



**THE
ACCELERATED
SCHOOL**

PERSONNEL POLICY HANDBOOK

4000 S. Main St.
Los Angeles, California 90011

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Dear TAS Community,

It is with great honor and privilege that I assume the role of CEO at The Accelerated Schools. I am deeply grateful for the opportunity to lead such a dedicated and talented community of educators and staff. Your hard work and partnership are the cornerstones of our tradition of excellence, and I am excited to continue building on this strong foundation.

Our commitment to academic excellence and the well-being of our students remains our top priority. We firmly believe that all students can, and will achieve greatness when supported in an environment that maintains high expectations. At The Accelerated Schools, we strive to create a nurturing and challenging atmosphere where both students and staff are encouraged to reach their full potential.

As educators, we have a unique and powerful opportunity to make a positive impact on the lives of our students, their families, and the broader community. It is up to us to remove barriers, inspire our students to aim high and equip them with the skills and knowledge they need to thrive in the global 21st-century economy.

I am excited to get to know each and every one of you as we continue our journey toward excellence. Together, we will work tirelessly to ensure that our students succeed not only during their time at TAS but also in their future endeavors.

Thank you for your continued dedication and support. I look forward to the incredible work we will accomplish together.

Warm regards,

A handwritten signature in blue ink, appearing to read 'Jesse Melgares', with a long horizontal flourish extending to the right.

Jesse Melgares, CEO
The Accelerated Schools

I. OUR MISSION, VISION, AND EQUITY COMMITMENT

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 you read, understand, and follow the provisions of the Handbook. This Handbook summarizes the policies and practices in effect at the time of publication. It supersedes all previously issued Handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here.

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 Handbook policies.

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 Chief Human Resources Officer and the CEO.

This Handbook is the property of TAS. All rights are reserved. No part of this 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.

III. FOREIGN LANGUAGES

If any staff member has 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 a staff member fails to request assistance, TAS will assume that the staff member fully understands the Handbook.

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. AT WILL 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 staff members 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 staff members are considered “at-will” staff members of the School. Accordingly, either the School or the staff member 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 staff in connection with their employment shall require the School to have “cause” to terminate a staff member or otherwise restrict the School’s right to release a staff member 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 or to make any representations to staff member 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 staff member applications, School memoranda, or any other materials provided to staff members 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.

TAS 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 staff members are prohibited from engaging in such conduct.

The Accelerated Schools (TAS) is committed to providing reasonable accommodations to qualified individuals with known physical or mental disabilities, unless doing so would impose an undue hardship on the organization.

In support of this commitment, TAS engages in a timely, good faith interactive process with applicants and employees who request accommodations. This process involves identifying any functional limitations and working collaboratively to determine whether effective accommodations can be made to support the individual in performing the essential functions of the position.

Applicants and employees are encouraged to notify the Human Resources Department as soon as possible if they require an accommodation. Prompt communication will allow for a timely and thorough interactive process to explore potential reasonable accommodations.

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 School principal. 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.

Retaliation for filing a complaint on participating in the complaint process is prohibited. Any supervisor or staff member who retaliates against the complainant or those involved in the investigation will be disciplined, up to and including dismissal. Staff members who have engaged in prohibited discrimination will be subject to appropriate disciplinary action, up to and including dismissal.

VI. COMMENCING EMPLOYMENT

A. BACKGROUND CHECKS

TAS recognizes the importance of maintaining a safe workplace with staff members 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.

B. ASSEMBLY BILL NO. 2534

As required by California law, new certificated positions must have Assembly Bill No. 2534 (AB 2534) on file with TAS **PRIOR** to the first day of work. AB 2534 mandates transparency and accountability in the hiring of credentialed staff members withing California’s education system. AB 2534 provides relevant information regarding credible complaints, investigations, or discipline for egregious misconduct.

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 a staff member, during his/her employment with the School, be charged or convicted of any offense, the staff member must immediately report the charge or conviction to the Principal and the Human Resources Department.

For additional information on fingerprinting and for any questions, please contact the Human Resources Department.

C. TUBERCULOSIS TESTING

As a condition of initial employment at The Accelerated Schools, all new staff members must submit written proof from a physician of a tuberculosis (TB) risk assessment completed within the past 60 days. If TB risk factors are identified, the individual must undergo a physician-conducted examination to determine whether they are free of infectious TB. The examination may include a TB test and, if positive-or if no test is conducted-an X-ray of the lungs.

The cost of the TB risk assessment and any required examination is the responsibility of the individual and not the School.

All current staff must undergo a TB risk assessment every four (4) years. If risk factors are identified, a follow-up examination is required.

Volunteers and food handlers may also be required to complete TB assessments or annual examinations, as applicable.

Documentation of TB compliance for all staff and volunteers will be maintained in the Human Resources office. This requirement also applies to contract food handlers, substitute teachers, and student teachers working under supervision.

Any third-party entity providing services to students must ensure that all contract workers have documentation confirming they are free of active TB prior to beginning work with students.

D. 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 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 staff member's family) against any staff member or applicant for

employment because the staff member or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because they hold or present 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.

E. EMPLOYMENT STATUS (Applies to employees who are not members of the Certificated or Classified Bargaining Unit)

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

i. Full-Time Employees

Full-time staff members are defined as those employees who are scheduled for and do work 36 hours or more consistently 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.

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

ii. Part-Time Employees

Part-time staff member 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 staff member may be assigned a work schedule in advance or may work on an as-needed basis. Part-time staff member 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 staff members 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.

iv. Exempt Employees

Exempt staff members are those whose job assignments meet the California requirements for overtime exemption. Exempt staff members are compensated on a salaried basis and are not

eligible for overtime pay. Generally, certificated, confidential, administrative, computer, and professional staff members are considered exempt. The HR Department will inform employees if their status is exempt. Exempt staff members may work only during the academic year or during the calendar year.

Those staff members 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 staff members will become eligible for medical benefits the first of the month following one month of employment.

v. Substitute Employees

Substitute staff members are considered “on call” In-House Substitutes and are employed for a standard work day or a short period of time as a replacement for a staff member’s absence or on an approved short- term or long-term leave. Substitutes 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.

F. CERTIFICATION AND RENEWAL REQUIREMENTS

All staff members hired in positions requiring certification qualifications must possess the appropriate credential authorizing their employment from the California Commission on Teacher Credentialing (CCTC). It is the District’s intent and desire to employ teachers with full credentials who possess the subject matter knowledge and teaching skills required by the federal Every Student Succeeds Act (ESSA) and who are authorized to address the learning needs of our English Language Learner population.

Each certificated staff member assumes the responsibility for maintaining certification, which may include the payment of credential/permit renewal fees and the completion of coursework or other requirements as noted by the CCTC. The CCTC requires credential renewals to be processed directly online on their website. The CCTC website address is <http://www.ctc.ca.gov>.

Once your renewal is processed, the CCTC will send you an email confirming the renewal of your credential(s). Upon receipt of that email, you must bring it to the Personnel Office so that we are able to register your renewed credential with the Los Angeles County Office of Education. **The School must receive your renewed credential information no later than one month prior to the previous credential’s expiration date to ensure no interruption to your pay warrant.**

If you have any questions regarding your credential(s) or the renewal process, please contact Human Resources.

VII. BUSINESS/PAYROLL

A. WORKING HOURS & SCHEDULE

TAS and ACES hours of school operation are 7:30 a.m. to 4:00 p.m. Monday through Friday. WAHS hours of school operation are 7:30 a.m. to 4:30 p.m. Monday through Friday. All staff members 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. Schedules may vary depending on whether a staff member 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 staff members are expected to be at their desks or workstations at the start of their scheduled shift, prepared to assume their responsibilities.

If a staff member needs to modify their schedule, they 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. For example, if a staff member 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 in advance, that staff member is violating this policy. Such unapproved changes in schedules will be subject to disciplinary action up to and including termination.

B. MEAL AND REST PERIODS

Non-exempt staff 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. A staff member may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the staff member and TAS mutually consent to the waiver in writing.

Non-exempt staff members 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. Staff members are not allowed to combine meal and rest period time.

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

Staff 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. Staff members are not allowed to leave the premises during their rest periods nor are they allowed to take more than 10 minutes for each rest period. Break periods may not be combined nor can they be taken at the end of the working day. Violation of this policy is subject to disciplinary action up to and

including termination.

C. LACTATION ACCOMMODATION

TAS accommodates lactating staff members by providing a reasonable amount of break time to any staff member 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 staff member. Any break time provided to express breast milk that does not run concurrently with break time already provided to the non-exempt staff member shall be unpaid.

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

D. ATTENDANCE, PUNCTUALITY AND TARDINESS

The Accelerated Schools ("TAS") expects all staff members to maintain consistent and punctual attendance. Regular attendance is essential to ensuring the smooth operation of the School and supporting student learning. Absenteeism, tardiness, and early departures disrupt instruction, burden colleagues, and hinder TAS's educational mission.

Attendance Expectations:

- Staff are expected to report to work on time, prepared to begin their duties, and to remain at work for their full scheduled shift, except during approved breaks or authorized school business.
- Staff must submit all requests for time off through Paycom for review and approval by their direct supervisor.

Notification Requirements for Absences and Tardiness:

- If a staff member will be absent or late, they must notify their supervisor or Principal as soon as possible, but no later than **one hour** before their scheduled start time, except in extenuating circumstances.
- If a staff member notifies their supervisor less than one hour before their scheduled time and is not present at the start of their shift, the staff member will be considered tardy.
- Failure to report to work within **30 minutes** of the scheduled start time without prior notification will be considered a "no show," which is treated as an unexcused absence.
- Staff must provide an honest reason or explanation for any absence, lateness, or early departure. Sufficient information must be provided to enable TAS to determine if the time off qualifies for legal protections.

Excessive Absenteeism and Tardiness:

- TAS defines excessive absenteeism or tardiness as more than **two (2)** unexcused incidents

within a one-month period or a pattern of unexcused absences or tardies over a two-month period.

- Excessive absenteeism or tardiness may result in disciplinary action, up to and including termination of employment.
- Excused absences (e.g., legally protected leaves) will not count toward disciplinary action.

Job Abandonment:

- Staff who are absent for **three (3) consecutive workdays** without notifying their supervisor will be considered to have voluntarily resigned their employment. TAS may request a doctor's note or other appropriate medical documentation for an absence exceeding three (3) consecutive workdays.

Reasonable Accommodation:

- Staff with disabilities may request reasonable accommodations related to attendance and punctuality, provided such accommodation does not cause undue hardship to TAS's operations. However, regular and reliable attendance is an essential job function for all staff.

TAS will comply with all applicable laws concerning time off, reasonable accommodations, and protected leave.

E. CALL BACK TIME

An off-duty classified staff member who is directed by TAS to report to work outside of their assigned hours shall be paid for such additional hours the greater of either their regular pay for two hours or pay for the amount of time required for the staff member 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 staff member's regular TAS responsibilities, exceeds eight (8) hours per day or forty (40) hours per week, overtime pay shall apply to the excess over eight (8) hours or forty (40) hours.

F. TIMEKEEPING PROCEDURES

All staff members are required to punch in and punch out using Paycom. Staff 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/or tampering with time records, or recording time on another staff member's time record is prohibited and subject to disciplinary action, up to and including termination.

Non-exempt staff members are not allowed to perform off-the-clock work. This includes, but is not limited to the following work tasks: checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging in.

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

It is each staff member'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 staff member's supervisor, who will attempt to immediately correct legitimate errors.

G. OVERTIME

Mandated and/or required overtime is at the discretion of the TAS. Under no circumstances will any staff member work overtime unless they have received prior approval from their supervisor. All overtime hours may be compensated at the rate of pay equal to time and one-half (1-1/2) the regular rate of pay of the staff member. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any calendar week. All overtime must be authorized by your supervisor. Check with your supervisor to see if you will receive overtime pay for hours which exceed your normal work schedule.

H. PAYMENT OF WAGES

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

If there is an error in the check, please report it immediately to the Payroll Department. No one other than the staff member to whom the paycheck is written can pick up a paycheck unless written authorization by the staff member, whose name appears on the check, has been given.

I. SALARY PAY POLICY

Exempt staff members will be paid a salary in accordance with applicable law. Although exempt staff members are generally entitled to their salary for any workweek in which work is performed, deductions can and will be made when permitted by law. For example, an exempt staff members 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 staff members salary may be reduced. Staff may contact Human Resources for more information.

J. WAGE ATTACHMENTS AND GARNISHMENTS

Under normal circumstances, the School will not assist creditors in the collection of personal debts. 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 staff members. Staff members are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented with a second garnishment request, Human Resources will discuss the situation with

the staff member.

K. GIFT ACCEPTANCE POLICY

The purpose of this policy is to establish clear guidelines for the acceptance of gifts by The Accelerated Schools (TAS) and to provide direction to prospective donors. While TAS deeply appreciates all interest in supporting our organization, it is essential that all gift acceptance practices align with applicable laws, ethical standards, and the mission of TAS.

Prohibited Gift Acceptance Practices

TAS will not accept any gift that:

- Violates federal, state, or local laws or regulations.
- Requires TAS to extend preferential treatment or special consideration to any vendor, donor or other entity.
- Compels TAS to alter or bypass its standard hiring, promotion, procurement, or contracting procedures.
- Is a cash gift of any amount without the prior written approval of the Chief Executive Officer (CEO).
- Is in the form of property, patents, licenses, trusts, bequests, retirement plans, life insurance, or securities unless reviewed and approved by the CEO and CFO, and when appropriate, the Board of Directors.
- Is offered by an individual or organization whose mission or activities are in conflict with the values or goals of TAS, or that may limit TAS's ability to serve its students and community.

TAS reserves the right to decline any gift that it deems inconsistent with the organization's best interest or values.

Restrictions for Staff

- Staff may not accept any gifts on behalf of TAS without prior written authorization from the Chief Executive Officer and Chief Financial Officer.
- Staff are strictly prohibited from accepting monetary gifts – including but not limited to cash, gift cards, coupons, tickets, vouchers - from vendors or potential vendors.
- The only exception to this restriction includes nominal or incidental items such as small food baskets or edible treats (e.g. fruit baskets, candy, pastries), which may be accepted without prior approval.
- Staff involved in the procurement of goods, services, or professional services may not accept, either directly or indirectly, any rebate, gratuity, gift, or item of value from any current or prospective vendor.
- Exception: Promotional or advertising items with a cumulative value of \$50.00 or less may be accepted.

Board Consultation:

When appropriate, the CEO will consult with the Board of Directors prior to the acceptance of a gift, particularly for gifts of significant value or complexity.

L. TAX SHELTERED ANNUITIES

Tax Sheltered Annuities (TSAs) may be purchased through a number of licensed insurance companies or agencies. The staff member must select the plan desired and request appropriate contract revisions. Neither TAS nor any staff member may promote or recommend any plan. The HR Department can provide the names of the companies that are currently serve as third party administrators.

The amount of annual contributions to a TSA is limited by Internal Revenue Service Regulations. The staff member is responsible for assuring contributions are within the authorized limit. The untaxed retirement contributions may count as part of the maximum allowable TSA contribution. Please consult your tax advisor to assure proper calculation of maximum allowable contributions. To establish, change or terminate TSA deductions, the staff member must contact TAS' third party administrator.

M. FISCAL POLICIES AND PROCEDURES

Please review the Fiscal Policies and Procedures at the following [link](#).

VIII. PERSONNEL

A. PERSONNEL RECORDS

At the time of employment, a personnel file is established for each staff member. In addition to notifying the HR Department, it is each staff members responsibility to make changes that should be reflected in their personnel file via Paycom. 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 a staff member should the change affect their other records.

Staff members have the right to inspect documents in their personnel file, as provided by law, in the presence of the Chief Human Resources Officer or designee, at a mutually convenient time. Staff also have the right to obtain a copy of their personnel file as provided by law. Staff 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 a representative of Human Resources. Only the Chief Human Resources Officer or designee is authorized to release information about current or former staff members. 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 personnel files unless the complaint is heard by an arbitrator,

administrative law judge, or the TAS Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

B. REFERENCES

TAS will not provide job references for current or former staff members. All employment verification requests must be directed to the HR Department. No other staff member is authorized to release information for current or former staff members. A staff member who receives a request for any information concerning a past or present staff member or a volunteer should refer the person making the request to the HR Department without engaging in any “on the record” 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 staff members. If the staff member 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

Staff members must avoid situations involving actual or potential conflicts of interest. A staff member involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to Human Resources, 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 up to and including possible termination.

D. EMPLOYMENT OF RELATIVES

Relatives of staff members 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, grandparents, in-laws, cousins and step relatives. Staff members 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. It is the staff member’s responsibility to alert HR about any real, perceived or change in status related to the employment of relatives at TAS.

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 staff members 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 staff member 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.

Staff members, volunteers, unpaid interns, individuals in apprenticeship programs, vendors, 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 staff member (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Staff, supervisors and managers are to report any complaints of unlawful harassment to the Principal and/or the HR Department.

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.

When TAS receives allegations of unlawful harassment, discrimination, or retaliation, the HR department 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 includes:

- 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 any 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 them 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 a staff member is the target of unlawful harassment.

Each staff member 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 staff member 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 personal relationships are 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.

Title IX Compliance

In accordance with Title IX of the Education Amendments of 1972 ("Title IX"), The Accelerated Schools prohibits discrimination based on sex in its education programs and activities, including employment. Title IX protects all TAS employees and applicants from sex-based discrimination, harassment (including sexual harassment), and retaliation in the workplace. TAS designates the Chief Human Resources Officer as the Title IX Coordinator to oversee compliance with Title IX and handle employment inquiries and complaints.

Staff members who believe they have experienced or witnessed conduct prohibited by Title IX may report it to the Title IX Coordinator or by using the Harassment/Discrimination/Retaliation Complaint Form (Appendix A). Reports will be handled in accordance with Title IX regulations and TAS procedures to ensure a prompt, thorough, and equitable process.

No staff member will be subjected to retaliation for reporting a Title IX concern in good faith or for participating in any related investigation or process.

F. WHISTLEBLOWER POLICY

TAS requires its directors, officers, staff members, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School.

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. REPORTING PROCEDURES

A vital aspect of fostering a healthy and productive work environment is the transparent and effective communication of concerns. Employees play a crucial role in identifying and reporting issues that may impact their well-being or the overall functioning of the workplace. To ensure a smooth process and resolution, follow these steps when reporting a concern in the workplace:

How to Submit a Tip via the “We Tip” Anonymous Hotline:

The link for submitting a tip can be found at www.accelerated.org/submit-an-anonymous-report/

There are four ways reports can be submitted:

1. Phone call
2. Web-based Forms
3. Text-to-Web Form
4. QR Code Posters

Tips for Making a Tip

- Tips can be made anonymously, but giving your name and contact information helps us follow up with you during and after the investigation.
- The more details you can share in your tip, the better.
- Attach screenshots of social media posts to the tip, when available.
- If possible, share where you got the information and from whom you received the information from.

- Do not hesitate to report a tip! If you see something that bothers you, trust your instinct and report it.

H. STANDARDS OF CONDUCT

For more than 25 years, The Accelerated Schools (TAS) 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.

The success of our Schools is dependent on the trust and confidence we earn from our employers, and stakeholders. We gain credibility by adhering to our commitments, displaying honesty and integrity and reaching our Schools goals through honorable conduct.

The Accelerated Schools is committed to creating such an environment because it brings out the full potential in each of us, which, in turn, contributes directly to the success and achievement of our students. We believe that all our employees are leaders and role-models for our students.

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 local, state and federal laws, and exercise good judgment when interacting with students and other members of the school community. Staff members shall engage in conduct that enhance the integrity of TAS, advance the goals of our educational programs, and contribute to a positive organizational climate.

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

For all other staff members, 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, staff member welfare, and the operation of the School may also be prohibited. The following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension, or termination.

- Unexcused and/or repeated tardiness and absenteeism;
- Falsification of employment records, employment information, or other records;
- 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 other staff;
- Theft or the deliberate or careless damage or destruction of any School property, or the property of any staff member or students;
- Removing or borrowing TAS property without prior authorization;

- Unauthorized use of TAS equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on school property;
- Participating in horseplay or practical jokes on school time or on school premises at any time;
- Engaging in criminal conduct whether or not related to job performance;
- Causing, creating, or participating in a disruption of any kind during hours on school property;
- 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.
- Using abusive language at any time on school premises;
- Failing to notify a supervisor when unable to report to work;
- Failing to obtain permission to leave work for any reason normal working hours;
- Failing to observe working schedules, including rest and lunch periods;
- Failing to provide a physician's certificate when requested to do so;
- Unsatisfactory work performance and/or work attitude;
- Engaging in rude or discourteous conduct towards others;
- Sleeping or malingering;
- Disclosing of confidential information;
- 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;
- Working overtime without authorization or refusing to work assigned overtime;
- Wearing and/or displaying, unprofessional, or inappropriate styles of dress while working;
- Violating any safety, health, security, or school policies, rules, or procedures;
- Committing a fraudulent act or breach of trust under any circumstances;
- Committing or involvement in any act of unlawful harassment of another individual;
- Possessing, distributing, selling, transferring, or using-or being under the influence

of alcohol or illegal drugs while on duty, while on TAS property, in the presence of children, or while operating a TAS owned or leased vehicle;

- Carrying firearms or any other dangerous weapons on premises;
- Unprofessional conduct;
- Failure to possess or maintain the degree, credential or certificate required of the position.

I. PROFESSIONAL BOUNDARIES: STAFF/STUDENT INTERACTION POLICY

TAS recognizes its responsibility to make and enforce all rules and regulations governing student and staff member 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.

For purposes of this policy, corporal punishment does not include a staff members 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 as guidance:

A. Examples of PERMITTED Actions (these actions are NOT considered 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 (these actions ARE considered 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 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.

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 staff members 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, they must immediately report the matter to Human Resources. HR will then thoroughly investigate the situation and take the appropriate next steps, including any required reporting. Staff members must also report to HR 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 (Note: this is not an exhaustive list):

Unacceptable Staff/Student Behaviors (Violations of this Policy)

- Giving gifts to a individual student that are of a personal and intimate nature.
- Kissing of any kind.
- Making any type of unnecessary physical contact with a student in a private

situation.

- Intentionally being alone with a student away from the School.
- Making or participating in sexually inappropriate comments.
- Telling jokes of a sexual nature.
- Seeking emotional involvement with a student for your benefit.
- Listening to or telling stories that are sexually oriented.
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- Giving students a ride to/from school or school activities.
- Being alone in a room with a student at school with the door closed.
- Allowing students in your home.
- Making remarks about a student's physical attributes or development.
- Paying excessive attention toward a particular student.
- Sending emails, videos, audio messages, text messages, letters or other forms of communication to students if the content is not about school activities.
- Communicating with students from your personal technology accounts or third-party platforms.

Acceptable and Recommended Staff/Student Behaviors

- Getting parents' written consent for any before or after-school activity.
- Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- Sending professionally written emails, videos, audio messages, text messages or other forms of communication to students that pertain exclusively to classroom and school activities. Note: All such communication should be limited to school technology.
- Keeping the door open when alone with a student.
- Keeping reasonable space between you and your students.
- Stopping and correcting students if they cross personal boundaries.
- Keeping parents informed when a significant issue develops about a student.
- Keeping after-class discussions with a student professional and brief.
- Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- Involving your supervisor if conflict arises with a student.
- Informing the Principal about situations that have the potential to become more severe.
- Making detailed notes about an incident that could evolve into a more serious situation later.
- Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- Asking another staff member to be present if you will be alone with any type of

special needs student.

- Asking another staff member to be present when you must be alone with a student before or after regular school hours.
- Giving students praise and recognition without touching them.
- Giving light pats on the back, high fives and handshakes.
- Keeping your professional conduct a high priority.
- Asking yourself if your actions are worth your job and career.

J. CHILD NEGLECT AND ABUSE REPORTING

Any staff member who knows or reasonably suspects a child has been the victim of child abuse shall promptly follow the reporting procedures below. All staff members at TAS are considered mandatory reporters.

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.

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 fighting between two or more 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 their employment as a peace officer. School staff members are required to report instances of child abuse when the employee has a “reasonable suspicion” that child abuse or neglect has occurred.

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 staff member 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 or guardians.

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.

K. DRESS STANDARDS

Staff are expected to maintain a professional appearance that reflects the high standards of our educational environment. Attire should be neat, clean, and appropriate for a school setting, fostering a respectful and conducive atmosphere for learning. Clothing should avoid extremes in fashion and fit, ensuring modesty and propriety. Shorts and casual wear are generally not acceptable during instructional hours, except on designated casual or spirit days. Footwear should be safe and suitable for the duties being performed. Staff are generally expected to wear appropriate footwear that is safe and suitable for the school environment. This typically includes shoes that cover the entire foot and are not open-toed, backless, or slippers. Staff are encouraged to use good judgment and consider their role and the diverse community they serve when selecting their daily work attire.

L. COMPLAINT/GRIEVANCE PROCEDURE

TAS maintains a uniform complaint policy covering complaints alleging violation of federal or state laws or regulations governing educational programs. Complaints are to be made in writing, with assistance from the school member if the complainant is unable to do so. An investigation will be conducted according to the School's Policy and Administrative Regulations. Board Policy prohibits retaliation in any form for the filing of a complaint, the reporting of instances of discrimination or for participation in compliant procedures.

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

M. CONDUCT & EMPLOYMENT OUTSIDE WORK

TAS prohibits outside employment (including self-employment) that conflicts with employment at TAS, impacts the staff member's work performance or schedule, and/or affects the business interests of TAS. Other than these instances, TAS will generally not prohibit staff members from pursuing 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 staff member that affects or has the potential to affect TAS. If you have a question about whether or not an outside role, job or activity may have a conflict or may negatively impact TAS, please reach out to Human Resources.

N. 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 a staff member's work performance, efficiency, safety, and health, and therefore seriously impair the staff member'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 staff members, students, and our entire community, we

do not 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.

A staff member'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 staff members with alcohol or drug dependencies to seek treatment and/or rehabilitation. Staff members 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.

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

- 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;
- Driving a vehicle on TAS business while under the influence of alcohol or an illegal drug, intoxicant, or controlled substance;
- 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;
- Testing positive on a required or requested drug or alcohol test or screen;
- Violating any TAS rule or policy regarding substance abuse.

O. INVESTIGATIONS OF CURRENT EMPLOYEES

TAS may occasionally find it necessary to investigate current staff member, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers or others. Staff member investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the staff member 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 staff member with any required notices and forms. Staff members 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 for failure to do so.

P. EMPLOYEE REVIEWS AND EVALUATIONS

Administrative and Classified Staff

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

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 staff members 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 each review, staff 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.

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 staff members to discuss their job performance on an ongoing basis with their supervisor.

Q. CONFIDENTIALITY

Information about TAS, its staff members, students, volunteers, community partners, 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 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, volunteers, community partners, vendors, 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 written authorization.

Confidential information obtained during or through employment with TAS may not be used or disclosed by staff, except if it is directly job related. Staff members must also maintain the confidentiality, use or disclosure of confidential information at all times even following that staff members completion of employment from TAS. 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.

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

R. BENEFITS

i. HOLIDAYS

For staff members who are not members of the certificated bargaining unit, TAS observes the following paid holidays:

January

New Year's Day

Martin Luther King Jr. Day

July

Independence Day

February

President's Day

September

Labor Day

March

Cesar Chavez Day

November

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving Day

May

Memorial Day

December

Christmas Day

June

Juneteenth

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.

Eligible staff members begin holiday pay after completion of their 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 staff members who 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 the staff member would have otherwise worked on that day. Holiday pay is not counted for the purpose of calculating a staff members overtime hours of work or overtime premiums. Non-exempt staff members required to work on a designated holiday will receive straight time pay.

ii. SHUT DOWN PERIOD

During the academic year, TAS will have both a winter and spring break. TAS will remain open during part of the winter break. However, we will have two shut down periods: (1) December 25th – January 1st and (2) the first week of July. Eligible administrative and classified salaried staff will be given this time off with pay.

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

iii. 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 staff members and their dependents. All eligible staff members qualify for medical coverage the first of the month following 30 days of employment. Staff members should consult the Benefit Plan Summary for complete information about eligibility and the details of TAS' medical insurance plans which are available from Human Resources.

ii. **Disability Insurance**

Each staff member 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 Human Resources.

iii. **Unemployment Compensation**

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

iv. **Social Security**

Non-certificated and some certificated staff are legally required to make contributions into Social

Security. TAS matches each staff members Social Security contribution dollar for dollar. Staff members may be eligible to receive these benefits upon retirement and/or perhaps in other circumstances in accordance with the federal laws.

v. California State Teachers Retirement (CalSTRS)

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

TAS provides staff members with workers' compensation benefits in accordance with law. Staff members shall report any work-related injury or illness to their supervisor and the HR Department immediately. The staff member and/or Human Resources, depending on the nature of the injury/illness, shall next contact Company Nurse Injury Hotline at (888) 770-0929. Staff with work-related injuries or illnesses will be referred to one of the School's industrial care facilities, unless the employee has previously pre-designated a personal physician for treatment. Additional information regarding industrial accident and illness leave benefits can be found in the collective bargaining agreements. Questions regarding workers' compensation benefits can be answered by the HR Department.

S. LEAVES OF ABSENCE

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

I. GENERAL PROVISIONS

TAS may grant a leave of absence in certain circumstances. Staff member 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. Staff member will be notified by their respective supervisor and/or Principal whether a leave request is granted or denied. If leave is granted, the staff member 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.

Staff member 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 a staff member is on a leave of absence. Upon return from a leave of absence, staff member 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 staff member's return. Requesting or receiving a leave of absence in no way relieves staff member 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.

ii. PAID TIME OFF

TAS provides paid time off to all eligible staff member 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. Staff members may also use PTO 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 staff member is the equivalent of a family relationship) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Finally, a staff member may take PTO to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

A staff member requesting the use of 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 staff member 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 staff members 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.

PTO may not be used for the purposes outside of what is specified in this policy. If TAS is made aware of a staff member 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 staff member'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 a staff member misses work due to an illness, injury or disability. The staff member may be asked to provide a statement which verifies that an injury or disability existed, its beginning and ending dates, and/or the staff members 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 staff member'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 a staff member's regular schedule. PTO benefits will be fully integrated with other benefits available so that at no time will a staff member be paid more than regular compensation. Any misuse of PTO by a staff member will result in disciplinary action including termination.

Staff members are required to use all available Paid Time Off (PTO) when requesting time off for personal, medical, or other non-work-related reasons. PTO must be used in accordance with the school's time-off request procedures and must be approved in advance by the staff member's direct supervisor, except in cases of emergency.

Staff may not take time off without following the proper procedures or without prior approval. Taking time off without approval is considered a violation of policy and may result in disciplinary action.

PTO may not be taken as "unpaid" time while a staff member still has available PTO hours. All available PTO must be exhausted before unpaid leave will be considered. Additionally, PTO may not be used on designated holidays or during hours outside a staff member's regular work schedule.

PTO benefits will be fully integrated with other benefits available to the employee to ensure that no staff member receives more than their regular compensation during any absence. Any misuse of PTO, including misrepresentation of the reason for time off or failure to follow procedures, may result in disciplinary action, up to and including termination.

If all PTO has been exhausted and a staff member requires additional time off, the absence will be considered unpaid leave. In such cases, the staff member must notify both Human Resources and Payroll as soon as possible—and no later than five (5) business days prior to the anticipated absence—unless the leave is due to an emergency or unforeseeable circumstance. Unpaid leave may impact benefits eligibility and pay schedules. Staff members are strongly encouraged to consult with Human Resources to understand the potential effects of unpaid leave on their employment status and benefits.

California State Teachers' Retirement System (CalSTRS) Members: If a member is on paid leave and continues to receive compensation from the school, service credit will continue to accrue. However, once the member is no longer receiving pay from the district while on leave, service credit will cease to accrue. In such cases, members may have the option to purchase service credit for the period of unpaid leave.

Failure to follow these procedures may result in delays in payroll processing or disciplinary action, up to and including termination, depending on the nature and duration of the

unauthorized leave.

Staff members may request to donate PTO for other staff members. The donation of PTO is strictly voluntary. The donation of PTO 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 PTO days a staff member 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 Human Resources.

Donated PTO can be used for medical emergencies, including:

- Illness, including mental health, or injury, condition of the staff member or an immediate family member that will require the prolonged/extended absence of the staff member from duty and will result in a substantial loss of income to the staff member due to the exhaustion of all paid leave available. Maternity leave does not count as a medical emergency.

Staff members who wish to donate PTO days must complete and submit a “Request to Donate PTO” form to Human Resources. The approval of donated or requested PTO will be at the sole discretion of the CEO.

Eligible staff members may accumulate up to 320 hours (40 days) of PTO per year and can cash out their available PTO balance at the end of the school year.

Certificated Staff:

The following language is for members of the bargaining unit.

Personal Leave

1. Personal Leave Days

All salaried employees receive 11 personal leave days frontloaded in the beginning of the school year. If any employee knows beforehand that they will be absent for more than one day, a request must be submitted to their supervisor and then forwarded to HR for review. For personal leaves extending beyond three consecutive days, a doctor’s note may be required. Staff members may accumulate up to 40 personal days, but may not use more than 10 days consecutively except for extreme emergencies or health reasons.

2. Personal Leave Buy Back Program

As an incentive for attendance, salaried employees can earn additional compensation each year through the School’s personal leave buyback program. At the end of the School’s fiscal year, the School may, with the agreement of the employee, purchase unused personal leave days from the staff member at the staff member’s daily salary rate.

iii. 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 staff 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.”

- Eligibility Criteria

To be eligible for FMLA leave, the staff member 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) staff members within seventy-five (75) miles, (except for purposes of baby-bonding where the threshold is twenty (20) staff members).

- 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 staff members’s newborn child or a child placed with the staff member 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 staff member’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the staff member 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 staff member 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 them to the facility with the expectation that they 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 a staff member 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 staff member 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 staff member 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 staff member's normally scheduled workweeks. For a full-time staff member 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, a staff 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 staff member 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 staff member's FMLA leave entitlement. Similarly, if a staff uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which the staff member partially takes leave does not count against the staff member's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

- Pay during FMLA Leave

1. If a staff member is receiving a partial wage replacement benefit during the FMLA leave, the School and the staff member may agree to have School-provided paid leave, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. A staff member 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 a staff member has exhausted their 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 staff member benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of staff member 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 staff member written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If a staff member is required to pay premiums for any part of their group health coverage, the School will provide the staff member 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 a staff member during FMLA leave if:

1. The staff member fails to return from leave after the period of leave to which the staff member is entitled has expired. A staff member 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 staff member'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 staff member to FMLA leave, or other circumstances beyond the control of the staff member.

- Seniority

A staff member on FMLA leave remains a staff member and the leave will not constitute a break

in service. A staff member who returns from FMLA leave will return with the same seniority they had when the leave commenced.

- Medical Certifications

1. A staff member requesting FMLA leave because of their 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 staff member in writing if the certification is incomplete or insufficient, and will advise the staff member what additional information is necessary in order to make the certification complete and sufficient. The School may contact the staff member'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. Staff should request FMLA leave by completing a Request for Leave form and submitting it to Human Resources. A staff member asking for a Request for Leave form will be given a copy of the School's then-current FMLA leave policy.
2. Staff members should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or a 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, staff 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 staff member's own serious health condition or the serious health condition of the staff member'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 staff member's child or the placement of a child with the staff member 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 a staff member needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the staff member or a family member, the staff member may be transferred temporarily to an available alternative position for which they are qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the staff member'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 staff member in writing that the leave will be counted against the staff member's FMLA leave entitlement. This notice will explain the staff member'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, a staff member (other than a "key" staff member 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 a staff member (other than a "key" employee), the School will give the staff member a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
 3. Before a staff member will be permitted to return from FMLA leave taken because of their own serious health condition, the staff member must obtain a certification from a health care provider that they are able to resume work.
 4. If a staff member can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the staff member as required by law. If accommodation cannot be made, the staff member will be medically separated from the School.

- Limitations on Reinstatement

1. TAS may refuse to reinstate a “key” staff member if the refusal is necessary to prevent substantial and grievous injury to the School’s operations. A “key” staff member is an exempt salaried staff member who is among the highest paid 10% at TAS within seventy-five (75) miles of the staff member’s worksite.
2. A “key” staff member will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that they qualify as a “key” staff member 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 staff member is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the “key” staff member in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the staff member’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 staff member at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

- Employment during Leave

No staff member, on leave including staff members FMLA leave, may accept employment with any other staff member without the School’s written permission. A staff member who accepts such employment without the School’s written permission will be deemed to have resigned from employment at the School.

iv. PREGNANCY DISABILITY LEAVE

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female staff member 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.

- Eligibility Criteria

To be eligible for pregnancy disability leave, the staff member 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 Staff 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 staff member 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 staff member 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 staff member would normally work within four months. For a full-time staff member 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 staff members 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 a staff member 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 a staff member 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 a staff member's pregnancy disability leave, a staff member 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. A staff member 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 a staff member 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 a staff member if both of the following conditions are met:

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

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

- Medical Certifications
 1. A staff member requesting a pregnancy disability leave must provide medical certification from a 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. A staff member should request pregnancy disability leave by completing a Request for Leave form and submitting it to Human Resources. A staff member asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
 2. Staff members 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, staff members 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 staff member's healthcare provider.
5. If a staff member needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the staff member may be transferred temporarily to an available alternative position for which they 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 staff member in writing and leave will be counted against the staff member's pregnancy disability leave entitlement. This notice will explain the staff member'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, a staff member is entitled to the same position unless the staff member would not otherwise have been employed in the same position at the time reinstatement is requested. If the staff member is not reinstated to the same position, they must be reinstated to a comparable position unless one of the following is applicable:
 - a. TAS would not have offered a comparable position to the employee if they would have been continuously at work during the pregnancy disability leave.
 - b. There is no comparable position available, to which the staff member is either qualified or entitled, on the staff member's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the staff member 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 staff member's original position in

terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to a staff member, the School will give the staff member a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with TAS policy, before a staff member 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 they are able to resume work.
4. If the staff member can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the staff member as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

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

v. INDUSTRIAL INJURY LEAVE (WORKERS' COMPENSATION)

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

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

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

- Immediately report any work-related injury to Human Resources;
- Seek medical treatment and follow-up care if required;
- Complete a written staff member's Claim Form (DWC Form 1) and return it to the HR; and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the staff member'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 staff member 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 a staff member is injured on the job, they are 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 Human Resources. Failure by a staff member to report a work-related injury by the end their shift could result in loss of insurance coverage for the staff member. A staff member may choose to be treated by their personal physician at their own expense, but they are still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported by the staff member in conjunction with HR, to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the staff member 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.

vi. MILITARY AND MILITARY SPOUSAL LEAVE

TAS shall grant a military leave of absence to any staff member 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 staff members 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 staff member's health benefits. For service of more than thirty (30) days, staff members 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 staff members serving in the National Guard, TAS will reinstate those staff members 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 staff members serving in the National Guard, if they left a full-time position, the staff member must apply for reemployment within forty (40) days of being released from active duty,

and if they left part-time employment, the staff member must apply for reemployment within five (5) days of being released from active duty.

A staff member 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 staff members 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, a staff member 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 staff member's military spouse will be on leave from deployment, and (2) documentation certifying that the staff member's military spouse will be on leave from deployment during the time that the employee requests leave.

VII. 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.

TAS does not guarantee reinstatement following a personal leave.

VIII. DISABILITY LEAVE

Consistent with state and federal disability laws, TAS may provide a limited leave of absence from work to qualified disabled staff members who need time away from work as a form of reasonable accommodation. TAS may require staff members 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.

IX. FUNERAL OR BEREAVEMENT TIME OFF

Any employee may take up to five (5) consecutive workdays off with pay within 30 days following the death of an immediate family member of the staff member's or the staff member's current spouse. Funeral or Bereavement time will be paid on a pro-rated basis for those staff members who 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 staff member.

X. REPRODUCTIVE LOSS LEAVE

Any staff member may take up to five (5) consecutive workdays off with pay following a

reproductive loss event defined as a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction. If a staff member experiences more than one reproductive loss event within a 12-month period, TAS is not obligated to provide leave time greater than 20 days. A staff member is eligible for the leave after 30 days of employment. The leave must be taken within three months of the reproductive loss. The leave may be taken on nonconsecutive days. The reproductive loss leave may be unpaid, but staff members may use other paid leave balances available.

XI. JURY DUTY OR WITNESS LEAVE

For all exempt staff member, the School will pay for time off if a staff member is called to serve on a jury provided the staff member continues to perform work duties as assigned. For all non-exempt staff members, the School will pay for up to three (3) days if a staff member is called to serve on a jury. Please submit the Jury Duty summons to the HR department.

XII. BONE MARROW AND ORGAN DONOR LEAVE

As required by law, eligible staff member 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 staff members 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 staff member must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

A staff member requesting Donor Leave must provide written verification to Human Resources that they are 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 staff member 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 staff member has an insufficient number of paid leave days available, the leave will otherwise be paid.

Staff members 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.

XIII. VICTIMS OF ABUSE LEAVE

TAS provides reasonable and necessary unpaid leave and other reasonable accommodations to staff members 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 staff member's own health, safety or welfare, or that of the staff member's child or children. Staff members 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, staff members should provide Human Resources 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:

- A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
- A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
- 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.

Staff members 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, a staff member should contact the HR Department.

XIV. VOTING TIME OFF

If a staff member 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, a staff member 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 their supervisor or the Principal at least two (2) days notice.

XV. TIME OFF FOR VOLUNTEER FIREFIGHTERS

A registered volunteer firefighter who would like to perform emergency duty during work hours

must notify their supervisor and the Principal in advance of their status as such a volunteer, and shall provide written certification of such status. Also, staff members should alert their supervisor before leaving TAS premises when summoned for emergency duty. All time off to serve as a volunteer firefighter is unpaid.

XVI. SCHOOL APPEARANCE AND ACTIVITIES LEAVE

As required by law, TAS will permit a staff member 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 a staff member of TAS, the employee that first provides the leave request will be given the requested time off.

The staff member requesting school leave must provide reasonable advance notice of the planned absence. The staff member 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 staff member must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the staff member must provide a copy of the notice from the child's school requesting the presence of the employee.

IX. 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 safe and 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, staff, contract workers, temporary staff members, volunteers, vendors, 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 safe and 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 management system and are wearing appropriate visitor badges.
- Always report any suspicious persons or activities to security personnel.
- Secure your desk or office at the end of the day.
- When called away from your work area for an extended length of time, do not leave valuables and/or personal articles in or around accessible areas.

The security of facilities as well as the welfare of our students and staff depends upon the alertness and sensitivity of every individual to potential security risks. Staff members should immediately notify their Principal or supervisor 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 their personal safety or the safety of their 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 staff members. 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 staff members, 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:

- Threats or acts of physical or aggressive contact directed toward another individual;
- Threats or acts of physical harm directed toward an individual or their family, friends, associates, or property;
- The intentional destruction or threat of destruction of TAS property or another employees' property;
- Harassing or threatening phone calls, texts, emails, videos or other forms of communication;
- Surveillance;
- Stalking;
- Veiled threats of physical harm or similar intimidation;

- 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. Staff members 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 staff, a judgment will be made by TAS as to what actions are appropriate, including possible medical evaluation and/or disciplinary action.

Once a threat has been substantiated, it is TAS' policy to put the person who made the threat on notice that they will be held accountable for their 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.

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 will undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.

B. OPERATION OF VEHICLES

The use of TAS-owned or TAS-leased vehicles and rental of vehicles for TAS business are limited to authorized staff members. 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 staff members 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 staff members whose job responsibilities include driving. In the event that the license status or driving record of any staff member whose job responsibilities include driving becomes unacceptable to management or TAS insurance carrier, that staff member may be restricted from driving, reassigned, suspended, or terminated, at TAS' discretion.

It is the responsibility of every staff member 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 staff members may drive their own personal vehicles while conducting TAS business. These staff members must maintain adequate personal automobile liability insurance. Staff members 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. Staff members 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.

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 staff member and without notice to the staff member.

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

TAS' technical resources, such as its computer system, voice mail system, cameras, 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. Staff member computer data, text messages, videos, voice mail and other audio messages, and email transmissions may be reviewed by the Principal or other authorized TAS staff member at any time, without notice to the staff member, not necessarily in the staff member's presence. Staff are otherwise permitted to use TAS equipment for occasional, non-work purposes with advance written permission from their direct supervisor. Nevertheless, staff members 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.

Staff members 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 staff member to substantial fines and/or imprisonment. Therefore, staff members may not load personal software onto TAS' computer system, and may not copy software from TAS for personal use. All staff members must contact the Technology Department 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.

Main Offices has 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. TAS also prohibits the use of cell phones by staff members, 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 staff member. Offensive content include, but is not limited to, sexual comments or images, racial, ethnic or gender-slurs, 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 staff members 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 a staff member'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 staff member to carry out business on behalf of TAS, unless previously authorized for non-business use. Staff members should 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 certain 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 staff members. Staff members are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Acceptable Use Agreement. Staff who do not safeguard their passwords from unauthorized student use, or who allow a student to access computers in violation of the Student and staff member Acceptable Use Agreement, will be subject to discipline, up to and including termination.

Internet use, unless previously authorized, is for School purposes only. Staff using the internet through the TAS' communications equipment and technology must respect all copyright laws. Staff members 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. Staff members 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, racial, ethnic or gender slurs 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. 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 staff member against the interests of TAS. Staff members must not use TAS' communications equipment and technology for the unauthorized disclosure, use and/or dissemination of personal information regarding students.

Staff members should not attempt to gain access to another staff member's email files or voicemail messages without the latter's express permission. Each staff member is responsible for the content of the messages sent using their TAS issued equipment. It is strictly prohibited to use another staff member's computer to send messages to create the appearance that they are from that staff member.

We live in an age when most staff members have a personal cell phone in their possession at work. It is the TAS policy that all staff members 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. Staff members 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 staff member's email account.

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

F. BLOGS AND SOCIAL MEDIA WEBSITES

If a staff member decides to blog or comment on a social media website that discusses any aspect of their workplace activities, the following restrictions apply:

- TAS equipment, including its computers and electronics systems, may not be used for these purposes.
- Student and staff member confidentiality policies must be adhered to.
- Staff members must make clear that the views expressed in their blogs or social media site are their own and not those of the TAS.
- Staff members may not use the TAS/School logos, trademarks and/or copyright material and are not authorized to speak on behalf of TAS.
- Staff members are not authorized to publish any confidential information maintained by TAS
- Staff members must comply with all TAS policies, including, but not limited to, rules against harassment, sexual harassment and retaliation.
- TAS reserves the right to take disciplinary action against any staff member whose blog or comments made on social media websites violate this or other TAS policies.

G. OFF-DUTY USE OF FACILITIES POLICY

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

H. STAFF MEMBER PROPERTY

A staff member'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 staff members. TAS is also not responsible in the event of break-ins, fire, or other events which may result in damage or loss to

staff members property.

I. SOLICITATION & DISTRIBUTION OF LITERATURE

TAS has established the following rules to govern solicitation and distribution of written material during working time and entry onto the premises and work areas.

1. No staff member shall solicit or promote any cause or organization, which is not related to TAS business or which has not been pre-approved by authorized TAS administrator, during working time or during the working time.
2. No staff member shall distribute or circulate any material which has not been pre-approved by authorized TAS administrator for distribution in work areas at any time, during working time.
3. Non-staff members will not be permitted to solicit or to distribute 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 staff members are paid and/or is scheduled to be performing services for TAS; it does not include break periods, meal periods, or periods in which an staff members not, and not scheduled to be, performing services or work for TAS.

J. HEALTH & SAFETY

The health and safety of staff members 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 staff members are responsible for their own safety, as well as that of others in the workplace. TAS must rely upon staff members to ensure that work areas are kept safe and free of hazardous conditions. Staff members should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. Staff members should report any unsafe conditions or potential hazards to their supervisor immediately, even if they believe they have corrected the problem. If a staff member 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 Director of Operations or the Principal regarding the problem.

Periodically, TAS may issue rules and guidelines governing workplace safety and health. Staff members should familiarize themselves with these rules and guidelines since strict compliance will be expected. 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 or Principal as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist staff members 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. For any questions on the Injury and Illness Prevention Program, contact Human Resources.

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

K. OCCUPATIONAL SAFETY

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

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.

L. REPORTING FIRES AND EMERGENCIES

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

M. SMOKING

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

X. TERMINATION

This section 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 a staff member voluntarily resigns from his or her employment, or fails to report to work for three consecutively scheduled workdays without notice to, or approval by their supervisor. TAS asks that staff members 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. 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 staff members 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 staff members within a thirty (30) day period), to help prepare affected individuals. If possible, staff members 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 staff members will be subject to layoff, the School will take into account, among other things, the operation of the School and those staff members necessary to meet the operational requirements, the skill, productivity, ability, and past performance, and also, when feasible, 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

When a staff member's employment with TAS ends—whether voluntarily or involuntarily—they are required to complete the separation process with the HR department. This includes confirming their last day of work.

Step 1: Complete the separation paperwork:

- Notice of change in relationship form – This form is used to acknowledge that both the staff member and TAS recognize that the staff member's status has changed due to the termination, whether voluntary or involuntary.
- COBRA election form & COBRA letter - This form is given to staff members who were eligible for insurance benefits during their employment at TAS. Staff members may choose to continue their benefit coverage, at their own cost, through the COBRA plan.
- 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.
- "For Your Benefit" booklet – This booklet is given to all employees to inform them about unemployment insurance.

Step 2: The staff member must return any school property that may have been issued during employment to the HR department.

Step 3: If the termination was voluntary, the staff member will receive their final paycheck within three (3) days of their termination date. If the termination was involuntary, staff member will receive their final 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.

Please file this form with Human Resources or email to humanresources@accelerated.org.

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.

Charges of harassment, discrimination, and retaliation are taken very seriously by TAS 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):

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

Email address and contact number

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

Email address and contact number

To be completed by School:

Received by: _____

Date: _____

APPENDIX C

ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

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

NAME: _____

I ACKNOWLEDGE that I have received a copy of the Personnel Policy Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. 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.

I understand that the statements contained in the Handbook are guidelines for staff members 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 TAS. 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 TAS.

Employee's Signature: _____ Date: _____

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