EMPLOYEE REVIEWS AND EVALUATIONS

##### Administrative and Classified Staff

Each employee will receive periodic performance reviews conducted by the appropriate administrator. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in

addition to performance. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with the administrator, and that they are aware of its contents.

Newly hired employees may have their performance goals reviewed by the administrator within the first ninety (90) days of employment.

Salary and potential for advancement will be based largely upon job performance. On a periodic basis, the Principal will review employee job performance with an employee in order to establish goals for future performance and to discuss current performance. TAS's evaluation system will in no way alter the at-will employment relationship.

### Certificated Staff

For members of a bargaining unit, performance evaluations will also be conducted according to the terms of the applicable Collective Bargaining Agreement.

In addition to these more formal performance evaluations, TAS encourages all employees to discuss their job performance on an ongoing basis with their supervisor.

### Q. CONFIDENTIALITY

Information about TAS, its employees, students, suppliers, and vendors is to be kept confidential and divulged only to individuals within TAS with both a need to receive and authorization to receive the information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with a supervisor.

All records and files maintained by TAS are confidential and remain the property of TAS. Records and files are not to be disclosed to any outside party without the express permission of the Principal or Human Resources. Confidential information includes, but is not limited to: financial records; personnel and payroll records regarding current and former employees; the identity of, contact information for, and any other information of students, vendors, and suppliers; programs, trade secrets, and any other documents or information regarding TAS' operations, procedures, or practices. Confidential information may not be removed from TAS premises without express authorization.

Confidential information obtained during or through employment with TAS may not be used or disclosed by an employee, except as job-related. Employees must also maintain the confidentiality, use or disclosure of confidential information at all times even following termination of employment. TAS reserves the right to seek all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information.

Employees may be required to enter into written confidentiality agreements confirming their understanding of TAS' confidentiality policies.

## **IX. TAS FACILITIES**

### **A. POLICIES AGAINST WORKPLACE VIOLENCE**

#### **i. Statement of Policy**

TAS recognizes that violence in schools is a growing nationwide problem necessitating a firm, considered response. The costs of such violence are great, both in human and financial terms. We believe that the safety and security of TAS employees and students are paramount. Therefore, TAS has adopted the following policy regarding workplace violence to help maintain a secure workplace.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect TAS or that occur on TAS property or in the conduct of TAS business off TAS property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in TAS operations, including, but not limited to, TAS students, personnel, contract workers, temporary employees, and anyone else on TAS property or conducting TAS business off TAS property. Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

In addition, TAS has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits. Always ensure that all visitors have signed in the visitor log and are wearing appropriate visitor badges. Always report any suspicious persons or activities to security personnel. Employees should secure their desk or office at the end of the day. When called away from their work area for an extended length of time, employees should not leave valuables and/or personal articles in or around their workstation that may be accessible. The security of facilities as well as the welfare of our students and employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify their principal when known persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

This policy is intended to bring TAS into compliance with existing legal provisions requiring employers to provide a safe workplace; it is not intended to create any obligations beyond those required by existing law.

#### **ii. Definitions**

Workplace violence is any intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or several TAS employees. Workplace violence may involve any threats or acts of violence occurring on TAS premises, regardless of the relationship between TAS and the parties involved in the incident. It also includes threats or acts of violence that affect the business interests of TAS or that may lead to

an incident of violence on TAS premises. Threats or acts of violence occurring off TAS premises that involve employees, agents, or individuals acting as a representative of TAS, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- a. Threats or acts of physical or aggressive contact directed toward another individual;
- b. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property;
- c. The intentional destruction or threat of destruction of TAS property or another employees' property;
- d. Harassing or threatening phone calls;
- e. Surveillance;
- f. Stalking;
- g. Veiled threats of physical harm or similar intimidation;
- h. Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects TAS legitimate business interests.

### **iii. Enforcement**

Any person who engages in a threat or violent action on TAS property may be removed from the premises as quickly and safely as possible or as required, at TAS discretion. Employees may be required, at TAS' discretion, to remain off TAS premises pending the outcome of an investigation of the incident.

When threats are made or acts of violence are committed by employee(s), a judgment will be made by TAS as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action.

Once a threat has been substantiated, it is TAS' policy to put the person who made the threat on notice that he/she will be held accountable for his/her actions and then implement a decisive and appropriate response.

Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. No existing policy or procedure of TAS should be interpreted in a manner that prevents the making of these necessary decisions.

**Important Note:** TAS will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by TAS. In making this determination, TAS may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at TAS.

## B. OPERATION OF VEHICLES

The use of TAS-owned or TAS-leased vehicles and rental of vehicles for TAS business are limited to authorized employees. These vehicles must only be used in work-related activities and may not be used for personal business or activities without the express prior approval of management.

All employees authorized to drive a TAS-owned or TAS-leased vehicles or to rent vehicles for use in conducting TAS business, must possess a current, valid California driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately. From time to time, TAS or its insurance carrier will request reports from the Department of Motor Vehicles regarding the license status and driving record of employees whose job responsibilities include driving. In the event that the license status or driving record of any employee whose job responsibilities include driving becomes unacceptable to management or TAS insurance carrier, that employee may be restricted from driving, reassigned, suspended, or terminated, at TAS' discretion.

Employees must possess a valid California driver's license while operating a vehicle off or on TAS property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers should demonstrate safe driving habits and not drive too fast or recklessly.

Certain employees may drive their own personal vehicles while conducting TAS business. These employees must maintain adequate personal automobile liability insurance. Employees doing so should promptly submit an expense report detailing the number of miles driven while on TAS business. TAS will pay mileage reimbursement in accordance with applicable reimbursement rates. Employees are expected to observe the above policies while on TAS business, even if driving their own personal vehicles.

## C. PARKING LOT LIABILITY

Parking lot related incidences are not covered under any TAS insurance policy. The school assumes no liability for damage to cars parked in the school parking lot at any time. The only exception to this policy will be when a student is observed by an adult accidentally causing damage to a vehicle while engaged in a school activity (e.g. a ball breaking a window).

## D. EMPLOYER PROPERTY POLICY

All TAS property—including but not limited to desks, textbooks, teacher's guides and other instructional equipment, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, office telephones, cellular telephones, modems and other electronic equipment, facsimile machines, duplicating machines, and vehicles--must be used properly and maintained in good working order. They must be kept clean and are to be used only for work-related purposes.

TAS reserves the right, at all times and without prior notice, to inspect and search any and all of its property for the purpose of determining whether this policy or any other policy of TAS has been violated, or when an inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with state and federal laws. These inspections may be conducted during or after business hours and in the presence or absence of the employee and without notice to the employee.

In addition, in order to ensure the safety and security of employees and students, and to protect TAS' legitimate business interests, TAS reserves the right to question any employee or other individual entering onto or leaving TAS premises.

TAS' technical resources, such as its computer system, voice mail system, and email, are provided for use in TAS business, and are to be reviewed, monitored, and used only for business purposes, except as provided in this policy. Employee computer data, voice mail messages, and email transmissions may be reviewed by the Principal or other authorized TAS employee at any time, without notice to the employee, not necessarily in the employee's presence. Employees are otherwise permitted to use TAS equipment for occasional, non-work purposes with advance written permission from their direct supervisor. Nevertheless, employees have no right of privacy as to any information or file maintained in or on TAS' property or transmitted or stored through TAS computer systems, voice mail, email, or other technical resources. All bills and other documentation related to the use of TAS equipment or property are the property of TAS and may be reviewed and used for purposes that TAS considers appropriate.

Employees may access only files or programs, whether computerized or not, that they have permission to enter. Computer software is protected from unauthorized copying and use by federal and state law; unauthorized copying or use of computer software exposes both TAS and the individual employee to substantial fines and/or imprisonment. Therefore, employees may not load personal software onto TAS' computer system, and may not copy software from TAS for personal use. All employees must contact their systems administrator to install any software on the TAS computer system. Unauthorized review, duplication, dissemination, removal, installation, damage, or alteration of files, passwords, computer systems or programs, or other property of TAS, or improper use of information obtained by unauthorized means, may be grounds for disciplinary action, up to and including termination of employment.

Most classrooms have been equipped with a telephone that serves as the school intercom system and can also be used in case of an emergency. The telephones are not for personal use. It is the classroom teacher's responsibility to monitor students if an emergency arises and they are allowed to use the telephone. TAS also prohibits the use of cell phones by employees, except in cases of emergency, while on scheduled work time.

Messages stored and/or transmitted by voice mail or email shall not contain content that may reasonably be considered offensive or disruptive to any employee. Offensive content include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, any derogatory comments regarding a protected class of persons, or any comments or images that would offend someone on the basis of his or her age, sexual orientation, religious or political

beliefs, national origin, disability, or membership in any other protected class.

Terminated employees should remove any personal items at the time they leave TAS. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

#### E. USE OF COMPANY COMMUNICATION EQUIPMENT AND TECHNOLOGY

All TAS owned communications equipment and technology, including computers, electronic mail systems, voicemail systems, internet access, software, telephone systems, document transmission systems and handheld data processing systems remain the property of TAS and are provided to the employee to carry out business on behalf of TAS, unless previously authorized for non-business use. Employees have no expectation of privacy in any communications made using TAS owned equipment and technology.

Communications made using TAS owned communications equipment and technology are subject to review, inspection and monitoring by TAS.

Additionally, TAS uses technology protection measures that protect against internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or images that may be harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting internet browsers to block access to adult sites, using a filtering system that will filter all internet traffic and report potential instances of misuse and using a spam filter.

Passwords used in connection with the TAS' communications equipment and technology are intended to restrict unauthorized use only, not to restrict access of authorized TAS employees. Employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Acceptable Use Agreement. Employees who do not safeguard their passwords from unauthorized student use, or who allow a student to access computers in violation of the Student and Employee Acceptable Use Agreement, will be subject to discipline, up to and including termination.

Internet use, unless previously authorized, is for business purposes only. All employees using the internet through the TAS' communications equipment and technology must respect all copyright laws. Employees are not permitted to copy, retrieve, modify or forward copyrighted materials unless authorized by law or with express written permission of the owner of the copyright. Employees are not permitted to use TAS' communications equipment and technology to view visual images that are obscene, child pornography and/or images harmful to minors, nor may they use such resources for personal entertainment, shopping, or personal business.

The email system and internet access are not to be used in any way that may be disruptive, harassing or offensive to others, illegal or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets or anything else that may be construed as harassment or disparagement of others based on their race, national origin, gender, sexual orientation, age,

religious beliefs or any other protected class or political beliefs may not be displayed or transmitted. Cyberbullying is also prohibited. TAS staff will help monitor and educate students on Cyberbullying. Cyberbullying includes the transmission of communication, posting of harassing messages, direct threats, or other harmful texts, sounds, or images on the internet, social networking sites, or other digital technologies using a telephone, computer, or any wireless communication devices. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

The email system and internet access is not to be used in any manner that is against the policies of TAS, contrary to the best interest of TAS or for personal gain or profit of the employee against the interests of TAS. Employees must not use TAS' communications equipment and technology for the unauthorized disclosure, use and/or dissemination of personal information regarding students.

Employees should not attempt to gain access to another employee's email files or voicemail messages without the latter's express permission. Each employee is responsible for the content of the messages sent using his/her TAS issued equipment. It is strictly prohibited to use another employee's computer to send messages to create the appearance that they are from that employee, unless that employee expressly authorizes such use.

We live in an age when most employees have a personal cell phone in their possession at work. It is the TAS policy that all employees shall not use a cell phone or other mobile communication device for personal business while on duty, except in emergency situations and/or during scheduled breaks. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account.

Certain employees may be furnished with TAS owned cell phones and/or laptops, in order to conduct TASTAS business while off-campus. Such employees are expected to answer their TAS provided mobile phone or return messages the same day.

#### F. EMPLOYEE BLOGS AND SOCIAL MEDIA WEBSITES

If an employee decides to blog or comment on a social media website that discusses any aspect of his/her workplace activities, the following restrictions apply:

- TAS equipment, including its computers and electronics systems, may not be used for these purposes.
- Student and employee confidentiality policies must be adhered to.
- Employees must make clear that the views expressed in their blogs or social media site are their own and not those of the TAS.
- Employees may not use the TAS/School logos, trademarks and/or copyright material and are not authorized to speak on behalf of the school and/or organization.
- Employees are not authorized to publish any confidential information maintained

by TAS/School.

- Employees must comply with all TAS/School policies, including, but not limited to, rules against sexual harassment and retaliation.
- TAS reserves the right to take disciplinary action against any employee whose blog or comment/s made on social media websites violates this or other TAS policies.

#### G. OFF-DUTY USE OF FACILITIES POLICY

Employees are prohibited from remaining on TAS premises or making use of TAS facilities while not on duty. Employees are expressly prohibited from using TAS facilities, TAS property, or TAS equipment for personal use.

#### H. EMPLOYEE PROPERTY

An employee's personal property, including but not limited to lockers, packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of school property.

TAS is not responsible for lost or stolen items belonging to employees. TAS is also not responsible in the event of break-ins, fire, or other events which may result in damage or loss to employee property.

#### I. SOLICITATION & DISTRIBUTION OF LITERATURE

TAS has established rules, applicable to all employees, to govern solicitation and distribution of written material during working time and entry onto the premises and work areas. All employees are expected to comply strictly with these rules.

1. No employee shall solicit or promote support for any cause or organization, which is not related to TAS business or which has not been pre-approved by authorized TAS personnel, during his or her working time or during the working time of the employee or employees at whom the activity is directed;
2. No employee shall distribute or circulate any written or printed material which has not been pre-approved by authorized TAS personnel for distribution in work areas at any time, during his or her working time, or during the working time of the employee or employees at whom the activity is directed;
3. Non-employees will not be permitted to solicit or to distribute written material for any purpose on TAS property, except when required under California or federal law.

The above prohibitions do not apply to material distributed during non-working time as permitted by the Educational Employment Relations Act.

As used in this policy, "working time" includes all time for which an employee is paid and/or is

scheduled to be performing services for TAS; it does not include break periods, meal periods, or periods in which an employee is not, and is not scheduled to be, performing services or work for TAS.

#### J. HEALTH & SAFETY

The health and safety of employees and others on TAS property are important to TAS. We strive to attain the highest possible level of safety in all activities and operations. TAS will comply with all health and safety laws applicable to our school.

All employees are responsible for their own safety, as well as that of others in the workplace. TAS must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. Employees should report any unsafe conditions or potential hazards to their supervisor *immediately*, even if they believe they have corrected the problem. If an employee suspects a concealed danger is present on TAS' premises, or in a product, facility, piece of equipment, process, or business practice for which TAS is responsible, they should bring it to the attention of a supervisor or the Principal *immediately*. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and should contact the Principal regarding the problem.

Periodically, TAS may issue rules and guidelines governing workplace safety and health. All employees should familiarize themselves with these rules and guidelines since strict compliance will be expected. Employees should contact their supervisor for copies of current rules and guidelines. Failure to comply with rules and guidelines regarding health and safety or work performance that endangers health and safety will not be tolerated.

Any workplace injury, accident, or illness *must* be reported to a supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in obtaining medical care, after which the details of the injury or accident must be reported. In compliance with California law, and to promote the concept of a safe workplace, TAS maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in office.

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

#### K. SECURITY PROTOCOLS

TAS has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Principal. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a work station that may

be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Principal when keys are missing or if security access codes or passes have been breached.

#### L. OCCUPATIONAL SAFETY

TAS is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. TAS's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

#### M. ACCIDENT/INCIDENT REPORTING

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

#### N. REPORTING FIRES AND EMERGENCIES

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

#### O. SMOKING

Smoking is not permitted in any area, within 100 yards of the School.

#### X. **BENEFITS**

##### A. HOLIDAYS

For employees who are not members of the certificated bargaining unit, TAS observes the

following paid holidays:

Martin Luther King Day  
President's Day Memorial Day  
July 4<sup>th</sup> – Independence Day Labor Day  
Veteran's Day  
Cesar Chavez Day  
Thanksgiving Day and the Friday after Thanksgiving  
Christmas

When a holiday falls on a Saturday or a Sunday it is usually observed on the preceding Friday or the following Monday. However, TAS may close on another day or grant compensating time instead of closing. Holiday observance will be announced in advance.

Eligible employees begin holiday pay after completion of his or her introductory period. To be eligible for holiday pay, an employee must be regularly scheduled to work on the day on which the holiday is observed and must work regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by a supervisor.

Temporary, substitute, and non-exempt part time employees working less than 30 hours per week are not eligible for holiday pay. Eligible Classified employees that have not completed their 90-day introductory period are not eligible for holiday pay. Holiday pay will be calculated based on straight time pay rate (as of the date of the holiday) times the number of hours an employee would have otherwise worked on that day. Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums. Non-exempt employees required to work on a designated holiday will receive straight time pay.

#### B. SHUT DOWN PERIOD

During the academic year the school will have both a winter and spring break. The school will remain open during part of the winter break. However, the school will have two shut down periods from December 25<sup>th</sup> – January 1<sup>st</sup> and the other week is the first week of July. Eligible administrative and classified salaried and full-time staff will be given this time off with pay. Please see the Director of Human Resources for eligibility.

All hourly part-time seasonal and substitute staff will not receive a work schedule during the winter and spring break, unless otherwise indicated by a supervisor. Employees should check with their supervisor if they will be scheduled to work during that time.

#### C. INSURANCE BENEFITS

##### i. **Medical Insurance**

(Applies to employees who are not members of the Certificated Bargaining Unit)

TAS provides comprehensive medical, dental and vision insurance plans for eligible employees and their dependents. All eligible employees qualify for medical coverage the first of the month following 30 days of employment. Employees should consult the Benefit Plan Summary for complete information about eligibility and the details of TAS' medical insurance plans. Copies of the Plan Document and Summary description are available in the Human Resources Department.

#### **ii. Disability Insurance**

Each employee contributes to the State of California to provide disability insurance mandated by the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when an employee cannot work because of illness or injury unrelated to employment at TAS or when an employee is entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability are available from the main office.

#### **iii. Unemployment Compensation**

TAS contributes to the Unemployment Insurance Fund on behalf of its employees.

#### **iv. Social Security**

Non-certificated and some certificated staff are legally required to make contributions into social security. TAS matches each employee's social security contribution dollar for dollar. Employees may be eligible to receive these benefits upon retirement and/or perhaps in other circumstances in accordance with the social security laws.

#### **v. State Teachers Retirement (STRS)**

State law requires that all teachers deposit a percentage of their pre-tax salary in the STRS retirement system. An employer contribution is made by TAS. Contributions are subject to rate change. For additional information on the STRS program, please call STRS directly at (800) 228-5453.

#### **vi. Workers' Compensation**

An employee who is injured or becomes ill on the job, may receive, at no cost, workers' compensation insurance benefits, which may include medical care, compensation, and vocational rehabilitation. To receive workers' compensation benefits, an employee must:

- a. Report any work-related injury to a supervisor immediately.
- b. Complete a written claim form and return it to the Principal.
- c. Seek medical treatment and follow-up care if required.

## **XI. LEAVES OF ABSENCE**

This section is subject to the terms of any applicable collective bargaining agreement.

### **A. GENERAL PROVISIONS**

TAS may grant a leave of absence in certain circumstances. Employees should submit the following:

- Leave request in Paycom, and
- Notify their supervisor and/or Principal in writing as soon as they become aware that they may need a leave of absence.

TAS will consider each request in accordance with applicable law and TAS' leave policies. Employees will be notified by their respective supervisor and/or Principal whether a leave request is granted or denied. If leave is granted leave, the employee must comply with the terms and conditions of the leave, including staying in communication with the supervisor or the Principal during the leave, and giving prompt notice if there is any change in the return date.

Employees must not accept other employment or apply for unemployment insurance while on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at TAS. Benefits, such as vacation and holidays, will not accrue while an employee is on a leave of absence. Upon return from a leave of absence, employees will be credited with the full employment status that existed prior to the start of the leave.

TAS may suspend or proceed with any counseling, performance review, or disciplinary action, including discharge, that was contemplated prior to any employee's request for or receipt of a leave of absence or that has come to TAS's attention during the leave. If any action is suspended during the leave of absence, TAS reserves the right to proceed with the action upon the employee's return. Requesting or receiving a leave of absence in no way relieves employees of their obligation while on the job to perform their job responsibilities capably and up to TAS expectations and to observe all TAS policies, rules, and procedures.

### **B. PAID TIME OFF**

TAS provides paid accrued paid time off "PTO" to all eligible employees for periods of temporary absences due to illness, including mental health, injury, etc. PTO may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, siblings, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Finally, an employee may take PTO to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

An employee requesting the use of his/her/their PTO to care for a member of the family (as defined above) must, prior to beginning the leave, provide written verification from the family member's treating physician certifying that because of the family member's serious illness or injury, it is necessary for the employee to be absent from work in order to provide care. The verification must state the probable duration of the need for the employee's care for the family member's condition, the dates the patient was treated for the condition, and whether the need for care by the employee is continuous or intermittent. Such request and verification shall normally be provided ten (10) work days prior to the beginning of the employee's absence to allow Human Resources an opportunity for review and approval of the request. In the event of a verifiable emergency, written verification shall be provided within ten (10) days to human resources, or designee.

PTO may not be used for the purposes outside of what is specified in this policy. If school or regional administration is made aware of an employee taking PTO for a reason aside from those outlined above, disciplinary action up to and including termination may be pursued. Accordingly, TAS retains the right to request verification from a licensed health care practitioner for any absence due to illness, injury, or disability.

Certification by the employee's health care provider is required for absences of three (3) or more consecutive workdays. However, TAS may request such certifications in situations where it is determined that it is warranted. TAS reserves the right to require a satisfactory statement of a health care provider whenever an employee misses work due to an illness, injury or disability. The employee may be asked to provide a statement which verifies that an injury or disability existed, its beginning and ending dates, and/or the employee's ability to return to work without presenting an immediate and significant risk to his/her own health or safety or the health or safety of others. It is the employee's responsibility to apply for any disability benefits for which they may be eligible for as a result of an illness or disability, including California State Disability Insurance, workers' compensation insurance, and/or any short-term disability insurance benefits for which they qualify.

PTO may not be used during holidays, or hours of work outside an employee's regular schedule. PTO benefits will be fully integrated with other benefits available so that at no time will an employee be paid more than regular compensation. Any misuse of PTO by an employee will result in disciplinary action including termination of employment.

Employees may request to donate PTO for other staff members. The donation of PTO is strictly voluntary. The donation of sick leave is on a half-day or full day basis, without regard to the dollar value of the donated or used leave. The maximum number of sick leave days an employee may donate or receive in one calendar year is five (5) days. The approval of the time off request to be covered by the donated time will be at the discretion of the site principal or designee as outlined in this policy.

Donated PTO can be used for:

- **Medical emergency**, defined as illness, including mental health, or injury, condition

of the employee or an immediate family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. Maternity leave does not count as a medical emergency.

Employees who wish to donate PTO days must complete and submit a “Request to Donate PTO” form from the HR Department. The approval of donated or requested sick time will be at the sole discretion of the CEO.

### C. FAMILY CARE AND MEDICAL LEAVE

This policy explains how the School complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as “FMLA leave.”

- Employee Eligibility Criteria

To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of baby-bonding where the threshold is twenty (20) employees).

- Events That May Entitle an Employee To FMLA Leave

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).
  - a. A “serious health condition” is an illness, injury (including, but not limited

to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

- b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
  - c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
  - d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
- 3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.
  - 4. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.
- Amount of FMLA Leave Which May Be Taken
    - 1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
    - 2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the

servicemember.

3. The “twelve month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

- Pay during FMLA Leave

1. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued PTO at the beginning of any otherwise unpaid FMLA leave.
3. If an employee has exhausted his/her PTO, leave taken under FMLA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave.

- Health Benefits

The provisions of the School’s various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the

School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

TAS may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have “failed to return from leave” if he/she works less than thirty (30) days after returning from FMLA leave; and
2. The employee’s failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

- Seniority

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced.

- Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School’s request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee’s health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications

can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA Leave
  1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA leave policy.
  2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
  3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
  4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
  5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
  6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
  7. The School will respond to an FMLA leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a “key” employee whose reinstatement would cause serious and grievous injury to the School’s operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee’s FMLA leave.
  2. When a request for FMLA leave is granted to an employee (other than a “key” employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
  3. Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
  4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
- Limitations on Reinstatement
    1. TAS may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous injury to the School’s operations. A “key” employee is an exempt salaried employee who is among the highest paid 10% of the School’s employees within seventy-five (75) miles of the employee’s worksite.
    2. A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

- Employment during Leave

No employee, including employees on FMLA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

#### D. PREGNANCY DISABILITY LEAVE

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

- Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) -month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

- Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of PTO, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. PTO accrued during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

TAS shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12)-month period. TAS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
  - The employee is taking leave under the California Family Rights Act.
  - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
  - There is a non-pregnancy related medical condition requiring further leave.
  - Any other circumstance beyond the control of the employee.

- Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employees should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
  - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
  - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with TAS policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

E. INDUSTRIAL INJURY LEAVE (WORKERS' COMPENSATION)

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

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

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Principal;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Principal; and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. TAS, with the help of its insurance carrier, has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Principal and to the individual

responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.

- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

#### F. MILITARY AND MILITARY SPOUSAL LEAVE

TAS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

Except for employees serving in the National Guard, TAS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

TAS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of

military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

#### G. PERSONAL LEAVES OF ABSENCE

After one year of employment, a personal leave of absence without pay for up to 30 days may be granted at the discretion of TAS. A request for a personal leave should be limited to unusual circumstances requiring an extended absence.

Employees are hereby notified that TAS does not guarantee reinstatement following a personal leave. However, TAS will offer employees returning from a personal leave of absence the same position, or a comparable position that the individual is qualified to perform, if either position is available.

#### H. DISABILITY LEAVE

Consistent with state and federal disability laws, TAS may provide a limited leave of absence from work to qualified disabled employees who need time away from work as a form of reasonable accommodation. TAS may require employees to provide additional information and/or documentation in order to determine whether to provide the accommodation.

TAS will not grant a leave of absence as a form of accommodation where the absence will cause an undue hardship.

#### I. FUNERAL OR BEREAVEMENT TIME OFF

Any employee may take up to three consecutive workdays off with pay within 30 days following the death of an immediate family member of the employee's or the employee's current spouse. Funeral or Bereavement time will be paid on a pro-rated basis for those employees that work less than 40 hours per week. Immediate family member means a parent, child, sister, brother, grandparent, grandchild (including step or foster relationships), or any other relative living in the immediate household of the employee. The Principal or supervisor may also approve additional unpaid time off.

#### J. JURY DUTY OR WITNESS LEAVE

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all non-exempt employees, the School will pay for up to three (3) days if an employee is called to serve on a jury.

#### K. BONE MARROW AND ORGAN DONOR LEAVE

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave (“Donor Leave”), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee first uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

#### L. VICTIMS OF ABUSE LEAVE

TAS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee’s own health, safety or welfare, or that of the employee’s child or children. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide TAS with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee

requesting leave under this policy should provide TAS one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, TAS will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Principal.

#### M. VOTING TIME OFF

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Principal at least two (2) days notice.

#### N. TIME OFF FOR VOLUNTEER FIREFIGHTERS

A registered volunteer firefighter who would like to perform emergency duty during work hours must notify his or her supervisor and the Principal in advance of his/her status as such a volunteer, and shall provide written certification of such status. Also, employees should alert their supervisor before leaving TAS premises when summoned for emergency duty. All time off to serve as a volunteer is unpaid.

#### O. SCHOOL APPEARANCE AND ACTIVITIES LEAVE

As required by law, TAS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of TAS, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the

school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advance notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

## **XI. TERMINATION**

This section XI does not apply to members of the certificated bargaining unit, whose procedures for termination are addressed in the collective bargaining agreement.

### **A. VOLUNTARY TERMINATIONS**

Voluntary terminations results when an employee voluntarily resigns from his or her employment, or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, his or her supervisor. TAS asks that employees give at least two weeks written notice. This will provide TAS the opportunity to make the necessary adjustments in operations. All TAS property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment. TAS retains the right to accept a resignation immediately.

### **B. INVOLUNTARY TERMINATIONS**

An involuntary termination is initiated by TAS.

### **C. REDUCTIONS IN FORCE**

Under some circumstances, the School may need to restructure or reduce its workforce. If restructuring the work environment or reducing the number of employees becomes necessary, the School will attempt to provide advance notice, if possible, (and up to sixty (60) days if there are mass layoffs affecting fifty (50) or more employees within a thirty (30) day period), to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite. In determining which employees will be subject to layoff, the School will take into account, among other things, the operation of the School and those employees necessary to meet the operational requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the employee's length of service. Individuals who have a contract with the School will be subject to the clauses, if any, regarding layoffs or reductions in force.

#### D. SEPARATION PROCESS

After an employee terminates their employment with TAS, either voluntary or involuntary, they must complete the separation process.

1. The first step in the separation process is to complete the separation paperwork. The separation paperwork consists of:
  - a) Notice of change in relationship form – this form is used to acknowledge that both the employee and TAS recognize that the employee’s status has changed due to terminations, whether voluntary or involuntary.
  - b) COBRA Election form & COBRA letter - this form is given to employees who were eligible for insurance benefits during their employment at TAS. Employees may choose to continue their benefit coverage, at their own cost, through the COBRA plan.
  - c) Exit Interview – whenever possible an exit interview will be conducted in order for the school to receive feedback and suggestions on any areas of improvement and growth or areas of strength.
  - d) “For Your Benefit” booklet – this booklet is given to all employees to inform them about unemployment insurance.
2. The employee must return any school property that may have been issued to him or her during employment (i.e. keys, credit card, cell phone, etc.).
3. If the termination of employment was voluntary, employees will receive their paycheck within three (3) days of their termination date. If termination was involuntary, employees will receive their paycheck on their termination date.

## APPENDIX A

### HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

*It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.*

*If you are an employee of the School, you may file this form with the Principal or Board President.*

*Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.*

*TAS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.*

*In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.*

*Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.*

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else:

\_\_\_\_\_  
\_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

\_\_\_\_\_  
Where did the incident(s) occur? \_\_\_\_\_

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

\_\_\_\_\_  
\_\_\_\_\_

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I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

\_\_\_\_\_  
**Signature of Complainant**

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B**

**INTERNAL COMPLAINT FORM**

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you have a complaint against: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

\_\_\_\_\_  
Signature of Complainant Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

To be completed by School:

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

## ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE PRINCIPAL.

EMPLOYEE NAME: \_\_\_\_\_

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please sign/date, tear out, and return to the School, and retain this Handbook for your reference.**