



EMPLOYEE HANDBOOK

HIGHLANDS COMMUNITY CHARTER AND TECHNICAL SCHOOLS

VERSION 08/19/26

FOR EMPLOYEES OF HCCTS

Contents

Introductory Statement.....	0
Statement of At-Will Employment Status.....	2
Equal Employment Opportunity.....	2
Applicants and Employees with Disabilities.....	3
Religious Observances (Prayers During Work Hours).....	3
Lactation Accommodation.....	3
Reasonable Accommodations for Pregnant Workers Policy.....	4
Policy Against Harassment, Discrimination and Retaliation.....	5
I. Purpose of Policy.....	5
II. Harassment Defined.....	6
III. Reporting and Investigating Harassing, Discriminatory and Retaliatory Conduct.....	6
A. Complaint Reporting Process.....	6
B. Where to Report Complaint to the School.....	7
C. Title IX Reporting.....	7
D. Contents of Complaint.....	7
E. Response to Complaint (Investigation).....	8
IV. Corrective Action.....	8
V. No Retaliation.....	8
V. Anti-Harassment Training.....	9
VI. Zero Tolerance.....	9
Support Academic Futures and Education for Today's Youth ("SAFETY") Act.....	9
Whistleblower Protection.....	10
Employment of Relatives.....	10
Hiring Requirements.....	10
Job Duties.....	12
I. Extra Duty Assignments.....	12
Rehire Eligibility and Service Recognition.....	13
I. Eligibility for Rehire.....	13
II. Ineligibility for Rehire.....	13
Conflicts of Interest.....	13
I. Gifts.....	14
II. Outside Activities.....	14
III. Close Personal and Familial Relationships.....	14
Open Door Policy.....	15
Employee Complaint Reporting Procedure.....	15
I. Purpose and Scope.....	15
II. Procedure.....	15
A. Filing of Complaint.....	15

B. Investigation.....	16
C. Non-Retaliation.....	16
Performance Evaluations.....	16
Employee Classifications.....	17
I. Regular Full-Time Employees.....	17
II. Regular Part-Time Employees.....	17
III. Temporary Employees.....	17
IV. Exempt/Nonexempt Employees.....	18
V. Salaried Employees.....	18
VI. Hourly Employees.....	18
VII. Change in Employment Status.....	18
Hours of Work, Overtime and Pay Day.....	18
I. Hours of Work.....	18
II. Day of Rest.....	19
III. Meal and Rest Periods.....	19
A. Meal Periods.....	19
B. Rest Periods.....	21
C. Meal and Rest Periods Are Encouraged.....	21
D. Indoor and Outdoor Heat Recovery Periods.....	22
E. Daily Timekeeping, Meal Period and Rest Period Reporting Form.....	22
IV. Overtime Pay.....	22
A. Overtime Definition and Rates of Pay.....	22
B. Workweek and Workday.....	23
C. Pre-Authorization.....	23
D. Makeup Time.....	23
VI. Safe Harbor Policy for Exempt Employees.....	23
VII. Place and Time for Payment of Wages.....	25
A. Regular Pay Days.....	25
B. Payment on Resignation, Termination, or Completion of Assignment or Term.....	25
C. Garnishments.....	25
D. Payroll Deductions.....	25
Timekeeping.....	25
I. Start of the Workday.....	26
II. End of Workday.....	26
Attendance and Tardiness.....	27
Personnel Records.....	27
I. Personnel Files.....	27
II. Payroll Records.....	28
Termination, Discipline, and Rules of Conduct.....	28

I. Termination.....	28
A. Voluntary Termination.....	28
B. Involuntary Termination.....	28
C. Termination Due to Reorganizations, Economics, or Lack of Work.....	28
II. Discipline and Rules of Conduct.....	29
A. Misconduct.....	29
B. Discipline.....	30
Professional Boundaries: Adult-Student Interactions Policy.....	31
I. Acceptable and Unacceptable Behaviors.....	31
A. Unacceptable Behaviors.....	31
B. Acceptable Behaviors.....	33
II. Boundaries Violation Reporting.....	34
III. Investigating.....	35
IV. Consequences.....	35
Child Abuse and Neglect Reporting.....	35
Adult Abuse and Neglect Reporting.....	36
Drug and Alcohol Abuse Policy.....	36
I. Testing.....	37
II. Violations.....	38
Workplace Violence Prevention Plan.....	38
VI. Workplace Violence Prevention Plan and Training.....	38
V. Corrective Action and Discipline.....	39
VII. Employee Assistance Program.....	39
Confidential Information.....	39
Computer Usage and Privacy.....	40
Social Media Policy.....	44
Teleworking Policy.....	46
Electronic Surveillance.....	48
External Communications.....	49
I. Media Contacts.....	49
II. Outside Attorneys and Investigators.....	49
III. Employee References.....	49
Dress and Grooming Standards.....	50
Operational Considerations.....	50
I. Employer Property.....	50
II. Employee Property.....	50
III. Security.....	50
V. Health and Safety.....	51
VI. Emergency Contact.....	51

VII. Workplace Rights.....	51
VIII. Heat Prevention Policies.....	52
A. Indoor Heat Prevention.....	52
B. Outdoor Heat Prevention.....	52
VII. Smoking Policies.....	52
VII. Housekeeping.....	52
VIII. Parking.....	52
IX. Conducting Personal Business.....	53
X. Employees Who Are Required to Drive.....	53
XI. Expense Reimbursements.....	54
A. Mileage.....	54
B. Cell Phones.....	54
C. Other Expenses.....	55
Solicitations, Distributions, and Access.....	55
Holidays.....	56
I. Paid Holidays by Work Calendar.....	56
Vacations.....	57
Sick Leave.....	58
I. Eligibility.....	59
II. Leave Benefit.....	59
III. Leave Usage.....	59
V. Personal Necessity Leave.....	60
IV. Compensation for Sick Leave.....	61
V. Approval.....	61
VI. Non-Retaliation or Discrimination.....	61
Leaves of Absence.....	61
I. Family Care and Medical Leave.....	61
A. Employee Eligibility Criteria.....	61
B. Events That May Entitle an Employee To FMLA/CFRA Leave.....	62
C. Amount of FMLA/CFRA Leave Which May Be Taken.....	62
D. Pay during FMLA/CFRA Leave.....	63
E. Health Benefits.....	63
F. Seniority.....	64
G. Medical Certifications.....	64
H. Procedures for Requesting and Scheduling FMLA/CFRA Leave.....	64
I. Return to Work.....	65
J. Employment during Leave.....	65
II. Pregnancy Disability Leave.....	65
A. Employee Eligibility Criteria.....	66

B. Events That May Entitle an Employee to Pregnancy Disability Leave.....	66
C. Duration of Pregnancy Disability Leave.....	66
D. Pay during Pregnancy Disability Leave.....	66
E. Health Benefits.....	67
F. Seniority.....	67
G. Medical Certifications.....	67
H. Requesting and Scheduling Pregnancy Disability Leave.....	67
I. Return to Work.....	68
J. Employment during Leave.....	69
III. Other Disability Leaves.....	69
IV. Medical Emergency Leave-Sharing Program.....	69
V. Other Leaves of Absence.....	71
A. Military and Military Spousal Leave of Absence.....	71
B. Jury Duty/Witness Duty.....	71
C. School Appearance and Activities Leave.....	72
D. Time Off for Voting.....	72
E. Bereavement Leave.....	72
F. Reproductive Loss Leave.....	72
G. Victims of Abuse Leave.....	73
H. Leave for Bone Marrow and Organ Donors.....	73
I. Unpaid Leave of Absence.....	74
Employee Benefits.....	74
I. Insurance Benefits.....	74
A. Workers' Compensation Insurance.....	74
B. State Disability Insurance.....	75
C. California Paid Family Leave Benefits.....	75
D. Short-term and Long-term Disability Insurance (School-Provided Benefit).....	76
E. Medical, Dental, and Vision Insurance.....	76
F. Life Insurance.....	76
G. Accidental Death and Dismemberment.....	77
H. Premium Payments for Employees on Leave.....	77
I. Conversion/Post-Employment Insurance Options.....	77
J. Insurance Coverage Information.....	77
II. Employee Assistance Program.....	77
III. Retirement Benefits.....	77
ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK.....	78
APPENDIX A.....	0
APPENDIX B.....	1

Introductory Statement

Welcome to Highlands Community Charter and Technical Schools (HCCTS or the School). Highlands Community Charter School, California Innovative Career Academy, and its subsidiaries (HCCS and CICA) offer this Employee Handbook to assist employees in understanding our processes as a new employee and, for those who have been with the School for a while, to refresh their understanding.

As an employee of HCCTS, the importance of your contribution cannot be overstated. Our goal is to provide the finest first-class education to our students in an environment that supports individual student endeavors and celebrates success.

Employees are an important part of this process. Their work directly influences HCCTS's achievements and ultimately its reputation. The School believes that employees have chosen to work in a dynamic team environment at HCCTS. All employees' complete participation and support are truly appreciated.

As an employee of the School, we hope you will find your employment to be both rewarding and challenging. Because the quality of our employees is the key to our success, we carefully select our new employees. In turn, we expect employees to contribute to the success of the School.

This Employee Handbook ("Handbook") sets forth the terms and conditions of employment for all employees of the School. The School reserves the right to change, suspend, revoke, terminate, or supersede provisions of this Handbook at any time without prior notice. Employees are responsible for knowing about and understanding those changes once they have been disseminated. The School also reserves the right to interpret the provisions of this handbook. For this reason, employees should check with the Human Resources Director to obtain information regarding specific employment guidelines, practices, policies, or procedures. Except as otherwise provided in this handbook, no one has the authority to make any promise or commitment contrary to what is in this handbook.

However, no modification or change to this Handbook will modify the policy of at-will employment unless specifically set forth in a writing, signed by the Executive Director of the School or designee and the affected employee. If terms contained in a specific employment agreement conflict with policies and procedures contained in this Handbook, the employee shall adhere to their employment agreement. In addition, this handbook is not intended to cover all possible situations that may arise in your employment relationship with the School.

This Handbook contains the policies in effect at the time of publication. All previously issued employee handbooks, and any inconsistent policies or memoranda are superseded. With the exception of the statement of at-will status, nothing in this Handbook constitutes, nor should be construed as, an implied or express contract of employment.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate School documents. These School documents are always controlling over any statement made in this handbook or by any member of management.

It is important that all employees read, understand, and follow the provisions of the Handbook. If you need further information, or if you wish to discuss any policy in this Handbook, please feel free to contact the Human Resources Director.

This handbook replaces all earlier handbooks, supersedes all prior inconsistent policies, practices and procedures, is the property of the School, and it is intended for personal use and reference by employees of the School.

Employees must sign the acknowledgement form at the end of this handbook. Once completed, the signed acknowledgement will be saved to the employee's personnel file. This will provide the School with a record that each employee has received, read and understood this handbook.

Employees are encouraged to become familiar with HCCTS's Local Control and Accountability Plan (LCAP), organizational goals, and mission. Understanding these priorities helps ensure that each employee's work supports the School's commitment to student success and contributes to the shared vision and direction of HCCTS.

Welcome again to HCCTS, where "It's Never Too Late..."

Statement of At-Will Employment Status

Employment at the School is employment at-will. Employment at HCCTS is at-will and may be terminated with or without cause and with or without notice at any time by either the employee or the School. Similarly, your status (for example, position, duties, salary, promotions, demotions, etc.) may be changed at-will, with or without cause and with or without notice at any time. Nothing in this Handbook or in any document or statement shall limit the right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. No manager, supervisor, or employee of the School has authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Any agreement that alters the "at-will" nature of employment must be set forth in writing signed by the Executive Director or designee and affected employee and approved by the Board of Directors.

Nothing contained in this Handbook, or any other documents provided to employees is intended to be, nor should it be, construed as a guarantee that employment (or any benefit) will be continued for a specific time period. For example, any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience. They are not intended to create an employment contract for one or more months. Employees should ask the Human Resources Director if they have any questions about their status as an employee at-will.

Equal Employment Opportunity

It is the School's policy to provide equal employment opportunity for all applicants and employees. The School does not unlawfully discriminate on the basis of actual or perceived race (including hair texture and natural hair styles), color, religion, religious creed (including religious dress and religious grooming practices), reproductive health decision-making, sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity (including transgender identity, status and transitioning), gender expression and sex stereotyping, national origin, ancestry, citizenship, age, physical or mental disability, legally protected medical condition or information (including genetic information and HIV/AIDS status), family care or medical leave status, military caregiver status, military status, veteran status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, actual or perceived combination of protected characteristics, or association with a person who has or is perceived to have them, or any other basis protected by local, state, or federal laws. Consistent with the law, the School also makes reasonable accommodations for disabled applicants and employees; for pregnant employees who request an accommodation with the advice of their health care providers, for pregnancy, childbirth, or related medical conditions; for employees who are victims of domestic violence, sexual assault, or stalking; and for applicants and employees based on their religious beliefs and practices.

The School will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the School's operations. If employees wish to request such accommodation, they should contact the Human Resources Department.

The School prohibits sexual harassment and the harassment of any individual on any of the other bases listed above. For information about the types of conduct that constitute impermissible harassment and the School's internal procedures for addressing complaints of harassment, and the legal remedies available

through and complaint procedures of the appropriate state and federal agencies and directions on how to contact these agencies, please refer to the School's Policy Against Harassment, Discrimination, and Retaliation in this Handbook.

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs. It is the responsibility of every manager and employee to conscientiously follow this policy. Any employee having any questions regarding this policy should discuss them with the Human Resources Department.

Applicants and Employees with Disabilities

The School is committed to providing equal employment opportunities for all qualified individuals with disabilities in accordance with the federal Americans with Disabilities Act and applicable State disability laws. In accordance with these laws, the School strictly forbids all forms of unlawful discrimination, harassment, or retaliation against qualified applicants or employees with disabilities, and for pregnant employees who so request for pregnancy, childbirth, or related medical conditions, and requires reasonable accommodation if necessary for such individuals to perform the essential functions of their jobs safely and efficiently without undue hardship to the School and without serious risk to the health and safety of others.

Applicants and employees who require accommodation of any disability should inform the School of their needs. The School may have no way of knowing whether an individual requires accommodation unless they bring it to the attention of the School. The School will engage in an interactive conversation to determine if there is a reasonable accommodation that can be provided that will not cause the School undue hardship and will treat all such information as confidential to protect privacy rights under laws such as HIPAA, but some disclosure will be necessary to fulfill the purposes of this policy.

Employees who are made aware that an applicant or employee has a disability should presume that the information is confidential and discuss it only with upper management and Human Resources, unless the employee has disclosed or consented to further disclosure.

Discrimination, harassment, or retaliation against an individual because they are considered disabled or has been given accommodation for a disability is absolutely forbidden and grounds for immediate termination. Employees who believe they have been harassed in violation of this policy may file a complaint under the School's policy on Equal Employment Opportunity.

Religious Observances (Prayers During Work Hours)

Employees may use their rest breaks or meal periods for prayer or religious observance. If additional time or a schedule adjustment is needed for prayer, employees must make a request for religious accommodation to Human Resources. Employees may use accrued and available vacation time to take prayer breaks that are otherwise unpaid.

Certificated teachers may not leave classrooms unattended for prayer breaks, and as such, substitute coverage must be coordinated in advance. Staff generally are asked to provide 24 to 48 hours' notice when requesting time off for prayer, to allow for appropriate coverage.

Lactation Accommodation

Lactation accommodations, as required by law, provide a reasonable break time to accommodate an

employee desiring to express breast milk for the employee's infant. Such break time will, if possible, run concurrently with any break time already provided by the School for an employee.

A private location to express breast milk will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. In certain circumstances, a temporary location, multipurpose room, or shared space may be provided in accordance with applicable law. The location will also meet the following requirements: not be a bathroom; be free from intrusion; be shielded from view; be safe, clean, and free of hazardous materials; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. In addition, the School shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's work area. If a refrigerator cannot be provided, the School may provide another cooling device suitable for storing milk, such as a School-provided cooler.

The School will also provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace. If a refrigerator cannot be provided, an employer may provide another cooling device suitable for storing milk, such as an employer-provided cooler.

A lactation location may be designated as temporary, due to operational, financial, or space limitations.

When a multipurpose room is used for lactation, lactation purposes must take precedence over the other uses for the room.

Employees who work remotely, or telework, are entitled to the same breaks as outlined above. During these breaks, the remote/teleworking employee must be free from observation by any School-provided or required video system, including camera, security camera or web-conferencing platform.

The School expressly prohibits retaliation against lactating employees for exercising their rights under this policy.

To request the above, please contact Human Resources. The School will respond accordingly, generally within two business days.

Reasonable Accommodations for Pregnant Workers Policy

As required by the federal Pregnant Workers Fairness Act (PWFA), the School will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth or related medical conditions, unless the accommodation will cause undue hardship to the School's operations.

An employee or applicant may request an accommodation due to pregnancy, childbirth or a related medical condition by submitting the request in writing to human resources (HR). The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.

Upon receipt of a request for accommodation, HR will contact the employee or applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

While the reasonableness of each accommodation request will be individually assessed, possible accommodations include allowing the individual to:

- Sit while working.
- Drink water during the workday.
- Receive closer-in parking.
- Have flexible hours.
- Receive appropriately sized uniforms and safety apparel.
- Receive additional break time to use the bathroom, eat and rest.
- Take time off to recover from childbirth.
- Be excused from strenuous activities and/or activities that involve exposure to compounds deemed unsafe during pregnancy.

An employee may request paid or unpaid leave as a reasonable accommodation under this policy; however, the School will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

The School prohibits any retaliation, harassment or adverse action due to an individual's request for accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

Policy Against Harassment, Discrimination and Retaliation

I. Purpose of Policy

The School is committed to providing a workplace free of unlawful harassment and discrimination. This includes sexual harassment (which includes harassment based on pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions) and harassment based on actual or perceived gender, gender identity (including transgender identity, status and transitioning), gender expression and sex stereotyping, as well as harassment based on such factors as race (including hair texture and natural hair styles), color, religion, religious creed (including religious dress and religious grooming), reproductive health decision-making, national origin, ancestry, citizenship, age, physical or mental disability, legally-protected medical condition or information (including genetic information and HIV/AIDS status), family care or medical leave status, military caregiver status, military status, veteran status, marital status, domestic partner status, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages, requesting a reasonable accommodation on the basis of disability or bona fide religious belief or practice, actual or perceived combination of protected characteristics, or association with a person who has or is perceived to have them, or any other basis protected by federal, state, or local laws. The School strongly disapproves of and will not tolerate harassment of or discrimination against applicants, employees, interns, or volunteers by managers, supervisors, co-workers or third parties with whom employees come into contact. Similarly, the School will not tolerate harassment by its employees of non-employees with whom the School employees have a business, service, or professional relationship.

II. Harassment Defined

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with an employee's work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and may include, but is not limited to, the following: slurs, jokes, insults, statements, gestures, teasing, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, posters, symbols, drawings, or cartoons, violating someone's "personal space" (for example by blocking someone's way) foul or obscene language, leering, stalking, staring, unwanted or offensive letters or poems, offensive email or voicemail messages, or any kind of verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any protected characteristic.

Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. Sexually harassing conduct can be by a person of either the same or opposite sex. Sexually harassing conduct need not be motivated by sexual desire to be violative of this policy.

III. Reporting and Investigating Harassing, Discriminatory and Retaliatory Conduct

All employees, independent contractors, interns, and volunteers of the School must promptly report any incidents of harassment, discrimination, and retaliation so that the School can take appropriate action.

A. Complaint Reporting Process

It is the responsibility of all of us to contribute to a work environment that is free of unlawful bias, discrimination, harassment, and retaliation. Failure to bring forth a complaint prevents the School from having the opportunity to correct the situation.

All employees who believe they have been subjected to, or witness, discrimination, unlawful harassment, and/or retaliation are strongly encouraged to promptly report the alleged violation(s) in accordance with the procedures set forth below. Supervisors who believe they have witnessed or have knowledge of discrimination, unlawful harassment, and/or retaliation are required to immediately report the alleged violation(s) in accordance with the procedures set forth below. Immediate reporting allows the School to quickly and fairly resolve any complaints in the workplace.

Supervisors are obligated to address and report concerns immediately. Failure to do so may itself result in disciplinary action.

In addition to reporting, any employee who experiences or witnesses conduct that the individual believes is unlawful is encouraged to tell the offending individual that the behavior is inappropriate and must be stopped, if the employee is comfortable doing so.

Further, in addition to notifying the School about harassment, discrimination or retaliation complaints, affected employees may also direct their complaints to the California Civil Rights Department (CRD), which

has the authority to conduct investigations of the facts. The deadline for filing complaints with the CRD is three years from the date of the alleged unlawful conduct. If the CRD believes that a complaint is valid and settlement efforts fail, the CRD may file a lawsuit in court. The courts have the authority to award monetary and non-monetary relief in meritorious cases. Employees can contact the nearest CRD office at the locations listed in the School's CRD poster or by checking the CRD's website <https://calcivilrights.ca.gov/resources> or the State Government listings in the local telephone directory. The CRD Internet Web site address, where employees may locate sexual harassment online training courses developed by the CRD, is <https://calcivilrights.ca.gov/resources>.

B. Where to Report Complaint to the School

Submit a complaint to your supervisor, Human Resources Director, any other supervisor within the School, or the Executive Director. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form." There is no requirement to report your complaint to any designated supervisor within the School. Select the individual with whom you feel the most comfortable discussing your complaint. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint.

Complaints involving conflicts of interest (e.g., nepotism or close personal relationships) must be reported consistent with BP 4212.8 (Anti-Nepotism and Employment of Relatives).

Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding discrimination, unlawful harassment, or retaliation to the Executive Director or the Board of Directors, or other Directors, as appropriate. This includes ensuring that all reports are promptly forwarded to Human Resources for central tracking and compliance. [BP 4111.3 Continuous Employment; BP 4119.21] Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination.

C. Title IX Reporting

The School does not discriminate on the basis of sex in any of its education programs or activities. Title IX of the Education Amendments of 1972 prohibits the School from discriminating in such a manner. This prohibition extends to admission, employment, and all education programs and activities of the School. Some types of sexual harassment are also prohibited under Title IX. The School has designated the following individual as its Title IX Coordinator to receive complaints of sex discrimination, including sexual harassment:

Bindy Grewal, Title IX Coordinator
1111 Howe Ave, Suite 595
Sacramento, CA 95825
Email address: bindy.grewal@hccts.org
Phone number: 916.643.4898

Inquiries about the application of Title IX may be referred to the School's Title IX Coordinator or to the Assistant Secretary for Civil Rights at the U.S. Department of Education, or both. The School's Title IX sex-based nondiscrimination policy and grievance procedures under Title IX are available in Appendix C and on the School's website at: <https://hccs.hccts.org/apps/pages/titleIX>

D. Contents of Complaint

All complaints submitted pursuant to this policy can be done in writing or verbally. Your complaint should be

specific and should include the names of the individuals involved, the names of any witnesses, and any supporting documentation. Employees may choose to submit their complaints anonymously.

E. Response to Complaint (Investigation)

Upon notice of conduct requiring an investigation, the School will look into the facts and circumstances of the alleged violation, as appropriate. The School will attempt to resolve the situation by promptly undertaking an effective, thorough, and objective investigation. The School's investigation methods may vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

The School may investigate conduct in the absence of a formal complaint if the School has reason to believe that an individual has engaged in conduct that violates School policies or applicable law. Further, the School may continue its investigation even if the original complainant withdraws their complaint during the course of the investigation.

All employees are required to fully cooperate with the School's investigation, which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of discretion regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.

Investigations will be conducted consistent with School policy. Human Resources will serve as the lead investigator and may consult with the Compliance Officer as appropriate.

IV. Corrective Action

If the School determines that violations have occurred, the School will take appropriate corrective action in accordance with the circumstances involved, including appropriate action to deter future conduct. Examples of potential corrective action include, but are not limited to, written or verbal disciplinary action, suspension, reassignment, demotion, or termination, among others. In addition, the offending individual may be legally liable for their conduct, depending on the circumstances. Due to privacy protections, the School is not able to fully disclose its entire decision regarding corrective action to the complainant.

Additionally, the School has adopted a progressive corrective action process that generally begins with a verbal warning accompanied by coaching and ends with termination. Generally, corrective action follows this progressive scale; however, the School reserves the right to bypass the progressive corrective action process steps at its sole discretion depending on the situation.

Nothing in this section alters the at-will employment status.

V. No Retaliation

There will be no retaliation against any employee who brings a complaint in good faith or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven.

Retaliation against employees for filing or participating in a complaint investigation is prohibited and may

itself result in disciplinary action, up to and including termination.

V. Anti-Harassment Training

In keeping with the School's commitment to a professional work environment free of unacceptable harassment (whether unlawful or not), the School requires that every employee undergo interactive sexual harassment training as follows:

- All employees shall undergo at least one (1) hour of such training within six (6) months of hiring and at least every two (2) years thereafter.
- Employees hired as, or promoted to, a supervisory or management position must undergo at least two (2) hours of interactive sexual harassment training at least once every two (2) years
- Temporary workers: If the worker is providing services to the School through a third-party temporary services provider, such provider is obligated to properly train the worker. Where no third-party provider is involved, temporary workers engaged for fewer than six (6) months must undergo one (1) hour of training by the School either (i) within the 30-calendar-day period after their hire date, or (ii) by the point when they have worked 100 hours, whichever occurs first.

Among the topics addressed by the School's interactive anti-harassment training are the prevention of abusive conduct in the workplace and of harassment based on gender identity, gender expression, and sexual orientation.

An employee who fails to comply with this section may be subject to disciplinary action, up to and including termination of employment.

VI. Zero Tolerance

The School does not tolerate and prohibits discrimination, harassment or retaliation of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of race, color, creed, religion, age, sex or gender (including pregnancy, childbirth and related medical conditions), sexual orientation, gender identity or gender expression (including transgender status), national origin, ancestry, marital status, protected medical condition as defined by state law (cancer or genetic characteristics), physical or mental disability, military and veteran status, genetic information, or any other characteristic protected by applicable federal, state or local laws and ordinances. The School is committed to a workplace free of discrimination, harassment and retaliation.

Our management team is dedicated to ensuring the fulfillment of this policy as it applies to all terms and conditions of employment, including recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

Support Academic Futures and Education for Today's Youth ("SAFETY") Act

The School complies with the Support Academic Futures and Educators for Today's Youth ("SAFETY") Act. Neither employees nor contractors will be required to disclose a student's sexual orientation, gender identity or gender expression to any other person without the student's consent.

Retaliation or adverse action against an employee on the following grounds is prohibited:

- refusing to disclose a student's sexual orientation, gender identity or gender expression to any other person without the student's consent;

- supporting students' rights and opportunities in the educational system as required by law, free from unlawful discrimination and harassment;
- providing instruction to students consistent with current legal requirements.

Any employee engaging in retaliation prohibited by this section will be subject to discipline up to and including termination.

Whistleblower Protection

In accordance with applicable law, the School prohibits retaliation against any employee because of the employee's refusal to participate in an activity that would result in a violation of a local, state or federal statute, or a violation or noncompliance with a local, state or federal rule or regulation, or for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a local, state or federal statute, or a violation or noncompliance with a local, state or federal rule or regulation. The School also prohibits any retaliation against an applicant or employee, and does not discriminate against any applicant or employee, based on that applicant or employee's "whistleblowing" activity against a former employer.

This protection is consistent School policy, which prohibits retaliation in all forms. Supervisors and managers are required to act promptly and fairly on whistleblower complaints.

Employees with concerns about practices that are believed to be illegal or violate the School's policies are encouraged to report them to their supervisor or Human Resources. Reports should also be forwarded to Human Resources for central tracking and compliance. Employees who come forward with credible information on practices believed to be illegal or violations of School policy will be protected from retaliation.

Any employee who reasonably believes that they are a victim of retaliation may also call the State of California Attorney General "whistle-blower hotline" to report the retaliation: (800) 952-5225.

Employment of Relatives

Relatives of present employees may be hired by the School only if (1) the individuals concerned will not work in a direct supervisory relationship with one another, and (2) the employment will not pose difficulties for supervision, security, safety, or morale. "Relatives" are defined as spouses, children, sisters, brothers, mothers, or fathers, and persons related by marriage. Employees who marry or who become related by marriage will be permitted to continue employment with the School only if they do not work in a direct supervisory relationship with one another, or otherwise pose difficulties for supervision, security, safety, or morale. If such employees do work in a direct supervisory relationship with one another, the School will attempt to reassign one of the employees to another position for which they are qualified, if such a position is available. If no such position is available, the School will determine, in its sole discretion, the appropriate action to eliminate the direct supervisory relationship, which may include modifying reporting relationships, reassigning duties, or other organizational changes.

Hiring Requirements

Certification: The School's teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment in accordance with applicable law. The School's teachers must obtain a Certificate of Clearance satisfying the

requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341. All certificated employees must also comply with ongoing credentialing requirements, including renewal and proof of validity, in accordance with BP 4112.2 Credentialing Requirements Communications and BP 4112.21 Certification Assignment and Compliance Monitoring. Employees are required to submit renewal documentation to Human Resources within the timelines established by law and policy. Failure to maintain valid certification may result in reassignment, suspension, or termination.

Tuberculosis Testing: No person shall be employed by the School unless they provide proof of having submitted to a tuberculosis (TB) risk assessment within the past 60 days and that no risk factors have been identified. If TB risk factors are identified, or as an alternative to the assessment, the applicant must submit proof that a qualified professional has determined they are free of infectious TB following testing and examination. The examination, if required, shall consist of an approved intradermal tuberculin test or any other test for infectious TB that is recommended by the federal Centers for Disease Control and Prevention and licensed by the federal Food and Drug Administration. If the test is positive, it shall be followed by an X-ray of the lungs. Each employee shall have on file with the School a certificate from a qualified professional showing the employee was assessed or examined and found free of risk factors or of infectious TB (as applicable).

A person who transfers employment from another public school can meet these requirements by providing a certificate from a qualified professional that shows the person was found to be free of infectious TB within 60 days of initial hire, or the school previously employing the person verifies that the person has a certificate on file showing that the person is free from infectious TB.

An employee who has no identified risk factors or who tests negative for TB shall undergo the TB risk assessment and, if risk factors are identified, the examination, at least once every four years or more often if directed by the School's Board upon recommendation by the local health officer. The employee is responsible for tracking this information, while Human Resources maintains it on file for follow-up purposes. The risk assessment and examination, if necessary, is a condition of initial employment, and the expense incident thereto shall be paid by the applicant. The School shall reimburse current employees for the cost, if any, of the tuberculosis risk assessment and the examination.

Criminal Background Checks: As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. 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 HCCTS include conviction of a controlled substance or sex offense or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense that may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. Additionally, should an employee be arrested for, charged with, or convicted of any offense during their employment with the School, the employee must immediately report as much to the administration.

Immigration Compliance: The School is committed to full compliance with the federal immigration laws. The School will not knowingly hire or continue to employ anyone who does not have the legal right to work in the United States. As a condition of employment, all employees are required to complete a DHS Employment Eligibility Verification form (Form I-9) and present acceptable documentation verifying their identity and right to work in the United States in accordance with federal and State immigration law.

Employment Applications: The School relies upon the accuracy of information provided by an applicant in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentation, falsification, or material omission by an applicant in any of this information or data may result in revocation of any offer or immediate termination of employment, regardless of when it is discovered.

Job Duties

Your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to the operation of your department or the School. Your cooperation and assistance in performing such additional work is expected.

The School reserves the right, at any time, with or without notice, to transfer, demote, suspend, administer discipline, change job responsibilities, and change the terms and conditions of employment at its sole discretion.

I. Extra Duty Assignments

Teachers, counselors, and para-educators assigned to a 209- or 218-day work calendar may participate in extra-duty assignments during the school year and summer, as applicable. Other positions may participate in extra-duty assignments when specifically authorized by HCCTS.

Teachers may participate in extra duty assignments during the school year and summer. Counselors and other non-teaching roles are not eligible for extra duty unless defined otherwise.

Internal coordination involving substitutes may be used to arrange proper coverage when required.

Extra Duty Assignments are tasks or responsibilities that fall outside an employee's standard job duties and which are designated in writing as extra duty in advance by HCCTS.

Extra duty opportunities will be voluntary unless contractually assigned. Compensation for extra duty may be offered as either: (1) flat stipends (as listed in the annual stipend schedule); or (2) hourly rates (only if the employee is nonexempt and hours trigger overtime thresholds). Overtime compensation will be provided as required by applicable state and federal law.

Assignments will be approved in advance by the site administrator or designee. All extra duty and after-hours assignments must be logged on a time report or extra duty tracking form and approved in writing by the supervisor.

Participation in extra duty activities shall not conflict with an employee's regular duties.

All extra duty assignments must be consistent with the Personnel Evaluation and Supervision and Employee Professional Expectations policies. Supervisors are responsible for verifying that workload expectations do not interfere with professional development or core instructional duties. Extra duty compensation must also be administered in alignment with School Policy.

Rehire Eligibility and Service Recognition

Where business needs dictate, the School may rehire former employees who: a) voluntarily left employment or b) were laid off due to business slowdown(s). To be eligible for rehire, former employees must have possessed a satisfactory record of service. This sets forth the School's philosophy governing eligibility for reemployment and associated bridging of service (service recognition), where appropriate.

I. Eligibility for Rehire

Employees who were part of a reduction in force, as well as those employees who voluntarily resigned, may be eligible for rehire as long as they had a satisfactory work record while employed by the School.

II. Ineligibility for Rehire

Former employees who had a less-than-satisfactory work record appropriately noted at termination as not being eligible for rehire are excluded from rehire consideration.

Employees who were involuntarily terminated by the School or who were laid off (with a less-than-satisfactory work record) will not be considered for rehire.

Conflicts of Interest

While employed by the School, employees owe a duty of loyalty to the School and are required to avoid any situation that presents an actual or potential conflict of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative or someone they are in a close personal relationship with as a result of the School's business dealings. For purposes of this policy, this includes, but is not limited to: spouses, registered domestic partners, significant others, children, siblings, parents, in-laws, grandparents, grandchildren, aunts, uncles, nieces, nephews, step-relatives, and any person residing in the same household as the employee. Notwithstanding this policy, if an employee is a "designated employee" under the Board's Conflicts of Interest Code (adopted pursuant to the Political Reform Act), then the employee must comply with those provisions in addition to this policy.

All vendors, consultants, and independent contractors are considered employed by the school and subject to all conflict of interest requirements applicable to all employees. Per BP 3310 vendors are evaluated according to the Board Conflict of Interest code and may be required to comply with the provisions of any disclosure category deemed relevant.

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts that employees should avoid include the following:

- Accepting personal gifts or entertainment from competitors, students, suppliers, or potential suppliers.
- Engaging in self-employment in competition with HCCTS.
- Using confidential HCCTS information, for personal gain or to HCCTS's detriment.
- Having a direct or indirect financial interest in or relationship with a competitor, student, direct supervisor, or supplier.
- Using HCCTS's property or labor for personal use.
- Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to HCCTS.

- Committing HCCTS to give its financial or other support to any outside activity or organization.
- Developing a personal relationship with a subordinate employee of HCCTS or with an employee of a competitor, supplier, or student that might interfere with the exercise of impartial judgment in decisions affecting HCCTS or any employees of HCCTS.

I. Gifts

Improper personal gain may result not only where an employee or relative has a significant ownership interest in a company with which the School does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the School. The receipt of occasional flowers, candy or gifts worth less than \$250.00 from students fall outside the intent of this policy and acceptance of such items is permissible. However, employees must obtain written approval from Human Resources before accepting any item worth in excess of \$250.00 from students.

II. Outside Activities

Employees may not engage in any outside activity, including outside employment, which presents an actual or potential conflict of interest. Such outside activities must not affect the employee's work hours, interfere or conflict with the employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the employee's job performance. If you believe that it is possible that a potential conflict of interest exists, please obtain written approval that the outside activities do not create an actual or potential conflict of interest from the Executive Director or designee before engaging in such activities. If approved, the written approval must be filed with Human Resources for future reference when necessary.

Employees also may not use the School's name, logo, supplies, equipment, or other property in connection with any outside activities. If you have any questions regarding the potential impact of any outside activities, including outside employment, please contact Human Resources prior to engaging in such activity.

III. Close Personal and Familial Relationships

Employees have an obligation to place the School's interests before their own and to exercise good judgment on behalf of the School. Personal involvement with a parent, vendor, supplier, or subordinate employee of the School, which impairs an employee's ability to exercise good judgment on behalf of the School, creates an actual or potential conflict of interest. An employee involved in any such relationship must immediately and fully disclose the circumstances to Human Resources for a determination as to whether a conflict exists (including disclosure of familial and close personal relationships during the hiring process). If an actual or potential conflict of interest exists, the School will take appropriate corrective action according to the circumstances, up to and including termination.

Relatives of employees may be eligible for employment with the School only if the individuals involved do not work in a direct supervisory relationship or in job positions in which an actual or potential conflict of interest could arise. Employees may not participate in the hiring process of any relative or close personal relationship. Current employees who marry will be permitted to continue working in the same job positions held only if they do not work in direct supervisory relationship with one another or in job positions involving conflicts of interest. If relatives are found to be employed in any of these prohibited job positions, the School will take action to eliminate the conflict, including possibly requiring one or both employees to accept a transfer to another position or to resign.

Failure to comply with the Conflicts of Interest Policy may result in disciplinary action, up to and including termination.

This section must be applied in conjunction with the Anti-Nepotism and Employment of Relatives policy, which governs disclosure and employment of relatives and close personal relationships, and the Employee Professional Expectations policy, which prohibits conduct that undermines trust or professional integrity. Employees must fully disclose conflicts to Human Resources, as required under School policy.

Open Door Policy

At some time or another, you may have a suggestion, complaint, or question about the School, your job, your working conditions, or the treatment you are receiving. We welcome your concerns, suggestions, complaints, and questions, and encourage you to bring them to our attention.

Employees should follow the chain of command when raising concerns. Concerns should first be brought to your immediate supervisor. If the issue is not resolved, employees may escalate to the next level of management, or to the Human Resources Director.

For issues related to harassment, discrimination, or retaliation, employees must use the Complaint Procedure outlined in this Handbook.

Employee Complaint Reporting Procedure

I. Purpose and Scope

The purpose of this Procedure for Reporting Employee Complaints is to establish a process for all employees of the School to use to notify the School of their work-related concerns, and to give the School the opportunity to learn about, address, and resolve the complaint. This policy is intended to supplement the Open Door Policy set forth in this Handbook, which states the School's philosophy that all employees have free access to their immediate supervisors or to other School supervisors of their choice to informally express their work-related concerns. As noted in the Open Door Policy, the School has a specific procedure detailed in its Policy Against Harassment, Discrimination, and Retaliation that should be used to report concerns or complaints related to possible sexual harassment, or other forms of harassment, discrimination, or retaliation based on a protected category.

Importantly, when the nature of the concern pertains to an actual or suspected violation of the law, or an ethical violation, including under the School's Rules of Conduct and/or ethics and business code, all employees, directors, and officers of the School are required to file a complaint using the procedure below. This includes reporting any activity that is considered by the person making the complaint to be illegal or dishonest. Examples of illegal and dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting. Any questions regarding whether a concern is subject to this mandatory reporting policy should be resolved in favor of filing the complaint.

II. Procedure

A. Filing of Complaint

Individuals should file written complaints with the Human Resources Department as soon as possible after the events that give rise to the work-related concerns. The written complaint should set forth in detail the basis for the complaint. See **Appendix B** for the general "Internal Complaint Form."

Alternative reporting method: If, for any reason, an individual would prefer not to discuss the subject of the concern with the Human Resources Department, then they must report the concern as soon as possible to their supervisor.

B. Investigation

The Human Resources Department will date and log all written complaints and send the employee an acknowledgment that the complaint is under review.

The Human Resources Department or their designee will investigate the complaint, meeting separately with the employee and with others who either are named in the complaint or who may have knowledge of the facts set forth in the complaint. The School will attempt to treat all internal complaints and their investigation as confidential, recognizing, however, that in the course of investigating and resolving internal complaints some dissemination of information to others may be necessary or appropriate.

On completion of the investigation, the Human Resources Department will communicate the findings in general terms to the complainant and respondent, as appropriate.

C. Non-Retaliation

The School will not tolerate retaliation against individuals for: reporting a good faith concern under this policy; participating in or cooperating in any internal investigations of reported concerns; or otherwise engaging in conduct protected by law. Prohibited retaliation can be adverse employment actions, like termination, compensation decreases, or poor work assignments, or even threats of physical harm.

Such retaliation is a separate violation of School policy. It also may violate applicable law. (For example, a complaint may qualify as protected "whistleblowing" under an applicable law that prohibits retaliation due to whistleblowing).

Anyone who believes that they have been retaliated against for reporting a good faith concern, for participating in or cooperating in an internal investigation of a concern, or for exercising their rights, or otherwise engaging in conduct protected by law, should immediately notify the School using the same procedure described above.

Performance Evaluations

Employees will receive periodic performance evaluations, starting no sooner than the first three (3) months of employment. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations should help you become aware of your progress, areas for improvement, and objectives or goals for future work performance.

Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that

it has been presented to you and discussed with you by your supervisor and that you are aware of its contents.

The School's provision of performance evaluations does not alter the at-will employment relationship. Nothing in this policy shall limit the right to terminate employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Failure by the School to evaluate the employee will not prevent the School from transferring, demoting, disciplining, or terminating the employment of an employee. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

Performance evaluations will be conducted in accordance with the Personnel Evaluation and Supervision policy. Supervisors are responsible for providing timely and constructive feedback and for documenting performance accurately. Employees are expected to comply with professional standards outlined in the Employee Professional Expectations policy. Nothing in this section alters the at-will status of employment.

Employee Classifications

Upon hiring, all employees are classified as exempt or nonexempt, full-time or part-time, and regular or temporary. All employees are either exempt or nonexempt according to provisions of applicable wage and hour laws. An employee will not change from one status to any other status or classification simply because of the number of hours that the employee is scheduled to work or the length of time spent as an employee.

Because all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without cause or advance notice.

I. Regular Full-Time Employees

An employee who is regularly scheduled to work an average of 30 or more hours per week for a period of indefinite duration, is referred to as a regular full-time employee.

II. Regular Part-Time Employees

An employee who is regularly scheduled to work fewer than an average of 30 hours per week for a period of indefinite duration, is referred to as a regular part-time employee.

III. Temporary Employees

An employee who is hired for a particular project or job of limited or definite duration is considered a temporary employee. A temporary employee is not eligible to earn, accrue, or participate in any School benefits program, except as otherwise required by law.

An employee will not change from one status to any other status or classification simply because of the number of hours that the employee is scheduled to work or the length of time spent as an employee. The status of a temporary employee may change only if the employee is notified of the change in status, in writing, by Human Resources.

IV. Exempt/Nonexempt Employees

Exempt employees, by definition, are exempt from earning overtime compensation and generally receive the same weekly salary regardless of hours worked. Nonexempt employees are employees who are eligible to be paid for overtime work in accordance with the provisions of applicable wage and hour laws. Overtime pay requirements are set forth in the section of this Handbook/Manual entitled "Hours of Work, Overtime, and Pay Day". Employees will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

V. Salaried Employees

Salaried employees are employees who are paid a fixed amount on a periodic basis and not by the hour. Salaried employees are generally Exempt employees.

VI. Hourly Employees

Hourly employees are employees whose wages are paid by the hour. Their wages fluctuate according to the number of hours they work. Hourly employees are generally Nonexempt employees.

VII. Change in Employment Status

The School may change the employment classification of any employee at any time based on the nature of the employment assignment.

Hours of Work, Overtime and Pay Day

I. Hours of Work

HCCTS operates across a variety of departments and functions, many of which require different work schedules. While standard business hours are generally considered to be 8:00 a.m. – 5:00 p.m., Monday through Friday, individual employee schedules may vary based on departmental needs, job responsibilities, or operational requirements. For example, some roles may begin earlier (e.g., 6:30 a.m.) or extend later in the day. The regular workday schedule for full-time nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements. Exempt employees are not limited to a fixed daily or weekly schedule. While they are generally expected to be available during business hours for meetings and collaboration, they may be required to work hours beyond the 8:00 a.m. – 5:00 p.m. schedule to fulfill their job duties and responsibilities. Flexibility is expected to ensure work is completed in a timely and professional manner.

Part-time employees will be notified of their schedule by the supervisor. HCCTS reserves the right to modify employees' starting and ending times and the number of hours worked.

All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. Your supervisor will assign your individual work schedule. In order to accommodate the needs of our school, it may be necessary to change individual work schedules on either a short-term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, ready to work. If you need to modify your schedule, request the change with Human Resources or your supervisor. All schedule changes or modifications must be approved by the Executive Director or designee.

Work schedules must be administered consistent with School policy, which requires accurate recordkeeping and adherence to assigned hours. Requests for schedule modifications must also comply with the School policy when schedule adjustments intersect with reassignments or promotions, and the Vacation Accrual Management and the Donation of Leave Program when time-off requests are involved.

II. Day of Rest

The School provides all employees at least one day's rest in each workweek. Employees are entitled, encouraged, and expected to take their days of rest provided under this policy.

Exceptions to the day-of-rest requirement will be made only in the following situations:

- When employees work no more than six hours on any one day, and no more than 30 hours total, in the workweek.
- When employees are required to work on emergencies.
- When the nature of the employment reasonably requires employees to work seven or more consecutive days, if in each calendar month the employee receives the equivalent of one day's rest for every seven days worked (i.e., total month's calendar days divided by seven equals the number of required rest days for that month).

No supervisor or manager may impede or discourage employees from taking their days of rest provided under this policy. Employees who believe that they were not provided a day or days of rest that comply with this policy should inform their supervisor or manager, and (if not corrected) Human Resources immediately.

III. Meal and Rest Periods

The School prioritizes compliance with California's meal and rest period laws. All nonexempt employees are required to abide by these requirements. Further, all supervisors are responsible for facilitating compliance with these requirements. See Manager/Supervisor Guidelines for Wage and Hour Policies.

A. Meal Periods

Meal periods are intended to ensure that employees are given adequate time for rest and nourishment, contributing to their well-being and productivity. All nonexempt employees must take an uninterrupted unpaid meal period of at least 30 minutes for each work period in excess of 5 hours in accordance with this policy. Further, all nonexempt employees must take a second uninterrupted unpaid meal period of at least 30 minutes for each work period in excess of 10 hours in accordance with this policy.

Employees must begin their first unpaid meal period within five hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin their meal period before 12:00 p.m. (noon). Further, employees must begin their second unpaid meal period (if applicable) within ten hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin their second meal period before 5:00 p.m.

An employee whose work period is 5 to 6 hours may waive, in writing, their right to a first meal period. Further, an employee may waive their right to a second meal period for a work period as long as the employee does not work more than 12 hours and did not waive their first meal period for that work period. The School offers written Meal Period Waiver Agreements that govern an employee's entire employment, which are voluntary and may be revoked at any time, to document the employee's waiver of first and second

meal periods as well as waivers that may be used for a more limited time period.

Employees are eligible for the following number of meal periods:

Length of Work Period in Hours	# of Meal Periods	Explanation
0 to 5	0	An employee whose work period is less than 5 hours is not entitled to a meal period.
5 to 10	1	An employee whose work period is 5 hours or more up to and including 10 hours is eligible to take a 30-minute uninterrupted unpaid meal period, unless the employee's work period is 6 or fewer hours and voluntarily waives their first meal period.
>more than 10	2	An employee whose work period is 10 hours or more is eligible to take a second uninterrupted unpaid 30-minute meal period, unless the employee's work period is 12 or fewer hours, did not waive their first meal period, and voluntarily waives their second meal period.

Employees must take their meal periods according to the following schedule:

Which Meal Period	When
First Meal Period	An employee's first unpaid meal period must begin within 5 hours of starting work for that work period (in other words, by the end of the fifth hour of work or 5 hours and 0 minutes on the clock). By way of example, if an employee clocks in at 8:00 a.m. , then the employee must clock out and start their meal period before 1:00 p.m.
Second Meal Period	An employee's second unpaid meal period must begin within 10 hours of starting work for that work period (in other words, by the end of the tenth hour of work or 10 hours and 0 minutes on the clock). By way of example, if an employee clocks in at 8:00 a.m. , then the employee must clock out and start their second meal period before 6:00 p.m.

During meal periods, employees are absolutely prohibited from performing work of any kind or any amount.

Employees are excused from all duties and are free to leave the premises. Employees must record the exact start and stop times of each meal period through the School's timekeeping system, so that the School may monitor time records for compliance. Employees may not join together required meal periods to take a longer break.

B. Rest Periods

Rest periods are intended to allow employees to rest and refresh, contributing to a healthy and productive work environment. All nonexempt employees are authorized, permitted, and strongly encouraged to take a 10-minute paid rest period for every 4 hours worked or major fraction thereof. Ordinarily, this amounts to two 10-minute rest periods per 8-hour work period.

Employees are eligible for the following number of rest periods:

Length of Work Period in Hours	# of Rest periods	Explanation
0 to 3.5	0	An employee whose work period is less than 3.5 hours is not entitled to a rest period.
3.5 to 6	1	An employee whose work period is 3.5 hours up to and including 6 hours is eligible to take one paid rest period.
6 to 10	2	A nonexempt employee whose work period is more than 6 hours up to and including 10 hours is eligible to take two paid rest periods.
>10 to 14	3	A nonexempt employee whose work period is more than 10 hours up to and including 14 hours is eligible to take three paid rest periods.

Employees whose work period is more than 14 hours may be eligible for additional rest periods. Please contact Human Resources for more information.

Whenever practicable, nonexempt employees should take their rest periods near the middle of each 4-hour work period. Nonexempt employees may not accumulate rest periods or use rest periods as a basis for starting work late, leaving work early, or extending a meal period. Because rest periods are paid, nonexempt employees should not clock out for them. During rest periods, employees are absolutely prohibited from performing work of any kind or any amount. Employees are excused from all duties and are free to leave the premises during rest breaks.

C. Meal and Rest Periods Are Encouraged

Employees are entitled, encouraged, and expected to take all meal periods provided under this policy and not waived, and all rest periods provided under this policy. During meal periods and rest periods, the School will relieve employees of all duty and will not exercise control over employees' activities. Employees are free

to spend their meal period and rest period time as they choose and are not required to remain on premises or "on-call" during off-duty meal periods and rest periods. Employees should not visit or socialize with employees who are working while they are taking a rest break or meal period.

No School manager or supervisor may impede or discourage employees from taking meal periods and rest periods provided under this policy.

D. Indoor and Outdoor Heat Recovery Periods

Employees who experience high temperature working either indoors or outdoors may be entitled to additional breaks depending on the nature of the high heat. These additional breaks and considerations are specified below in this handbook in the Heat Prevention Policies.

E. Daily Timekeeping, Meal Period and Rest Period Reporting Form

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to their supervisor and complete a Daily Timekeeping Meal Period and Rest Period Reporting Form. The employee must fill out all fields on the form, including providing a thorough explanation for the non-compliant meal or rest period. The employee must complete and turn in this form to their supervisor or Payroll on the same workday that they experienced the non-compliant meal or rest period. Supervisors are responsible for ensuring that Human Resources receives these forms no later than the end of the workday following the workday on which the reportable issue occurred.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an "authorized" meal period at the time provided by the School), the employee is not entitled to premium pay (one additional hour of pay at the regular rate of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to attend a meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay (one additional hour of pay at the regular rate of pay). Employees must report the reason for the non-compliant meal or rest period on the Daily Timekeeping Meal Period and Rest Period Form. To obtain this form, contact your supervisor or Human Resources.

Responsibilities: Nonexempt employees are required to take their meal and rest periods in accordance with this policy. If you encounter any challenges with taking meal or rest periods in accordance with this policy, please immediately contact your supervisor or Human Resources.

Supervisors may not pressure or coerce employees to take late, short, or interrupted meal and rest periods or to skip their meal and rest periods. If you feel pressured or coerced, report it to Human Resources.

Discipline: Failure to comply with the School's policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

IV. Overtime Pay

A. Overtime Definition and Rates of Pay

All nonexempt employees are required to obtain approval from their supervisor prior to working overtime. Failure to obtain such approval may subject an employee to discipline, up to and including termination. Overtime compensation will be paid in accordance with all state and federal laws. Exempt employees are not entitled to overtime. Overtime and double-time compensation will be paid in accordance with all state and

federal laws, which is generally the following:

- Overtime (paid at one-and-a-half times the employee's regular rate of pay): All hours worked in excess of 40 hours per workweek, in excess of 8 hours in a workday, and for the first 8 hours worked on the seventh consecutive workday.
- Double-time (paid at twice the employee's regular rate of pay): All hours worked in excess of 12 hours in a workday and in excess of 8 hours worked on the seventh consecutive workday.

Supervisors are responsible for ensuring that overtime approval and recording practices comply with the Personnel Evaluation and Supervision policy. Nonexempt employees are prohibited from working "off the clock," and all hours must be accurately recorded consistent with wage and hour laws. Exempt/nonexempt classifications must be applied in accordance with School policy. The School does not offer performance based bonuses or financial incentives.

Only those hours that are actually worked are counted to determine an employee's overtime pay. Compensated holidays, for example, are not hours worked and therefore are not counted in making overtime calculations unless the employee actually worked on the holiday.

B. Workweek and Workday

For purposes of calculating overtime, the School's standard workweek begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m.. The School's standard workday is 12:00 a.m. to 11:59 p.m. each day.

Supervisors must ensure that timekeeping and payroll practices tied to workday and workweek definitions are applied consistently with the Personnel Evaluation and Supervision policy. Nonexempt employees' hours must be tracked accurately in compliance with wage and hour laws. Any changes to standard workweek or workday definitions require approval by Human Resources and must be documented consistent with the Staffing Requests and Position Control policy.

C. Pre-Authorization

Nonexempt employees may not work overtime without the express prior approval of their supervisor, absent an emergency. During busy periods, the employer may require employees to work extended hours. Nonexempt employees who fail to obtain approval prior to working hours that extend beyond their normal 8-hour workday or 40-hour workweek will be subject to disciplinary action. Overtime offenses may result in termination.

D. Makeup Time

Nonexempt employees may make up work time that is or would be lost as a result of personal obligations if the time is made up during the same workweek in which the work time is lost. A nonexempt employee will be permitted to make up work time only if the employee submits a signed written request to make up the lost time and the employee's direct supervisor approves the request in advance. Nonexempt employees will not be paid overtime for performing makeup work unless they work more than 11 hours in a workday or more than 40 hours in the workweek.

Make-Up Time Request Form located [here](#).

VI. Safe Harbor Policy for Exempt Employees

It is the School's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure employees are paid properly and no improper deductions are

made, employees must review their pay stubs promptly to identify and to report all errors.

If the employee believes a mistake has occurred or if the employee has any questions, the employee should use the reporting procedure outlined below.

Exempt salaried employees receive a salary which is intended to compensate for all hours worked for the School. This salary will be established at the time of hire or when the employee becomes classified as an exempt employee. While it may be subject to review and modification from time-to-time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under state law, salary is subject to certain deductions. For example, the employee's salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability, if the available paid sick leave has been exhausted;
- intermittent absences, including partial-day absences, covered by the federal Family and Medical Leave Act and/or any state-equivalent leave act, if other available paid leave has been exhausted;
- to offset amounts received as payment for jury and witness fees or military pay;
- during the first or last week of employment in the event the employee works less than a full week; and
- any work week in which the employee performs no work for the School.

Salary also may be reduced for certain types of deductions, such as the employee portion of health, dental or life insurance premiums; state, federal or local taxes, social security; or, voluntary contributions to a 401(k) or pension plan.

In any workweek in which the employee performed any work, the employee's salary will not be reduced for any of the following reasons:

- partial-day absences for personal reasons, sickness or disability;
- absence on a holiday when the facility is closed or because the facility is otherwise closed on a scheduled workday;
- absences for jury duty, attendance as a witness or military leave in any week in which the employee has performed any work; and
- any other deductions prohibited by state or federal law.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to the Human Resources Manager. If the Human Resources Manager is unavailable or if employees believe it would be inappropriate to contact that person (or if they have not received a prompt and fully acceptable reply), they should immediately contact the Business Manager.

Every report will be fully investigated, and corrective action will be taken where appropriate, up to and including termination for any employee who violates this policy. In addition, the School will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

VII. Place and Time for Payment of Wages

A. Regular Pay Days

Employees are paid semi-monthly: payday is scheduled twice per month on the 10th and 25th day of each month. If a payday falls on a weekend or holiday, employees will be paid on the preceding workday. Employees are required to report any overpayment of wages to Human Resources. Any discrepancies or shortages in the calculation of wages should be reported as soon as possible after payday.

For employees who are not on direct deposit, checks are mailed to their home address on file.

B. Payment on Resignation, Termination, or Completion of Assignment or Term

If an employee resigns, their paycheck will be available on the final day of work, provided the employee has given at least 72 hours' prior notice. If an employee resigns without giving 72 hours' notice, their paycheck will be made available at the office at which the employee was performing services within 72 hours after the employee gives notice of the resignation, unless the employee requests in writing that their final paycheck be mailed, in which case the School will mail the final paycheck within three days after the employee gives notice. Employees who are terminated involuntarily will be paid on the day of the discharge. If an employee is hired for a specific assignment or otherwise has a defined term of employment, their paycheck will be available upon the completion of the assignment or employment term. In all cases, employees' final paychecks will include payment for all wages owed and any accrued but unused vacation time.

C. Garnishments

The School complies with applicable state and federal laws regarding the garnishment and assignment of wages. Repeated garnishments for multiple debts can be grounds for discharge or other discipline as provided by applicable laws.

D. Payroll Deductions

Deductions for federal Income Tax, Social Security Tax, and Medicare are required by federal law. State Income Tax and State Disability Insurance deductions vary according to the state in which your work is performed. Other deductions for insurance or other benefits may be specifically authorized by the employee in writing or by electronic signature. Each paycheck stub itemizes amounts that have been withheld. It is the employee's responsibility to confirm the accuracy of payroll deductions and personal information and to notify their manager immediately of any changes. It is important that employees keep this information for tax purposes. Questions about deductions should be directed to the employee's manager.

Timekeeping

To ensure compliance with all applicable laws, nonexempt employees must accurately record all hours worked using the School's timekeeping system. This means they must clock in and out whenever they begin, cease, or resume working during the course of a workday. While you need not clock out and in during your rest periods, you must clock out and in during your meal periods. Under no circumstances may one employee clock in or out for another employee.

Exempt employees are not required to clock in and out; however they are expected to accurately report absences from work due to personal needs, illness, or other applicable leave. \

Employees must clock in and out using their School-issued mobile device. Personal mobile devices may **not** be used for timekeeping purposes.

Remote employees must clock in and out from the address that is on file with the School. Employees clocking in from non-assigned sites must notify their supervisor in advance.

The School reserves the right to use geofencing or other available technology on School-issued devices to verify an employee's work location for time keeping purposes.

Employees are absolutely prohibited from doing the following:

- Recording incorrect hours worked.
- Recording hours worked on behalf of another employee.
- Working "off the clock." This includes, but is not limited to, choosing to arrive early for work and completing preliminary work activities before clocking in; clocking out and continuing to work to avoid triggering a meal period requirement; and clocking out and continuing to work in general (e.g., finishing work after you have clocked out or working while waiting for a rideshare).

Failing to accurately record all hours worked at the start of the workday and at the end of the work as illustrated in the following examples:

I. Start of the Workday

The workday begins at the beginning of an employee's shift or as soon as an employee starts performing any work-related tasks, whichever comes first. Work-related tasks and worktime includes, but is not limited to, when an employee arrives at their workstation and performs preparatory tasks such as turning on the computer, logging into systems, equipment preparation, setting up equipment, attending team meetings, or reviewing required materials. These preparatory tasks are considered part of compensable work time and must be accurately recorded in the timekeeping system as such. Employees are required to record the time they begin these preparatory tasks as the actual start of their workday, even if these activities occur before a scheduled shift start time. All such time must be recorded and will be compensated. Employees are required to be ready to begin working at the start of their shift.

II. End of Workday

The workday ends at the end of the employee's shift or only after an employee has completed all work-related tasks for the day, whichever comes last. Work-related tasks and work time includes but is not limited to any end of day activities such as logging out of systems, shutting down equipment, and putting work materials away. These end of day activities are considered part of compensable work time and must be accurately recorded in the timekeeping system as such. Employees are required to record the time they finish these end of day activities as the actual end of their workday, even if these activities occur after a scheduled shift end time. All such time must be recorded and will be compensated.

The following are examples of timekeeping violations. This list is intended to provide guidance and is not all-inclusive.

- Falsification of any time record including a Daily Timekeeping, Meal and Rest Period Report (e.g., shaving time to avoid a meal period or "rounding" the times of meal periods rather than recording the exact start and stop times).
- Failing to complete a Daily Timekeeping, Meal and Rest Period Report to report any work performed while "off the clock" or clocked out. The School is fully committed to paying nonexempt employees fully for all time worked. Therefore, it is mandatory for all nonexempt

employees to report any time that is not captured “on the clock” by accurately completing a Daily Timekeeping, Meal and Rest Period Report. This report is essential for the School to accurately process payroll and pay its nonexempt employees for all time worked.

- One employee clocking in or out for another employee or recording hours on behalf of another employee (e.g., asking another employee to clock you in because you are running late or asking another employee to clock you out after you have stopped working).
- Recording inaccurate hours worked and/or failing to record all hours worked.

If employees need to correct their time records (for example, they forget to clock in/out, forget to record actual time of meal period, etc.), employees must immediately report the issue to a supervisor and correct the issue by completing a Daily Timekeeping, Meal and Rest Period Reporting Form. Employees should apprise their supervisor during the same day/shift that they experienced the timekeeping issue, and the supervisor will correct the timekeeping record.

It is the personal responsibility of all nonexempt employees to ensure that their hours worked are accurately recorded in the timekeeping system and that any errors are immediately reported. Accurately recording hours worked is not only a term and condition of employment, but it also facilitates the timely and accurate payment of your wages and receipt of other employment-related benefits. Violations of this policy may result in disciplinary action, up to and including termination.

Attendance and Tardiness

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affect the School’s ability to implement its educational program and disrupt consistency in students’ learning.

If it is necessary to be absent or late, employees are expected to telephone the office as soon as possible but no later than one-half (1/2) hour before the start of the workday. If an employee is absent from work longer than one (1) day, they are required to keep the administration timely notified of their inability to report to work.

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

Personnel Records

I. Personnel Files

The information in an employee's personnel file is permanent and confidential and must be kept up to date. Employees should inform the Human Resources Manager immediately whenever there are changes in personal data such as address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency. Employees also should inform the Human Resources Director of any specialized training or skills they acquire. Employees are also responsible for maintaining a current group life insurance beneficiary designation. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage.

Employees have the right to inspect their personnel files at reasonable times and on reasonable notice. In addition, employees have the right to request copies of all employment-related documents that they have signed. An employee may inspect only their own personnel file and only in the presence of the Human Resources Director.

Personnel files are the property of the School and may not be removed from the School's premises without written authorization from the Human Resources Director.

II. Payroll Records

Employees and former employees also have the right to inspect and copy certain School payroll records regarding their compensation, and deductions from their compensation, upon reasonable request to the School. Employees wishing to review or copy payroll records should notify the Human Resources Department.

Termination, Discipline, and Rules of Conduct

I. Termination

A. Voluntary Termination

The School will consider an employee to have voluntarily terminated their employment if an employee does any of the following:

- 1) Elects to resign from the School;
- 2) Fails to return from an approved leave of absence on the date specified by the School; or
- 3) Fails to report to work for three (3) consecutive days.

Although employment with the School is at-will, the School requests that an employee who intends to voluntarily leave their employment with the School provide appropriate written notice to their supervisor or Human Resources. This advance notice will provide your supervisor adequate time to complete the termination process and ensure a smooth transition for your departure from the School. All School-owned property (laptops, cell phones, student files, student grades and work product, lesson plans, keys, files, identification badges, credit cards, etc.) must be returned immediately upon termination of employment.

Employees who resign are responsible for returning all School property and completing the separation process consistent with School policy. Supervisors must document voluntary terminations in alignment with School policy to ensure accurate position tracking and reporting.

B. Involuntary Termination

An employee may be terminated involuntarily for reasons that may include poor performance, misconduct, or other violations of the School's rules of conduct as set forth below. Notwithstanding this list of rules, the School reserves the right to discharge or demote any employee with or without cause and with or without prior notice.

C. Termination Due to Reorganizations, Economics, or Lack of Work

From time to time, the School may need to terminate an employee as a consequence of reorganizations, job eliminations, economic downturns in business, or lack of work. Should the School consider such terminations necessary, the School will attempt to provide all affected employees with advance notice when practical. Layoff benefits associated with such terminations, if any, will be as specified in the notice.

II. Discipline and Rules of Conduct

Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet School standards, the employee will be subject to discipline up to and including termination.

The rules set forth below are intended to provide employees with notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which the School determines adversely affects or is otherwise detrimental to the interests of the School, other employees, or customers, may also result in disciplinary action.

A. Misconduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare, and the School's operations also may be prohibited. Violation of the following standards may result in disciplinary action, up to and including immediate termination:

- Insubordination, including, but not limited to, failure or refusal to comply with the legitimate orders or instructions of a supervisor or administrator, or the use of abusive or threatening language toward a supervisor or administrator.
- Using abusive, profane, threatening, or obscene language, or engaging in inappropriate physical contact with students or other employees while on School premises or while conducting School business.
- Sleeping while on duty or malingering.
- Working overtime without authorization or refusing to work assigned overtime.
- Falsification of employment records, employment information, or other School records. This includes making false statements or omitting material information during the employment application process.
- Falsifying any time record.
- Theft, damage, or destruction of any School property or the property of any employee or student.
- Unauthorized use of School equipment, time, materials, or facilities.
- Provoking or engaging in a physical altercation during working hours or on School property.
- Engaging in horseplay during working hours or on School premises.
- Using or possessing real or replica firearms or any other dangerous weapons on School premises at any time.
- Causing, creating, or participating in a disruption of any kind during working hours or on School property.
- Unsatisfactory work performance, including poor work quality, low productivity, or failure to meet performance expectations.
- Poor attendance, including but not limited to excessive or habitual tardiness, absenteeism, leaving work early without authorization, unauthorized absences, or abuse of meal periods, rest breaks, or work time, to the extent permitted by law.
- Failure to observe established work schedules, including meal and rest periods.
- Working "off the clock" or failing to accurately record or report all hours worked.
- Failing to maintain the confidentiality of employee, student, vendor, or School information, including sharing confidential information with unauthorized individuals or entities.
- Violation of School policies, rules, procedures, or applicable safety, health, or security requirements.
- Committing a fraudulent act or a breach of trust under any circumstances.

- Engaging in unlawful harassment, discrimination, or retaliation.
- Making false or malicious statements about any employee or student, or about the School.
- Poor personal hygiene and grooming habits, unless otherwise protected by law.
- Gambling of any type on School premises.
- Violation of the Drug and Alcohol Abuse Policy, including, but not limited to, refusing to submit to a drug or alcohol test required by the School.
- Use of cameras or other recording devices on School premises except as expressly authorized by the School.
- Intentionally supplying false information to obtain a leave of absence or other benefits from the School.
- Performing unauthorized personal or outside work during working hours.
- Failure to observe designated areas limiting smoking, eating, drinking, or other activities.
- Smoking or using tobacco products on School property.
- Failure to possess or maintain the credential or certificate required for the position.
- Allowing a visitor onto campus without prior authorization and without the appropriate clearances.
- Allowing an animal on campus without prior approval from School administration.
- Failure to disclose a pending action against the employee's credential by the California Commission on Teacher Credentialing.
- Failure to appropriately supervise students.

This statement of prohibited conduct does not alter the School's policy of at-will employment. The School retains the right to terminate the employment relationship at any time, with or without reason or advance notice.

Note that all employees are employed at-will, and the School reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The School will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, the School will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

B. Discipline

Inappropriate conduct, such as violation of School policies and rules and/or poor performance, may warrant disciplinary action. Under appropriate circumstances, the School may subject an employee to a range of disciplinary action that includes, but is not limited to, verbal warnings, written warnings, suspension, or termination. The system is not formal, and the School may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including immediate termination of employment. The School's use of varying forms of discipline does not alter the at-will employment relationship in any way. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

Disciplinary processes must be implemented consistently with the Personnel Evaluation and Supervision policy and the Employee Professional Expectations. Nothing in this section limits the School's authority to terminate employment at-will.

Professional Boundaries: Adult-Student Interactions Policy

This policy applies to all HCCTS employees, volunteers, contractors, and Governing Board ("Board") members¹ (collectively referred to as "adults" herein).

Except as specified in more specific policies, this policy shall govern. For the purposes of this policy the term "boundaries" is defined as acceptable professional behavior by adults while interacting with a student. Trespassing beyond the boundaries of a student-adult relationship is deemed an abuse of power and a betrayal of public trust.

I. Acceptable and Unacceptable Behaviors

Some activities may seem innocent from an adult's perspective but may be perceived as an inappropriate interaction from a student point of view. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between adults and students, but to prevent relationships that could lead to or may be perceived as inappropriate, or sexual misconduct, or "grooming." Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of adults and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Adults are responsible for maintaining appropriate professional boundaries with students at all times. Physical contact with students should be limited to situations in which it is reasonably necessary for safety, emergency response, health-related assistance, accessibility accommodations, or other legitimate instructional purposes, and must always be professional, brief, and appropriate under the circumstances. Physical contact must never be initiated for personal affection, social interaction, or personal gratification. Any physical contact must be respectful of the student's personal boundaries and consistent with School policy. If a student expresses discomfort with otherwise appropriate physical contact, that preference must be respected unless doing so would compromise the health or safety of the student or others. Violations of this policy may result in disciplinary action, up to and including termination of employment or removal from service. All adults are expected to understand and adhere to both the letter and the spirit of this policy in their daily interactions with students.

Professional boundaries apply not only between students and staff, volunteers, and contractors, and Board members, but also among and between students, and among and between adults employed, volunteering, or under contract with the School. All members of the School community are expected to maintain professional conduct that models appropriate behavior and fosters a safe and respectful learning environment. Additionally, all facilities/areas under School control shall be effectively supervised to promote a safe environment for students and individuals performing services on behalf of the School.

A. Unacceptable Behaviors

These lists (and any subsequent lists) are not meant to be all-inclusive, but rather, illustrative of the types of behavior this policy is intended to address.

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs), or items such as money, food, outings, electronics, etc., without the prior written

¹ This policy does not apply to student board members under Education Code section 47604.2, or otherwise.

approval of the Executive Director or designee. Any approved gift should be provided through the Executive Director or designee and accompanied by the educational rationale for the gift.

- Kissing of any kind.
- Massage (except when provided by a licensed massage therapist or other qualified professional in connection with athletics in an open and observable setting, or as required by a student's IEP or Section 504 Plan).
- Full frontal or rear hugs and lengthy embraces.
- Touching a student's buttocks, thighs, chest, breasts, genital area, or other intimate body parts, except as reasonably necessary for health, safety, emergency response, or as otherwise permitted by School policy.
- Wrestling, tickling, horseplay, piggyback rides, or similar physical interactions with students.
- Any actual or attempted sexual contact, sexual misconduct, or sexually exploitative behavior.
- Unnecessary or inappropriate physical contact with a student.
- Being alone with a student in a non-public or non-observable setting without a legitimate educational purpose or appropriate authorization.
- Furnishing tobacco products, nicotine products, alcohol, controlled substances, or illegal drugs to a student, or knowingly failing to report such conduct when required.
- Dating, attempting to date, or pursuing a romantic relationship with a student.
- Making comments about a student's physical appearance, body, attractiveness, or sexual development that are unrelated to a legitimate educational purpose.
- Taking, possessing, or sharing photographs, videos, or audio recordings of students for personal use or posting them on personal websites, personal social media accounts, or other electronic platforms.
- Undressing in front of a student.
- Leaving campus alone with a student for non-school-related purposes or without prior authorization.
- Sharing a bed, mat, or sleeping bag with a student.
- Making or participating in sexually inappropriate comments, sexual jokes, or comments with sexual overtones or double entendres.
- Seeking emotional involvement or an inappropriate personal relationship with a student beyond the normative care and concern required of an educator.
- Listening to or telling sexually explicit or sexually oriented stories.
- Discussing personal, intimate, or romantic issues with a student.
- Becoming involved with a student so that a reasonable person may suspect an inappropriate relationship.
- Giving students a ride to or from school or school activities unless expressly authorized in advance by the Executive Director or designee and the student's parent or legal guardian, if applicable, or otherwise permitted by School policy.
- Being alone in a room with a student at school with the door closed and/or windows blocked from view unless there is a legitimate educational purpose and visibility is maintained whenever reasonably possible.
- Allowing students at your home or other private residence without the prior written permission of the Executive Director or designee for a pre-planned and pre-communicated educational activity that includes another School employee, parent, legal guardian, or designated School volunteer.
- Engaging in electronic, digital, or social media communication with a student that is not School-related, including through personal email, text messages, private messaging applications, personal social media accounts, or other electronic means.
- Engaging in any form of grooming behavior, including conduct designed to build secrecy, dependency, isolation, or inappropriate trust.

- Using physical force or corporal punishment—including hitting, shoving, pushing, slapping, grabbing, pinching, kicking, paddling, swatting, or physically restraining a student except as permitted by law and School policy, or requiring students to perform physical exercises as punishment.
- Engaging in any conduct, whether on or off duty, that would reasonably be expected to impair professional judgment, compromise appropriate boundaries with students, or undermine public trust in the School.

B. Acceptable Behaviors

The following are examples of acceptable behaviors. This list is intended to be illustrative and is not all-inclusive.

- Handshakes.
- High-fives and hand slapping.
- Reasonably restraining a violent individual when necessary to protect yourself, others, or property, and in accordance with School policy and applicable law.
- Obtaining all required approvals before taking students off School property for School-sponsored activities, including any required administrative approvals, parent or legal guardian consent, if applicable, and signed waiver or permission forms.
- Emails, text messages, phone conversations, and other communications with students through School-approved platforms, when permitted, that are professional, transparent, and directly related to School activities, classes, or other legitimate educational purposes.
- Keeping the door open or otherwise maintaining visibility when alone with a student.
- Maintaining reasonable and appropriate physical space between yourself and students.
- Politely and professionally correcting students if they cross personal or professional boundaries, including inappropriate touching, hugging, kissing, or other physical contact.
- Keeping administration informed when a significant concern develops regarding a student, such as a change in demeanor, unusual behavior, or a potential safety concern.
- Keeping discussions with students professional, appropriate, and limited to legitimate educational or School-related matters.
- Promptly seeking guidance from your supervisor or administration if you encounter a situation involving professional boundaries.
- Involving your supervisor in discussions regarding boundary concerns that have the potential to become more serious, including grooming behaviors, other red flags, disturbing written or electronic communications, or a student's inappropriate fixation on an adult.
- Making timely and objective documentation of incidents that, in your professional judgment, could develop into more serious concerns.
- Recognizing the responsibility to address and report unacceptable behaviors by students, employees, volunteers, contractors, or other adults.
- Asking another adult to be present, or within close supervisory distance, whenever you must meet alone with a student outside of regular School hours.
- Prioritizing professional conduct during all interactions with students.
- Asking another adult to be present whenever practicable when working one-on-one with a student who requires additional support or accommodations.
- Considering whether your actions could reasonably be perceived as crossing professional boundaries or creating the appearance of impropriety.
- Documenting any interaction with a student that may involve or appear to involve a boundary

concern, including any electronic communications.

Nothing in this policy prohibits appropriate physical contact that is reasonably necessary for legitimate educational, health, safety, accessibility, or emergency purposes. This includes, but is not limited to, guiding a student along a physical path, assisting a student after a fall, providing first aid or cardiopulmonary resuscitation (CPR), responding to a medical emergency, protecting individuals from imminent harm, or using reasonable force in self-defense, defense of another person, or to protect property, when permitted by law and School policy. Any physical intervention must be limited to the amount of force reasonably necessary under the circumstances. Excessive or unnecessary force is strictly prohibited.

II. Boundaries Violation Reporting

When any adult becomes aware of another individual (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a reasonable suspicion of misconduct, he or she must report the suspicion to the Executive Director or Human Resources promptly. Prompt reporting is essential to protect students, the suspected adult, any witnesses, and the school as a whole. Adults must also report to the administration any awareness of, or concern about student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

III. Investigating

The Deputy Director, Director of Human Resources and Director of Safety will promptly investigate and document the investigation of any allegation of a violation of the Adult-Student Relations policy by a staff member, using such support staff or outside assistance, as they deem necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or adult(s) including any potential witnesses, as much as possible.

In the event the allegation also constitutes a reportable allegation under California Penal Code section 11166, The Deputy Director shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up such a report with a written report within thirty-six (36) hours. Depending on the allegations, the Deputy Director may defer investigating to law enforcement or other outside authorities.

IV. Consequences

Adults who have violated this policy will be subject to appropriate disciplinary action, and where appropriate, will be reported to authorities for potential legal action.

Child Abuse and Neglect Reporting

This policy applies to all School employees, volunteers, contractors, and Governing Board (“Board”) members (collectively referred to as “mandated reporters” herein).²

If, within your professional capacity or within the scope of your employment, you observe or gain possession of knowledge that a child has been a victim of child abuse or neglect, or you reasonably suspect it, California Penal Code Section 11166 requires you to immediately report this information or suspicion to a child protective agency or the police. 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 like position, drawing, when appropriate, on the person’s training and experience, to suspect child abuse or neglect. It does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. The report shall be made by phone as soon as possible and a subsequent written report must be sent within 36 hours of your knowledge or suspicion of the abuse. Failure to meet these obligations can result in a monetary fine and/or jail.

The School will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to individuals who are mandated reporters. Mandated reporter training will also be provided to all qualifying individuals who begin their service mid-year. Independent contractors are required to complete their own training. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine. Training will also be provided on the prevention of abuse, including sexual abuse and assault, of children on School grounds, by School personnel and volunteers, or in School-sponsored programs.

All individuals who are required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of the start of each school year, or within the first six (6) weeks of that

² This policy does not apply to student board members under Education Code section 47604.2, or otherwise.

individual beginning service for the School. The School will maintain documentation of all completed training.

Adult Abuse and Neglect Reporting

In addition to child abuse and neglect reporting, the School recognizes the importance of elder abuse and mandated reporting. Under the Welfare and Institutions Code for Elder Abuse mandatory reporting of physical abuse, neglect, self-neglect, sexual abuse, mental suffering, financial abuse, isolation, abandonment or abduction of an elder (65 + years or older) or adult (18+ years or older) should occur when:

- Victim reports abuse or has knowledge of abuse.
- Mandated reporter observes the incident.
- Injury or condition leads the mandated reporter to suspect that abuse has occurred.

California Penal Code section 368 requires you to immediately report this information or suspicion to Adult Protective Services or the police. The report shall be made by phone as soon as possible and a subsequent written report must be sent within 36 hours of your knowledge or suspicion of the abuse. Failure to meet these obligations can result in a monetary fine and/or jail.

Drug and Alcohol Abuse Policy

It is the intent of the School to promote a safe, healthy and productive work environment for all employees. Employees who are impaired by alcohol or drugs may present a safety risk to themselves and to other employees. We are therefore committed to maintaining a safe and healthy workplace free from the influence of alcohol and drugs. We hope all employees will join with us in achieving our goal of a safe and productive drug-free workplace.

For purposes of this policy, “illegal drugs” includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). “Marijuana” means and includes any form of cannabis, including medicinal or recreational use, when used in violation of state or federal law or in a manner that impairs work performance. “Drug paraphernalia” means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. “Under the influence” means that the employee is impaired by alcohol, prescription medication, marijuana, and/or illegal drugs in a manner that affects job performance, safety, or the ability to perform essential functions.

Nothing in this policy is intended to prohibit the lawful use of marijuana while off-duty and away from the workplace. This policy does not prohibit lawful off-duty, off-premises cannabis use, except where otherwise permitted by law, federal requirements, or a position-specific exception. The School will not discriminate against any employee in the terms or conditions of employment for the lawful use of marijuana while off-duty and away from the workplace.

The School complies with all federal and state laws regarding drugs, alcohol, and controlled substances in the workplace. This policy prohibits the following:

- Use, possession, purchase, or offer for sale of illegal drugs, marijuana (except for lawful off-duty cannabis use that is not on School premises and does not affect work performance or safety), drug paraphernalia, or alcohol during working hours, including meal and break periods, or in the presence of students, while on duty, on School premises, or while representing the School;
- Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia, or alcohol

- on School property at any time;
- Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia, or alcohol while attending a School function or event;
- Storing alcohol (if unauthorized), illegal drugs, marijuana, or drug paraphernalia in a locker, desk, automobile, or other repository on the School's premises or in a School-controlled area;
- Refusing to submit to a lawfully authorized inspection or testing process when requested by the School and when consistent with applicable law;
- Being under the influence of illegal drugs, marijuana, prescription medication that impairs the employee's ability to safely or effectively perform their job duties, and/or alcohol during working hours, while on the School's premises, and/or while attending a School function or event;
- Conviction under any criminal drug statute for a violation occurring in the workplace; or
- Failure to properly secure or identify prescription medication when required for safety, security, or legal compliance.

In addition, if you are taking any kind of prescription or nonprescription medication that may affect your ability to safely perform your job, you must notify Human Resources or your supervisor so the School can assess safety concerns and determine whether a temporary work restriction, accommodation, process or other action is appropriate. Human Resources will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students.

This policy will not be construed to prohibit the use of alcohol at social or business functions sponsored by the School where alcohol is served or while entertaining actual or prospective donors to the School. However, employees must remember their obligation to conduct themselves appropriately at all times while at School-sponsored functions or while representing the School.

I. Testing

To the extent permitted by law, the School may require employees to undergo blood, urinalysis, medical examination, or other drug and/or alcohol testing when the School has a reasonable suspicion that an employee is using, possessing, or is under the influence of drugs or alcohol, based on reasonable suspicion, post-incident circumstances, a required fitness-for-duty evaluation, or other circumstances permitted by law.

Such testing will not include screening for non-psychoactive cannabis metabolites.

Reasonable suspicion may exist when one or more trained supervisors or other appropriate witnesses observe specific, contemporaneous, and articulable facts that reasonably indicate an employee is under the influence of an illegal drug, Delta-9-tetrahydrocannabinol ("THC"), or alcohol, or is otherwise impaired in a manner that may pose a risk of harm to the employee, other employees, students, or others while performing their job duties.

The School may also require testing of employees involved in a work-related accident or unsafe practice that jeopardizes the safety of the employee, other employees, students, or others, to the extent permitted by law.

Any refusal to submit to a lawful testing process may be treated as a violation of this policy and may result in disciplinary action, consistent with applicable law. As a condition of employment, employees are required to comply with lawful testing or examination procedures under this policy. The School will determine the

manner in which such testing is conducted to help ensure the accuracy and reliability of the test results.

II. Violations

Compliance with this policy is a condition of employment at the School. Failure or refusal of an employee to cooperate fully, sign any required document, or submit to any lawful inspection or testing will result in discipline, up to and including termination. Furthermore, any violations of this policy may result in disciplinary action, up to and including termination, at the School's sole discretion.

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, the School may report such illegal drug activities to an appropriate law enforcement agency where appropriate and consistent with law. In addition, employees have an obligation to notify the School of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction. Failure to do so may result in discipline, up to and including termination.

Workplace Violence Prevention Plan

The School is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, the School has established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on School- related business, or while operating any vehicle or equipment owned or leased by the School. This policy applies to all employees.

VI. Workplace Violence Prevention Plan and Training

In compliance with state law, the School has drafted a Workplace Violence Prevention Plan (WVPP), and an Injury and Illness Prevention Plan (IIPP).

Employees may review the Workplace Violence Prevention Plan (WVPP) and Injury and Illness Prevention Plan (IIPP), any time on [HCCTS.org](https://www.hccts.org) or by using the links below:

- [Workplace Violence Prevention Plan](#)
- [Injury and Illness Prevention Plan](#)

Employees will also be trained annually and following any incident of workplace violence on the following topics:

- The workplace violence hazards present at the School;
- The contents of the Workplace Violence Prevention plan;
- Our workplace violence prevention procedures, including reporting requirements and our review, response and evaluation procedures; and
- How to recognize potential workplace violence and take appropriate action when confronted with a potentially violent situation.

At the same frequency, supervisors are also trained in workplace violence awareness and prevention, how to recognize signs of workplace violence, what to do in the case of work-related violence and how to deal with the aftermath of violence.

V. Corrective Action and Discipline

If the School determines that workplace violence in violation of this policy has occurred, the School will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, the School will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Under certain circumstances, the School may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, the School may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

VII. Employee Assistance Program

Any employee who believes that they may have a problem that could lead to violent behavior is encouraged to use the School's Employee Assistance Program. The EAP is a professional, confidential counseling service that is available to all personnel and members of their household to assist in resolving emotional difficulties, marital and family conflict, stress, chemical dependency, conflicts at work, and other concerns. The EAP counselor can help to clarify a problem and to develop an action plan during the counseling session. EAP services are prepaid by the School.

Further information regarding the School's Employee Assistance Program may be obtained from your supervisor or from Human Resources.

Confidential Information

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, all student information, student lists, lesson plans, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Personal, private information about other employees and personnel matters are also confidential, if learned as a part of the employee's job performance. This policy also encompasses any and all identifying or confidential information of all former and current students which is protected under the Family Educational Rights and Privacy Act.

The School prohibits audio and/or video recordings in the workplace, during working hours, without authorization of the School due to privacy and confidentiality concerns and protections.

The School devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of the School you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by the School. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of the School, either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any and all School property, trade secrets or confidential information shall be returned to the School during extended leaves of absence, upon request or upon termination of employment.

During your employment with the School, you will not be permitted nor required to breach any obligation to keep in confidence proprietary information, knowledge, or data acquired during your former employment.

You must not disclose to the School any confidential or proprietary information or material belonging to former employers or others.

Failure to comply with this policy may result in disciplinary action, up to and including termination.

Computer Usage and Privacy

Every employee who is provided access to the School's Communications Systems is responsible for using the Communications Systems in accordance with this policy. Any questions about this policy should be addressed to Human Resources.

Definitions: The School's electronic communications systems ("Communications Systems") includes, but is not limited to, computers, laptops, e-mail, telephones, cellular phones, tablets, text messaging, instant messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks.

Ownership and Conditions of Use: The Communications Systems are the property of the School. They have been provided by the School for the sole purpose of conducting School-related business as well as other business that is approved by the Executive Director of the School. All communications and information transmitted by, received from, or stored in these systems are School records and the property of the School. Electronic communications are a means of business communication. The School requires all employees to conduct themselves in a professional manner. Employees should conduct all electronic communications with the same care, judgment, and responsibility that they would use when sending letters or memoranda written on School letterhead. Special care must be taken when posting any information on the Internet because of the potentially broad distribution of and access to such information.

To protect the integrity of the School's Communications Systems and the users thereof against unauthorized or improper use of these systems, the School reserves the right, without notice, to limit or restrict any individual's use, and to inspect, copy, remove, or delete any unauthorized use of its Communications Systems upon authorization of the Executive Director or their designee. The School also reserves the right periodically to monitor the use of its Communications Systems and to access employee's voice mail, Internet access, and e-mail for that purpose or any other business-related purpose upon authorization of the Executive Director or their designee.

Erasing an e-mail message from a mailbox does not necessarily erase all copies of the message on the network. Archived copies may be stored for substantial periods of time and are subject to the provisions of this policy regarding content, review, access, and disclosure.

Employees are required to comply with the School's Computer Usage and Privacy Policy and agree to be bound by this policy by using the School's Communications Systems.

Confidentiality and Privileges: Information stored on the Communications Systems is intended to be kept confidential within the School. The School has taken all reasonable steps to assure confidentiality and security. Like other means of communication, however, it is not possible to guarantee complete security of electronic communications either within or outside the School, and care should be exercised when sending or receiving sensitive, privileged, or confidential information electronically. For example, information sent through the Internet can be monitored by external systems en route to its final destination. All employees must keep this in mind when forwarding sensitive, confidential, and/or privileged information. Where appropriate, this fact should be disclosed to outside contacts.

Prohibited Use: Employees are prohibited from using the Communications Systems for any unauthorized, unlawful, or inappropriate purpose, including, but not limited to, the following:

- Employees are strictly prohibited from using the Communications Systems to transmit, display, store, or distribute content that discriminates against, harasses, retaliates against, or is offensive toward an individual based on a Protected Category, as defined in the Discrimination, Harassment, Retaliation and Complaint Procedures policy, or any other characteristic protected by applicable federal, state, or local law. The School's policies prohibiting discrimination, harassment, and retaliation apply to all use of the Communications Systems.
- Employees are prohibited from using the Communications Systems to transmit or make accessible threatening, abusive, offensive, defamatory, harassing, or otherwise inappropriate material, or to intentionally damage or violate the privacy rights of others.
- Employees are prohibited from using the Communications Systems to transmit, display, store, publish, or knowingly receive any pornographic, obscene, or sexually explicit material.
- Employees may make incidental and occasional personal use of the Communications Systems, provided such use does not interfere with work responsibilities, School operations, employee productivity, or violate School policies.
- Employees must respect all copyrights and software licenses and may not upload, download, copy, or distribute software or other protected material through the Communications Systems without prior written authorization from the Executive Director.
- Employees must not alter, copy, transmit, remove, disclose, or otherwise misuse School information, confidential information, student information, employee information, proprietary software, or other electronic files without proper authorization.
- Employees are prohibited from reading, accessing, copying, recording, or listening to another person's email, voice mail, files, or other electronic communications without proper authorization and a legitimate business purpose approved by the Executive Director or designee. Anyone who receives an electronic communication that was sent in error must promptly notify the sender and permanently delete the communication.
- Employees may not install software, applications, browser extensions, cloud storage services, or other technology on School-issued devices without prior approval from the IT Department.
- Employees may not use personal email accounts, personal cloud storage services, or unauthorized messaging or collaboration platforms to store, transmit, or share confidential, proprietary, student, employee, or School information unless expressly authorized by the School.
- Employees may not disable, bypass, or interfere with antivirus software, endpoint protection, encryption, firewalls, content filtering, Multi-Factor Authentication (MFA), or any other security measures implemented by the School.
- Employees must remain vigilant for suspected phishing emails, text messages, malicious links, suspicious attachments, and fraudulent websites and must immediately report suspected cybersecurity incidents to the IT Department.
- Employees must lock their workstations whenever leaving them unattended, even briefly, to prevent unauthorized access to School systems and information. Employees must also safeguard passwords, authentication credentials, and Multi-Factor Authentication verification codes and may not share them with any other person.
- Employees must use Multi-Factor Authentication (MFA) for all School accounts and systems whenever available or required by the School.
- Employees may not upload, enter, or otherwise disclose confidential, proprietary, student,

employee, or other protected School information into artificial intelligence (AI) platforms or other external online services unless expressly authorized by the School. Employees remain responsible for ensuring that any use of AI complies with School policies, confidentiality obligations, and applicable law.

- Employees should have no expectation of privacy when using the School's Communications Systems, except as otherwise provided by law. The School reserves the right, to the extent permitted by law, to monitor, access, review, retrieve, disclose, and retain information transmitted, stored, or received through its Communications Systems for legitimate business purposes, including ensuring compliance with School policies and protecting the security and integrity of its systems.

Prohibited Use: Employees are prohibited from using the Communications Systems for any unauthorized or unlawful purpose, including, but not limited to, the following:

- Employees are strictly prohibited from using the Communications Systems to deliver a message that is harassing or offensive on the basis of a Protected Category as defined in the Discrimination, Harassment, Retaliation and Complaint Procedures policy herein or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. The School's policies against discrimination, harassment, and retaliation apply to the use of the Communications Systems.
- Employees are prohibited from using the Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of information of others.
- Employees are prohibited from using the Communications Systems to transmit, display, store, publish, or purposely receive any pornographic, obscene, or sexually explicit material.
- Employees are prohibited from using the Communications Systems for visiting, or transmitting or receiving data to or from, social networking websites. Incidental and occasional personal use of the Communications Systems is permitted.
- Employees must respect all copyrights and licenses to software and other online information, and may not upload, download, or copy software or other material through the Communications Systems without the prior written authorization of the Executive Director of the School.
- Employees must not alter, copy, transmit, or remove School information, proprietary software, or other files without proper authorization from the School.
- Employees are prohibited from reading, copying, recording, or listening to messages and information delivered to another person's e-mail and voice mail mailboxes without proper authorization, based on legitimate business reasons, from the Executive Director or their designee. Anyone who receives an electronic communication for which they are not the intended recipient must immediately inform the sender that the message was sent improperly and must delete the message from their e-mail and voice mail mailboxes.
- Employees may not install software, applications, or browser extensions on School-issued devices without prior approval from the IT department.
- Employees must remain vigilant for suspected phishing emails, text messages, links, attachments, and suspicious websites and must immediately report suspected incidents to the IT Department.
- Employees must lock their workstations whenever leaving them unattended, even briefly, to prevent unauthorized access to School systems and information.
- Employees must use Multi-Factor Authentication (MFA) for all School accounts and systems when available or required by the School and may not disable, bypass, or interfere with any required authentication or security measure.

Access and Disclosure: The Communications Systems are provided solely for the purpose of conducting the School business. Incidental and occasional personal use of the Communications Systems is permitted, but such communications must not disrupt School business. Employees have no expectation of privacy with respect to any information created, received, stored, or transmitted through the Communications Systems.

The School, as owner of the Communications Systems, reserves the right to monitor, access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent over its Communications Systems without the permission of, or prior notice, to any employee.

Although the School entrusts employees with the use of voice mail, e-mail, computer files, software, or similar School property, employees should keep in mind that these items are only intended for business purposes. At all times, they remain School property. Likewise, all records, files, software, and electronic communications contained in these systems also are School property. Electronic files, records, and communications on School computer systems, electronic communication systems, or through the use of School telecommunications equipment are not private. Although they are a confidential part of School property, employees should not use this equipment or these systems for confidential messages. The use of passwords to limit access to these systems is only intended to prevent unauthorized access to voice mail, e-mail, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by School personnel for any number of reasons. As a result, employees have no expectation of privacy when using School communications systems or equipment. The School is not responsible for costs incurred when employees use School telephones or e-mail systems for personal matters.

Employees should use voice mail and e-mail as cautiously as they would use any more permanent communication medium such as a memorandum or letter. E-mail messages:

- May be saved and read by third parties.
- May be retrieved even after “deletion.”
- May be accessed by authorized service personnel.
- May be examined by administration without notice.

There will be times when the School, in order to conduct business, will utilize its ability to access an employee’s e-mail, voice mail, computer files, software, or other School property. The School also may inspect the contents of an employee’s voice mail, e-mail, computers, computer files, or software to monitor job performance, for training or quality control purposes, or when the School suspects that School property is being used in an unauthorized manner.

The School reserves the right to use and disclose any electronic communication on its Communications Systems without the permission of or any prior notice to any employee, including disclosure to law enforcement officials.

Discipline for Violations of Policy: Any employee who discovers misuse of the Internet access or any of the School’s Communications Systems should immediately contact Human Resources or the Executive Director of the School. Any employee who violates any part of this policy will be subject to discipline, up to and including immediate termination.

Policy May Be Amended at Any Time: The pace of technological change and growth in electronic communications is rapid. This policy applies to all present and future electronic communications systems and devices and to improvements and innovations to existing systems and devices and to completely new

technologies, devices, and systems. The School reserves the right to amend this policy at any time through an authorized writing from an authorized School representative.

Social Media Policy

In light of the explosive growth and popularity of social media technology in today's society, the School has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when you: (1) make a post to a social media platform that is related to the School; (2) engage in social media activities during working hours; (3) use School equipment or resources while engaging in social media activities; (4) use your School e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with the School; (6) interact with School students of School students (regarding School-related business) on the Internet and on social media sites; or (7) create or use a School- affiliated social media account.

For the purposes of this policy, the phrase "social media" refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, X (formerly known as Twitter), Pinterest, LinkedIn, YouTube, Instagram, TikTok, and Snapchat, as well as related web- based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums. Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, tablets, and other similar devices.

This policy is intended to supplement, not replace, the School's other policies, rules, and standards of conduct. For example, School policies on confidentiality, use of School equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

Employees are required to comply with *all* School policies whenever your social media activities may involve or implicate the School in any way, including, but not limited to, the policies contained in this Handbook.

Standards of Conduct: Employees are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the School's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with the School.
- Do not post confidential information (as defined in this Handbook) about the School, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- While limited and incidental social media activities at work may be tolerated, such social media activities may not interfere with your job duties or responsibilities. Do not use your School

authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.

- Be knowledgeable about and comply with the School's background check procedures. Do not "research" job candidates on the Internet or social media websites without prior approval from Human Resources.
- Be knowledgeable about and comply with the School's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from the School.
- We encourage employees to be fair and courteous to fellow employees, students, parents, vendors, suppliers, or other people who work on behalf of the School. We also encourage employees to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, suppliers, or other people who work on behalf of the School, or that might constitute harassment or bullying.
- We encourage employees to set their social media accounts to "private" settings to avoid students viewing private or personal social media activity.
- Employees should always be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Please do not post any information or rumors that you know to be false about the School, fellow employees, students, parents, vendors, suppliers, people working on behalf of the School, or competitors.
- Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, students, parents, vendors, suppliers, or other people working on behalf of the School. It is best to use a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the School."
- Never be false or misleading with respect to your professional credentials.

Creating and Using School Social Media: Employees may communicate or connect with students through social media only when using School-authorized, School-owned, or School-operated social media accounts and only for legitimate School-related purposes. Employees are prohibited from communicating or connecting with students through personal or non-School social media accounts. Any such communication may result in disciplinary action, up to and including termination.

The IT Department, in addition to Administration, are responsible for approving requests for School social media accounts, monitoring School social media accounts for inappropriate and unprofessional content, and maintaining the social media account information (including, but not limited to, username and password). The School owns, operates, and controls all School-affiliated social media accounts. The School has final approval over all content and reserves the right to close the social media account at any time, with or without notice. Any unlawful, inappropriate or unprofessional communications may result in disciplinary action, up to and including termination. To set up social media that is owned and operated by the School in compliance with this policy, employees must adhere to the following procedures:

- Request and obtain permission to create School social media from Human Resources.
- Contact the IT Department to set up the social media. Provide the IT Department with the username and password that you would like assigned to the account. If you change the username and/or password, you must immediately update this information with the IT Department. Failure to do so may result in disciplinary action, up to and including termination.

Any social media created and/or used in violation of this policy may result in disciplinary action, up to and including termination.

Nothing in this policy is intended to prohibit you from discussing the terms and conditions of employment with your co-workers or engaging in concerted activities pursuant to the National Labor Relations Act and other applicable laws.

Access: Employees are reminded that the School's various electronic communications systems, including, but not limited to, its electronic devices, computers, telephones, e-mail accounts, video conferencing, voice mail, facsimiles, internal and external networks, computers, cell phones, smart phones, PDAs, tablets, and other similar devices, are the property of the School. All communications and information transmitted by, received from, or stored in these systems are School property.

As a result, the School may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. The School may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with the School has engaged in a violation of this, or any other, School policy. As a result, employees do not have a reasonable expectation of privacy in their use of or access to the School's various electronic communications systems.

Discipline: Any violation of this Social Media Policy may result in disciplinary action, up to and including immediate termination.

Retaliation Is Prohibited: The School prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation of a potential violation of this policy. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Questions: In the event you have any questions about whether a particular social media activity may involve or implicate the School, or may violate this policy, please contact Human Resources by calling (916) 643-4898 or by email at HR@hccts.org.

Social media is in a state of constant evolution, and the School recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School employee is responsible for using good judgment and seeking guidance, clarification, or authorization *before* engaging in social media activities that may implicate this policy.

Teleworking Policy

The School recognizes that telework may be available as a work option, on limited basis, at the employer's discretion, and only when operational needs permit and prior approval is granted in accordance with the processes outlined by the organization.

Definition: Teleworking allows employees to work at home or in an approved remote location for all or part of their regular workday. Teleworking is not an entitlement, nor is it a School-wide benefit. This temporary arrangement in no way alters or changes the terms and conditions of employment with the School, and the declaration of this Policy creates no employee rights in relation to teleworking. Furthermore, the School has the right to refuse to make telework available to an employee and to terminate a telework assignment

without cause at any time in its sole and unreviewable discretion.

General Requirements: Employees shall not telework unless they obtain advance written approval on the School's Work From Home Request Form from the Executive Cabinet member overseeing their department. Employees shall make arrangements with their supervisor and co-workers to address on-site job demands that arise, including returning to the work site to perform certain job duties as needed or as directed by their supervisor. Employees shall be responsible for following all School policies and procedures when teleworking. Employees shall also be solely responsible for the performance of their telework duties; assistance from third parties is strictly prohibited.

Nonexempt employees will be required to (1) record all hours worked as assigned by the School and (2) take and document applicable meal/rest periods. Nonexempt employees must also receive a supervisor's written approval before working additional hours or overtime. Failure to comply with timekeeping and work hour requirements may result in disciplinary action, up to and including termination from employment.

Eligibility Considerations: Consideration will be given to employees who work in positions adaptable for telework assignments, particularly those who have demonstrated work habits and performance well-suited to successful teleworking. At the sole discretion of the School and its management, the following eligibility factors will be considered (Please note that this is not an exhaustive list of factors, but is meant to provide an idea and is in no way all-inclusive):

- The employee has a position where effective communication can be accommodated electronically;
- The employee's telework assignment will not be detrimental to the productivity or work quality of other employees or the effective operation of the School;
- The employee must be able to perform work from home or an approved remote location without distractions or unnecessary risk to the security of School data, records, networks, or confidentiality generally;
- The employee's equipment and software must meet the School's guidelines/standards, and the employee's needs for Information Technology ("IT") support must be minimal;
- The employee must be effective at working independently for extended periods of time;
- The employee has demonstrated or can demonstrate effective time management skills by completing tasks efficiently and within any required deadlines;
- The employee must maintain connections with work groups or teams from their remote work location;
- The employee has no recent or pending corrective or disciplinary actions.

Supervisor Responsibilities: Supervisors managing employees who have been permitted to telework must effectively:

- Implement the telework policy/guidelines;
- Conduct remote supervision;
- Understand the technology and tools necessary for successful remote supervision;
- Establish communication protocols with telework employees, including making continued efforts to involve teleworking employees in office/department events, messages, etc. as applicable to preserve teamwork.

Supervisors will assess each employee's progress on a telework assignment periodically to ensure the employee's compliance with telework requirements, and address any work-related issues, including completing evaluations and other performance management as appropriate.

Information Security and Confidentiality: Employees must never give third parties access to the School network or share network access passwords, and employees must comply with all policies and procedures related to information security and network access.

Consistent with the School's expectations of information security for employees working at the office, teleworking employees must ensure that their telework location is secure and communications provided or sensitive work performed from the telework location remain confidential, away from the presence of family members or guests. Any School materials taken home, such as confidential personnel or pupil records, must be kept in a secure space within the telework location and not be made accessible to any third parties, including the employee's family members or guests. Employees may take steps to increase the security of School materials/information including using locked file cabinets and desks, regular password maintenance, shielding computer monitors, and any other actions appropriate for the position and the telework location.

Performance Standards: Employees must maintain the same or an improved level of productivity and work quality while teleworking. If productivity and/or work quality begin to decline, the telework assignment will be reevaluated to determine if changes are needed or if termination is warranted. Telework allows an employee a high amount of flexibility to complete their work in a timely and proper manner. Employees are expected not to abuse this opportunity by allowing their productivity or work quality to decline.

Professional Boundaries: Employees must maintain appropriate levels of professionalism when interacting remotely with students and/or student's family members in full compliance with the School's "Professional Boundaries: Adult/Student Interaction" policy and as summarized below:

Limit communications with students to issues involving School activities or classes only;

- Ensure professional communication with students by avoiding conversations of an overly personal, inappropriate, sexual, offensive, or indecent nature;
- Respect the privacy rights of students by ensuring communications and/or documents involving confidential pupil information are safeguarded appropriately;
- Maintain the same degree of formality as would be appropriate when working on-site, including in manner of speech, tone, method of communication, and appearance and dress, particularly when the employee may be communicating with students via video chat; and
- Continue to comply with any and all School policies, including enforcing appropriate student behavior and student discipline, child abuse and neglect reporting protocols, and prohibitions on harassment or other inappropriate conduct.

Employees who fail to demonstrate acceptable professional boundaries during telework assignments may be subject to disciplinary action, up to and including termination from employment.

Evaluation and Duration: Evaluation of employee performance during the teleworking assignment may include daily interaction by video, phone and/or email between the employee and the supervisor, and weekly face-to-face and/or video meetings whenever possible to discuss work progress and problems, as needed. The School may modify or terminate telework assignments at any time, with or without cause or advance notice. Although not required, the School may provide an advance notice of the modification or termination of any telework assignment whenever possible.

Electronic Surveillance

The School reserves the right to install security cameras in work areas for specific business reasons, such as

security, theft protection or protection of proprietary information. The School may find it necessary to monitor work areas with security cameras when there is a specific job or business-related reason to do so. The School will do so only after first ensuring that such an action is in compliance with state and federal laws. Employees should not expect privacy in work-related areas. Employee privacy in nonwork areas will be respected to the extent possible. The School's reasonable suspicion of an onsite drug use, physical abuse, theft or similar circumstances would be possible exceptions. Employees should contact their supervisor or the Human Resources Department if they have questions about this policy.

External Communications

Occasionally employees may be contacted by outside sources requesting information about School matters, including information regarding current or former employees, School projects, or other workplace issues. In order to avoid providing inaccurate or incomplete information to outside sources, and the possible negative exposure that may result from providing information about the School to outside sources, any employee asked to speak for or on behalf of the School by any outside source should immediately contact the appropriate School official, as detailed below.

Employees violating this policy may be subject to discipline, up to and including termination of employment.

I. Media Contacts

The School will respond to media inquiries in a timely and professional manner only through the designated spokesperson. If an employee is contacted by a representative from any media organization (e.g., television, radio, or newspaper reporters) to speak for or on behalf of the School, the employee should notify the media representative that they are not authorized to make a public comment on behalf of the School and immediately refer the media representative to the President/CEO. No employee may communicate with media agents on behalf of the School without prior authorization from the President/CEO.

II. Outside Attorneys and Investigators

If an employee is contacted by an outside attorney or investigator regarding School business, including information regarding current or former employees, School projects, or other workplace issues, the employee should inform the inquiring party that they are not authorized to speak on behalf of the School and immediately obtain the individual's name and telephone number. The individual's name and telephone number should then be provided to the Human Resources Department. Nothing in this policy restricts an employee from discussing their wages or other terms and conditions of employment with coworkers or others, to the extent protected by law.

III. Employee References

All requests for references must be directed to Human Resources. No other manager, supervisor, or employee is authorized to release references for current or former employees. The School's policy as to references for employees who have left the School is to disclose only the dates of employment and the title of the last position held except as otherwise required by law.

If you request a letter of recommendation, your current or former manager may choose to provide one. However, please note that this letter should not be issued on HCCTS letterhead.

All reference requests will be handled consistent with School policy. Only Human Resources may issue official employment verifications, and employees providing personal recommendation letters must do so in their individual capacity.

Dress and Grooming Standards

The School considers the presentation of the School image to its customers, suppliers, and the public at large to be extremely important. Since the School's product includes service, and excellent service can only be provided through its employees, the School not only seeks good performance and conduct from its employees, but also expects them to observe high standards in their personal presentation.

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, clean, tasteful and professional appearance at all times to the extent permitted by applicable law. Employees should wear clothing appropriate for the nature of our business and the type of work performed. Supervisors may issue more specific guidelines.

Nothing in this dress code is intended or should be construed to violate, restrict or discriminate against any employee's actual or perceived race (including hair texture and natural hair styles), religion, religious creed, sex, sexual orientation, gender, gender identity or status, gender expression, national origin, ancestry, age, nursing mothers, any combination of two or more of these protected classes, or any other basis protected by local, state, or federal laws. If any employee believes that their protected rights based upon a protected class are being restricted or violated in some manner by the dress code, please contact your manager or human resources so that these concerns can be addressed. Any employee who needs medical or religious accommodation to the School's dress and grooming standards should contact the Human Resources Department.

Operational Considerations

I. Employer Property

Desks, files, copiers, lockers, technology, and supplies, both office and household, are School property and must be maintained according to School rules and regulations. They must be kept clean and are to be used only for work related purposes. Employees do not have any expectation of personal privacy in any School property. The School reserves the right to inspect all School property to ensure compliance with its rules and regulations, without notice to the employee and/or in the employee's absence.

Prior authorization must be obtained before any School property may be removed from the premises. All School property must be immediately returned upon an extended leave of absence, upon request and/or termination of the employment relationship.

II. Employee Property

For security reasons, employees should not leave personal belongings of value in the workplace. Employees are responsible for the security of their personal belongings. The School is not responsible for any lost or stolen personal items at work.

Terminated employees should remove any personal items at the time they leave the School. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination, unless the parties have arranged otherwise.

III. Security

The security of the premises, as well as the welfare of employees and students, requires that you be constantly aware of potential security risks. Therefore, please comply with the following security procedures

to ensure a secure workplace. Be aware of persons loitering for no apparent reason (e.g., in parking areas, walkways, entrances/exits, and service areas). If you notice such a person, report it to Human Resources, the Executive Director of the School, or your supervisor. Secure your work area when called away from it for any length of time, and do not leave valuable and/or personal articles in or around your work area. You should immediately notify Human Resources or the Executive Director when keys, security passes, or identification badges are missing.

V. Health and Safety

Every employee is responsible for the safety of themselves as well as others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times. In compliance with California law and to promote the concept of a safe workplace, the School maintains an Injury and Illness Prevention Program (IIPP). The IIPP is available for review by employees and/or employee representatives. Contact Human Resources if you wish to review the IIPP or if you have any questions concerning this policy. Employees shall not be prohibited from accessing their mobile device or other communication device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to confirm their safety during an emergency condition. An emergency condition means: (i) conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or (ii) an order to evacuate a workplace, a worksite, a worker's home, or the school of a worker's child due to natural disaster or a criminal act.

The School will not retaliate, threaten, or take adverse action against an employee who chooses to leave their workplace or worksite during an emergency situation if they reasonably believe that it is unsafe due to the conditions of natural or criminal disaster and/or extreme peril.

"Emergency situations" are defined as conditions of disaster or extreme peril to the safety of persons or property caused by natural forces or a criminal act, or an order to evacuate a workplace, worksite, or worker's home, or the school of a worker's child due to a natural disaster or criminal act.

A reasonable belief that the workplace or worksite is unsafe means that a reasonable person, under the circumstances known to the employee at the time, would conclude there is a real danger of death or serious injury if that person enters or remains on the premises.

When feasible, the employee must notify their designated point of contact of the emergency requiring the employee to leave or refuse to report to work, and as soon as possible when prior notice is not feasible.

VI. Emergency Contact

Employees are entitled to choose an emergency contact to be contacted by HCCTS in case of emergency. The School will notify an employee's designated emergency contact if the employee is arrested or detained at work but only if the employee has designated an emergency contact for this purpose, and only if the School has actual knowledge of the arrest.

VII. Workplace Rights

All employees are entitled to know and exercise their workplace and constitutional rights. Labor laws, including but not limited to standards for wages, hours, and health and safety, apply to all workers in the state regardless of immigration status. See **Appendix C** for a pamphlet from the State of California

Department of Industrial Relations regarding employee rights at the School.

VIII. Heat Prevention Policies

A. Indoor Heat Prevention

Indoor workplaces will be cooled to below 87 degrees Fahrenheit, if feasible, when employees are present. Indoor workplaces where employees work in high-radiant heat areas or must wear protective clothing that restricts heat removal must also be cooled to below 82 degrees, if feasible. The School will provide cool down areas, methods for cooling down the work areas under certain conditions, water, rest, and training.

The cool-down area will be blocked from direct sunlight, large enough to accommodate the number of employees on rest breaks so they can sit comfortably without touching each other, will be close to work areas, and kept lower than 82 degrees Fahrenheit.

Employees are encouraged to take cool down rest periods, when necessary.

Employers will maintain an Heat Illness Prevention Plan. Employees may review the Heat Illness Prevention Plan (HIPP) [here](#).

This does not apply to incidental heat exposures where an employee is exposed to temperatures above 82 degrees Fahrenheit and below 95 degrees Fahrenheit for less than 15 minutes in any 60-minute period. This also does not apply to emergency operations directly involved in protection of life or property and any teleworking arrangements.

B. Outdoor Heat Prevention

Employees who work outdoors are entitled, encouraged, and expected to take cool-down rest breaks in fixed, shaded areas whenever needed to prevent heat illness. These "cool-down" periods shall last five minutes, or until such time as the employee feels ready to resume their work duties and exhibits no signs or symptoms of heat illness.

These breaks are provided in addition to Employees' regular, ten-minute rest periods. Employees who believe that they were not provided a recovery period that complies with this policy should inform their supervisor or manager, and (if not corrected) Human Resources immediately.

VII. Smoking Policies

All School buildings and facilities are non-smoking facilities. Smoking is prohibited on the School's premises or within 20 feet of a School building and within 25 feet of a school playground, whichever is farther. This includes, but is not limited to, nicotine and non-nicotine cigarettes including herbal cigarettes and marijuana, cigars, pipes as well as e-cigarettes and vaping. Employees who wish to smoke must limit their smoking to products that will not impair or impact their performance during meal and rest periods off premises.

VII. Housekeeping

All employees are expected to keep their work areas clean and organized. Common areas such as lunchrooms and restrooms should be kept clean by those using them. Please clean up after meals. Dispose of trash properly.

VIII. Parking

Employees may use parking facilities as directed by their supervisors. The School is not responsible for any

loss or damage to employee vehicles or contents while parked on School property.

IX. Conducting Personal Business

Employees are to conduct only School business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours. Any employee who violates this policy will be subject to appropriate disciplinary action, up to and including termination.

X. Employees Who Are Required to Drive

Employees who are required to drive their own vehicle on approved School business will be required to show proof of a current, valid license and proof of current, effective insurance coverage. To the extent permitted by law, the School retains the right to transfer to an alternative position, suspend, or terminate such employees whose license is revoked or who fails to maintain personal automobile insurance coverage.

Employees who drive their own vehicles on approved School business will be reimbursed at the per mile rate established by the Internal Revenue Service. As a condition of employment, employees who drive their own vehicle on approved School business are required to use good judgment.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving must refrain from using their cell phone while driving unless they are using a hands-free device. Safety must come before all other concerns. Thus, unless an employee is using a hands-free device in a safe-manner, they must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is also prohibited.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by the School or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves, students, or others at risk to fulfill business needs.

Employees in positions where the operation of a motor vehicle is an essential duty of that position must present and maintain a valid driver's license and acceptable driving record. Changes in an employee's driving record must be reported to their supervisor immediately.

All employees are required to wear seat belts at all times while in a moving vehicle being used for School business, whether they are the driver or a passenger.

Employees should never allow anyone to ride in any part of the vehicle not specifically intended for passenger use and/or any seat that does not include a working seat belt.

Employees must promptly report any accidents to local law enforcement as well as to HCCTS in accordance with established procedures.

Employees must report any moving or parking violations received while driving on School business and/or in a School vehicle.

Any employee operating a School vehicle must immediately report any accident(s), fine(s) and/or violations incurred and provide any and all paperwork associated with the incident(s) to Human Resources and supervisor.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent

conduct beyond the course and scope of their employment. As a result, any employee who is charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability.

Violations of this policy will be subject to disciplinary action, up to and including termination.

XI. Expense Reimbursements

The School's policy is to reimburse its employees for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties. The School requests that employees submit their reimbursements within 30 days of incurring the cost. Certain unnecessary or unreasonable expenses are ineligible for employee reimbursement. Please contact Human Resources to confirm the eligibility of an expense for reimbursement.

A. Mileage

All employees who drive their personal vehicles in the course and scope of their employment must submit a request for mileage reimbursement. Generally, employees are entitled to mileage reimbursement in connection with employer required travel beyond the employee's normal commute. Employees will be reimbursed at the per mile rate established by the Internal Revenue Service. Mileage reimbursement forms are available on the Staff Portal and must include the miles driven, the addresses of the origination and destination, and the date the mileage was incurred. Employees must attach all receipts and documentation, if any.

All employees who drive their personal vehicles in the course and scope of their employment must submit a request for mileage reimbursement. Generally, employees are entitled to mileage reimbursement in connection with employer required travel beyond the employee's normal commute. Employees will be reimbursed at the per mile rate established by the Internal Revenue Service. Employees may obtain the reimbursement form from Accounts Payable and must include the miles driven, the addresses of the origination and destination, and the date the mileage was incurred. Employees must attach all receipts and documentation, if any.

B. Cell Phones

Employees are discouraged from conducting School related business on their personal cell phones. To support employees in carrying out their job responsibilities, HCCTS provides an organization-issued cell phone to all employees for School-related business and communications. Employees are expected to use their HCCTS-issued phone, rather than their personal cell phone, when conducting School business whenever practicable.

Non-exempt, hourly employees should not use, monitor, or respond to communications on their HCCTS-issued phone outside of their scheduled work hours, unless specifically directed or authorized by their supervisor. This includes, but is not limited to, responding to calls, text messages, emails, or other work-related communications. Non-exempt employees are not expected to be available or responsive outside of their scheduled work hours.

Exempt employees may use their HCCTS-issued phone outside of regular work hours as reasonably necessary to fulfill the responsibilities of their position.

Employees are responsible for the reasonable care and appropriate use of HCCTS-issued phones and must comply with all applicable HCCTS policies regarding technology, confidentiality, records, and acceptable use.

C. Other Expenses

The School provides any necessary supplies and equipment for employees to perform their duties. Therefore, employees are not required to purchase any additional equipment or supplies in order to work for the School and should not incur any expense without prior approval from their supervisor.

If, however, an employee encounters an unexpected situation requiring a necessary and reasonable work-related expense in order to perform duties on behalf of the School, the employee must immediately report the situation to their supervisor and Human Resources and obtain prior approval before incurring the expense. Employees will be required to submit documentation to support any request for expense reimbursement.

All reports of expense reimbursement issues will be reviewed, including a review of all relevant expense related records and receipts. If, as a result of the review, it is determined that an employee has incurred reasonable and necessary expenses on behalf of the School, the School will reimburse the employee, in full, for all actual, reasonable, and necessary business-related expenses incurred. It is the responsibility of the employee to keep accurate records and receipts of any business-related expense and to provide such documentation to the School.

If any employee believes that the reimbursement amount provided by the School is insufficient to reimburse for all reasonable expenses necessarily incurred in the discharge of their duties on behalf of the School, the employee must immediately report this expense issue to the employee's supervisor and Human Resources. Employees will be required to submit documentation (e.g. a copy of an invoice/bill and an explanation of the business use) to support any request for additional reimbursement.

Solicitations, Distributions, and Access

In order to maintain and promote efficient operations, discipline, and security, the School maintains rules applicable to all employees that govern solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should immediately consult with their supervisor. These rules are:

1. No employee shall sell merchandise or solicit or promote support for any cause or organization during their working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and break periods.
2. No employee shall distribute or circulate any written or printed material, other than those approved by management for business purposes, in work areas at any time or during their working time or during the working time of the employee(s) at whom such activity is directed. As used in this section, working areas designated meal and break rooms.
3. No employee shall enter or remain in School work areas for any purpose except to report for, be present during, and conclude a work period. Nonexempt employees must not begin work and clock in at their working area more than 10 minutes before they are scheduled to begin and must stop work and clock out from their work area no later than 10 minutes after their work scheduled for the day is completed. Work area does not include School parking lots, gates, or other similar outside areas unless an employee is assigned to work in such areas. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on School property.
4. Violations of this policy may result in disciplinary action, up to and including termination.
5. Nothing in this section is intended to prohibit or restrict employees from exercising their rights under applicable law, which includes discussing their wages and working conditions.

Holidays

HCCTS calendars reflect any and all holidays observed by the School. The School observes the following holidays:

- New Year's Day
- Martin Luther King Jr. Birthday
- Lincoln Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas Day

For holidays falling on Saturday, HCCTS is closed the previous Friday. For holidays falling on Sunday, HCCTS is closed the following Monday. Holidays that occur during an eligible employee's vacation will not be counted as vacation days taken. Holidays that occur during an eligible employee's vacation/PTO will not be counted as vacation days taken.

I. Paid Holidays by Work Calendar

Paid holidays are determined by an employee's classification and assigned work calendar.

209-Day Work Calendar

- Certificated employees: 209 paid work days with no separate paid holidays.
- Classified employees: 209 paid work days with **9 paid holidays** that fall during calendared work days.

227-Day Work Calendar

- Certificated employees: 227 paid work days with no separate paid holidays.
- Classified employees: 227 paid work days with **9 paid holidays** that fall during calendared work days.

242-Day Work Calendar

- Certificated employees: 242 paid work days with no separate paid holidays.
- Classified employees: 242 paid work days with **12 paid holidays**.

Unless otherwise provided in this policy, eligible classified employees will receive paid holidays in accordance with their assigned work calendar and at their normal base rate and FTE. The specific holidays for which an employee receives holiday pay are determined by the employee's assigned work calendar. Part-time and temporary employees are not eligible for paid holiday benefits. The School reserves the right to determine how many and which holidays will be paid each year. Moreover, employees are ineligible for holiday benefits while they are on a leave of absence.

Nonexempt employees must work their scheduled workday before and after the holiday in order to be eligible for holiday pay, unless the employee is absent with prior permission from their supervisor. Nonexempt employees required to work on a School-observed holiday will be paid at their normal base rate for all hours worked.

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to Human Resources. The employee will be paid if the religious holiday is taken as an earned paid leave day (e.g., vacation, as applicable). Otherwise, the holiday will be unpaid. Employees on any leave of absence are not eligible for holiday pay.

Holiday hours do not count as hours worked for purposes of calculating overtime. For example, if you receive 8 hours of holiday pay on Monday and work 40 hours Tuesday-Saturday (8 hours/day), you will not be eligible for overtime.

Holiday observance will be announced in advance. The School reserves the right to change this policy at any time, with or without notice.

Vacations

Employees on a 209-day calendar, 227-day calendar, and part-time employees are not eligible for vacation days. Regular full-time employees are “Classified” or “Certificated” and are either “Non-Administrators” or “Administrators” (an administrator is defined as an employee at the director level or above) that work at least a two hundred forty two (242) days are entitled to accrue vacation based upon status, date of hire, and length of service with the School as follows:

Status	Length of service	Annual Accrual
Classified or Certificated Below Director Level	Less than 5 years	80 hours
	5 years or more	160 hours
Classified or Certificated at Director Level or Above	Regardless of length of service	160 hours

Only employees at the Director level or above receive 160 hours of vacation annually regardless of length of service. Managers, Supervisors, Specialists, Coordinators, and other employees below the Director level receive either 80 or 160 hours annually based on their years of service.

Vacation may not be utilized before it is earned. There is a cap on vacation accrual. Vacation can accrue up to a maximum of one hundred fifty percent (150%) of an employee’s annual accrual. Once the employee’s vacation time reaches the maximum cap, further accrual of vacation time is suspended until the employee has reduced the vacationrun time balance below this limit. If the employee later uses enough vacation time to fall below the maximum, the employee will resume earning paid vacation time from that date forward. In such a case, no vacation time will be earned for the period in which the employee’s vacation time was at the maximum. Vacation accrues on a per pay period basis. Employees do not accrue vacation during an unpaid leave of absence or while on disability salary continuation. Vacation must be taken in minimum increments

of one hour..

All employees must have supervisory approval before taking vacation, which must be requested at least ten business days in advance of the beginning of the anticipated vacation period. Vacations shall be scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements. Although the School will attempt to accommodate vacation requests to the greatest extent possible, there is no guarantee that any given vacation request will be granted, and the School reserves the right to deny a vacation request based on operational needs of the School. The School reserves the right to schedule vacation time for employees or to compensate employees for accrued, unused vacation time at any time in its sole discretion. If a holiday occurs during your vacation period, you will receive holiday compensation for that day. If an employee reaches the maximum accrual cap, the Executive Director (or designee) may schedule vacation on the employee's behalf, consistent with BP 4261.

An employee is not permitted to borrow on future accrual of vacation benefits, except with the approval of the Human Resources Director. In no case may new employees borrow or take vacation time before they become eligible to accrue vacation. Employees who use vacation leave before it is accrued and then separate from employment with the School must repay the value of any unearned vacation leave used at the time of separation.

If an exempt employee absents themselves from work for part or all of a workday, they will be required to use accrued vacation to make up for the absence.

Employees will not be required to use accrued vacation time prior to receiving Paid Family Leave but will be required to use accrued time prior to receiving State Disability Insurance. Please see Human Resources for more information.

Employees who terminate their employment for any reason will be paid for any accrued but unused vacation time in accordance with this policy. Vacation time is paid at the employee's final rate of pay at the time of the employee's separation.

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise amend this policy at its sole and absolute discretion to the extent allowed by law. Please consult Human Resources with questions regarding this policy.

If an employee experiences a change in employment status (i.e., a role change) that will no longer include vacation benefits, they will be required to cash out any accrued vacation time at the time the change goes into effect.

Sick Leave

In order to help prevent loss of earnings that may be caused by accident or illness, the School has established paid sick leave.

Please note: Certain cities/counties in California have separate paid sick leave ordinances that may provide different benefits to employees. When such benefits are more advantageous to employees, the provisions of such ordinances will prevail over any contrary terms in this policy. Employees should contact their Human Resources Department for more information and to learn if any such local ordinances apply to them.

I. Eligibility

An employee qualifies to accrue paid sick leave (PSL) under this policy upon the start of the employee's employment or July 1, 2015, whichever is later. Eligible employees may use PSL beginning on the 30th day of employment.

II. Leave Benefit

On July 1 (and on each subsequent July 1), all eligible employees will be allotted ten (10) days or eighty (80) hours of PSL, whichever is more, per fiscal year (July 1-June 30).

If an employee is hired mid-year, they will receive a prorated amount based on the remainder of the school year or five (5) days or forty (40) hours of PSL, whichever is more, on their first day of employment for use during the remainder of the employee's first fiscal year of employment.

PSL days are not accrued on an as worked basis but rather are allotted to the eligible employees on July 1 each year for the following academic year. PSL days do carry over from year to year.

III. Leave Usage

New Hires may use paid sick days beginning on the 30th day of employment. PSL may be taken in minimum increments of one hour. If an exempt employee absents themselves from work for part or all of a workday for a reason covered by this policy, they will be required to use PSL to make up for the absence.

Employees may take the greater of 40 hours or five (5) regularly scheduled workdays' worth of paid sick leave per leave year for any of the qualifying reasons discussed below, as well as any reasons allowed for under an applicable local paid sick leave ordinance. For the purposes of this policy, the leave year is the employee's anniversary year.

The School may request reasonable verification from a licensed health care provider for absences in excess of three (3) or more consecutive workdays due to illness or disability when necessary to confirm the need for leave, the expected duration, or to prevent abuse of leave rights, consistent with California law and without interfering with employees' rights under paid sick leave or disability law.

Eligible employees may take paid sick and safe time for the following purposes:

- The employee's or a covered family member's need for diagnosis, care or treatment of an existing health condition, or need for preventive care (e.g., annual physicals or flu shots); and
- The employee to perform jury service; and
- The employee's need as a victim of crime to attend court proceedings or obtain relief; and
- The employee or family member is a victim of domestic violence, sexual assault or stalking and needs time off to:
 - Obtain or attempt to obtain any relief (e.g., temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim, their child or a family member;
 - Seek, obtain or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of a qualifying act of violence;
 - Seek, obtain or assist a family member to seek or obtain psychological counseling or mental health services related to a qualifying act of violence;
 - Participate in safety planning or take other actions to increase safety from future qualifying

- acts of violence;
- Relocate or engage in the process of securing a new residence due to a qualifying act of violence, including but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare;
- Provide care to a family member who is recovering from injuries caused by a qualifying act of violence;
- Seek, obtain or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;
- Prepare for, participate in or attend any civil, administrative or criminal legal proceeding related to the qualifying act of violence; and
- Seek, obtain or provide childcare or care to a care dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

Employees who are the victim of domestic violence, sexual assault or stalking may also be entitled to an unpaid leave of absence under the state's Victims of Domestic Violence Employment Leave Act. The leaves should run concurrently, where appropriate.

A family member means:

- A child, regardless of age or dependency status (including a biological, adopted, foster or stepchild; a legal ward; or a child to whom the employee stands *in loco parentis*);
- A parent (including a biological, adoptive, foster or stepparent or a legal guardian of an employee or the employee's spouse or registered domestic partner; or a person who stood *in loco parentis* when the employee was a minor child);
- A spouse;
- A registered domestic partner;
- A grandparent;
- A grandchild;
- A sibling; and
- A designated person (a "designated person" under this policy can be identified at the time of the request, and an employee may designate one person within a 12-month period for paid sick leave).

If an employee has exhausted all available sick leave under this policy, the School reserves the right to apply accrued Vacation or PTO for any absences related to the outlined sick leave usage above to the extent permitted by applicable law and the School's Vacation or PTO policy. Employees will be paid for sick leave not later than the payday for the next regular payroll period after the sick leave was taken. Finally, an employee will not be required to search for or find a replacement as a condition of taking paid sick leave under this policy.

V. Personal Necessity Leave

Employees may use up to three (3) days of their available paid sick leave per fiscal year for personal necessity. Personal necessity leave may be used for religious observances; weddings or other significant personal or family events; compelling personal legal or business matters that cannot reasonably be addressed outside of working hours; unexpected personal or family situations requiring attention; court appearances; child school-related activities; and other matters of personal importance.

Personal necessity leave is deducted from the employee's existing sick leave balance and is not provided in addition to the employee's annual sick leave allotment.

When the need for personal necessity leave is foreseeable, employees are expected to provide reasonable advance notice. When the need is not foreseeable, notice should be provided as soon as practicable.

Personal necessity leave may not be used for vacation purposes or solely to extend a holiday or scheduled break.

Personal necessity leave is not vacation, does not carryover, and is part of sick leave such that it is not paid out upon separation from employment.

IV. Compensation for Sick Leave

Paid sick days ordinarily are paid at the employee's normal rate of pay earned during regular work hours. Accrued, unused paid sick leave is not paid out upon termination or resignation. However, employees separating from employment who are rehired within one year from the date of separation will have their previously accrued and unused paid sick days reinstated. The employee also will begin accruing paid sick leave upon re-hire (assuming the employee's bank is below the applicable cap). In addition, if the employee is re-hired within one year from the date of separation, any number of days that the employee previously worked for the School will be credited toward the 90 calendar days that an employee must have worked for the School before being eligible to use paid sick leave under this policy.

V. Approval

If the need for paid sick leave is foreseeable (e.g., scheduled routine medical appointments), the employee must provide reasonable advance notice. If the leave is not foreseeable, the employee must provide notice of the leave as soon as practical. When requesting sick leave, employees should not disclose any private medical information or any other confidential personal information.

VI. Non-Retaliation or Discrimination

The School strictly prohibits any form of retaliation or discrimination against an employee for attempting to use or using paid sick leave under this policy, and for any other reason prohibited by applicable law. Employees who believe they have been discriminated or retaliated against should report their concerns to Human Resources.

Leaves of Absence

All leaves of absences must be coordinated through and designated by Human Resources. Employees all must come through Human Resources for proper guidance, materials, and documentation.

I. Family Care and Medical Leave

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

A. Employee Eligibility Criteria

To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of CFRA where the threshold is five (5) employees).

B. Events That May Entitle an Employee To FMLA/CFRA Leave

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
 - a) A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b) "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c) "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d) "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.
4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
5. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

C. Amount of FMLA/CFRA Leave Which May Be Taken

FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the

above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.

In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may 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.

The “twelve month period” in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.

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

D. Pay during FMLA/CFRA Leave

An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.

An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.

If an employee has exhausted his/her sick leave, leave taken under FMLA or CFRA shall be unpaid leave.

The receipt of sick leave pay or State Disability Insurance and/or paid family leave benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

E. Health Benefits

The provisions of the School’s various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time. The health benefits of employees on FMLA/CFRA 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/CFRA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium

payments must be made.

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

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

F. Seniority

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

G. Medical Certifications

An employee requesting FMLA/CFRA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen [15] days of the School’s request for certification) may result in denial of the leave request until such certification is provided.

The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee’s health care provider to authenticate a certification as needed.

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.

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.

H. Procedures for Requesting and Scheduling FMLA/CFRA Leave

An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to their supervisor. An employee asking for a Request for Leave form will be given a copy of the School’s then-current FMLA/CFRA leave policy.

Employees should provide not less than thirty (30) days’ notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.

Where possible, employees must make a reasonable effort to schedule foreseeable planned medical

treatments so as not to unduly disrupt the School's operations.

If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, 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.

If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.

If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

I. Return to Work

Upon timely return at the expiration of the FMLA/CFRA leave period, an employee 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/CFRA leave.

When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).

Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.

If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

J. Employment during Leave

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

II. Pregnancy Disability Leave

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

medical conditions. This policy also explains how the School complies with applicable law related to paid pregnancy disability leave for school employees.

A. Employee Eligibility Criteria

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

B. Events That May Entitle an Employee to Pregnancy Disability Leave

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

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

C. Duration of Pregnancy Disability Leave

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

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

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

D. Pay during Pregnancy Disability Leave

Effective January 1, 2027, pregnancy disability leave shall be with full pay, subject to both a maximum of fourteen (14) weeks and coordination with state disability insurance benefits, as applicable. Substitute and temporary employees are not eligible for paid leave.

For part-time employees, the amount of paid leave per week, subject to both a maximum of fourteen (14) weeks and coordination with state disability insurance benefits, as applicable, shall be as follows:

- If the part-time employee works a fixed number of hours per week, the employee shall receive weekly pay for the total number of hours the employee is normally scheduled to work.
- If the part-time employee does not work a fixed number of hours per week, the employee shall receive weekly pay in an amount equaling the employee's average weekly pay during the six (6)-month period immediately preceding the date that the employee began their paid leave.
- If the part-time employee has been employed for less than six (6) months, the employee shall receive weekly pay in an amount equaling the employee's average weekly pay during the entire period of that employment preceding the date that the employee began their paid leave.

An employee on pregnancy disability leave may use accrued paid sick and vacation leave during any otherwise unpaid portion of their leave period.

The receipt of vacation or sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.

Vacation and sick leave accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

E. Health Benefits

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

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

F. Seniority

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

G. Medical Certifications

An employee requesting a pregnancy disability leave must provide medical certification from their 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.

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.

H. Requesting and Scheduling Pregnancy Disability Leave

An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be referred to the

School's then current pregnancy disability leave policy.

Employees should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.

If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which they qualify, that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

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

I. Return to Work

Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, they must be reinstated to a comparable position unless one of the following is applicable:

- a) The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
- b) There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

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

When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).

In accordance with HCCTS policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from their healthcare provider that she is able to resume work.

If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

J. Employment during Leave

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

III. Other Disability Leaves

In addition to medical or pregnancy-related disability leaves described in this handbook, employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a disability under the ADA or the FEHA. Any disability leave under this section will run concurrently with any medical leave to which the employee is entitled to.

Disability leaves under this section will be unpaid.

Employees taking disability leave must comply with the Family Care, Medical and Military Family Leave provisions regarding substitution of paid leaves, notice, and medical certification. For the purpose of applying these provisions, a disability leave will be considered to be a medical leave.

If a disability leave under this section extends beyond 12 weeks in a 12-month period, the employee will not be entitled to any continued employer contributions towards any employee benefit plan unless otherwise required by law. An employee, however, may elect to continue participating in such benefit plans, at the employee's own expense, to the extent permitted by such plans.

The duration of a leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of their position, with or without reasonable accommodation. For a full explanation of leave duration and reinstatement rights, employees should contact the Human Resources Department.

IV. Medical Emergency Leave-Sharing Program

HCCTS recognize that circumstances may arise where an employee is suffering from a medical emergency that results in the need for additional time off beyond available sick or other paid time off. This strictly volunteer leave sharing program allows employees to donate accrued sick leave and/or vacation leave to another employee as follows:

Employees who request donated time from the medical emergency bank must have first exhausted all their accrued leave and must have a situation that meets the following criteria:

1. Medically Disabled - Critical or catastrophic illness or injury of the employee that poses a threat to life and/or prevents the employee from doing any work for a prolonged period of time and results in a substantial loss of income because the employee has used their allotted paid time off. The employee must have already exhausted all accrued sick, personal, and vacation time before receiving a grant from the medical emergency leave bank.
2. Medically Necessary Care of a Dependent - Critical or catastrophic illness or injury of a dependent that poses a threat to life and/or requires inpatient or hospice health care and that prevents the employee from doing any work for a prolonged period of time and results in a substantial loss of income because the employee has used their allotted paid time off. The employee must be qualified for a family leave of absence under the federal Family and Medical Leave Act, and must have already exhausted all accrued sick, personal, and vacation time before

receiving a grant from the medical emergency leave bank.

Employees who receive donated time may receive no more than 480 hours (12 weeks) within a rolling 12-month period. Donated time may only be used for time-off related to the approved request. Sick/personal time donated that is in excess of the time off needed will be returned to the bank.

Donating leave is strictly voluntary. Employees who donate vacation time from their unused balance must adhere to the following requirements:

- Donation minimum - 4 hours.
- Donation maximum - 40 hours or no more than 50% of your current balance, whichever is greater.
- Employees cannot borrow against future vacation time to donate.
- Employees who are currently on an approved leave of absence cannot donate vacation time.
- All transfers of leave are irrevocable.
- Donations of vacation time and awards of donated time are anonymous. Donating employees may not designate specific recipients for their donations.

Employees who would like to request to receive donated time are required to complete a written application describing the medical emergency to the employer via the Medical Emergency Bank Request Form. Employees who wish to donate vacation time to the Medical Emergency bank must complete a Donation of Vacation/Sick Time Form. All forms should be returned to Human Resources.

Human Resources shall determine whether or not to grant a request for medical emergency leave based on verification by a medical doctor as to the nature of the illness or injury, anticipated length of absence, and the prognosis for recovery. The employee can only receive paid leave from the leave bank after their written application has been approved. There is no right to receive medical emergency leave donations. The Executive Director or designee may in their unreviewable discretion decline an employee's request for medical emergency leave benefits for any reason. Usage of medical emergency leave is limited to 80 hours per eligible employee, per school year.

All information provided by the employee requesting medical emergency leave shall be held in strict confidence by the School and shall be isolated from other employment records as required by applicable law.

No request will be approved until there are at least 100 total hours of medical emergency leave available in the donation bank.

If an employee is also receiving any form of disability benefits, which is paid on a weekly basis, the total amount of medical emergency leave pay the employee may receive on a weekly basis, when added to the amount of disability benefits the employee is receiving, shall not exceed the employee's total weekly salary. Employees must disclose to the School whether they are receiving any such disability benefits.

Approved leaves granted from the emergency medical leave bank will be paid at their normal rate of compensation and according to the normal payroll schedule, with all applicable withholdings, as funds are available in the Bank.

Participation in this program is voluntary. Recipient employees shall not offer anything of value to another employee in exchange for donating leave. Likewise, donating employees shall not receive anything of value from another employee in exchange for donating leave.

V. Other Leaves of Absence

A. Military and Military Spousal Leave of Absence

HCCTS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services or the Federal Emergency Management Agency ("FEMA") reserves who deploy to major disaster sites in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employees 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.

HCCTS will reinstate employees returning from military leave to their same position or one of comparable seniority, status, and pay as required by law.

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

HCCTS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

B. Jury Duty/Witness Duty

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to Human Resources. For each workday missed, employees must provide proof of service validated by the court. Employees must report for work whenever the court schedule permits. An employee may request an excuse from jury/witness duty if their absence would create serious operational difficulties.

HCCTS will also provide employees with time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order.

Employees shall receive up to ten (10) days of paid leave for jury duty or witness leave. However, exempt employees who work any portion of a work week in which they also serve on jury duty or appear as a witness will receive their full salary for that work week. Employees may elect to use any accrued vacation or paid sick leave during any unpaid portion of jury/witness duty leave.

In the event that the employee must serve as a witness within the course and scope of their employment with the School, the School will provide time off with pay.

C. School Appearance and Activities Leave

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

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

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

D. Time Off for Voting

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

E. Bereavement Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of paid bereavement leave due to the death of a covered family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law). For all other employees, bereavement leave shall be unpaid unless an employee elects to use available accrued/unused paid leave. Bereavement leave must be utilized within three (3) months of the covered family member's date of death. Bereavement pay will not be used in computing overtime pay. Upon request, an employee may be required to provide documentation of the death of a covered family member.

F. Reproductive Loss Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of leave upon the employee experiencing a reproductive loss event. A reproductive loss event includes any failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Reproductive loss leave must be used within three (3) months of a reproductive loss event. Employees may take up to twenty (20) days of leave due to qualifying reproductive loss events within a twelve (12) month period. Reproductive loss leave shall be unpaid unless the employee elects to use available accrued/unused paid leave or is otherwise eligible for paid leave per the Pregnancy Disability Leave policy above. Reproductive loss leave shall not be used in computing overtime pay.

G. Victims of Abuse Leave

HCCTS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, that of the employee's child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime had been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for the following purposes:

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

To request leave under this policy, an employee should provide HCCTS 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 HCCTS one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

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

H. Leave for Bone Marrow and Organ Donors

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

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

An employee requesting Donor Leave must provide written verification to the School that he or she is a

donor and that there is a medical necessity for the donation of the organ or bone marrow.

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

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

I. Unpaid Leave of Absence

HCCTS recognizes that special situations may arise in which an employee must temporarily take leave from work. At its discretion, the School may grant employees an unpaid leave of absence. Any unpaid leave of absence must be approved in advance by the School.

Employees may be required to use available applicable accrued paid leave, including vacation or other applicable paid leave, before beginning an unpaid leave of absence, to the extent permitted by applicable law.

The granting of a leave of absence presumes that the employee will return to active work by a designated date or within a specified period.

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave. No vacation time is accrued during any type of unpaid leave of absence.

Employee Benefits

The School provides benefits as described in general terms below. The terms on which benefits are made available to employees are set forth in the governing plan documents. In the event of a conflict between the following descriptions and the terms of the plan documents, the plan documents will control. This handbook is not a plan document and does not create any enforceable rights with respect to benefits or otherwise. The School reserves the right to eliminate or modify any of its benefits at any time without prior notice. Employees who have any questions regarding benefits should contact the Human Resources Director..

I. Insurance Benefits

A. Workers' Compensation Insurance

At no cost to you, you are protected by the School's workers' compensation insurance policy while employed by the School. This policy covers you in case of occupational injury or illness.

The School, in accordance with State law, provides insurance coverage for employees in case of work-related injuries.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. HCCTS, with the help of its insurance carrier, has selected

medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, 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 Human Resources and the Safety Team. Failure by an employee to report a work-related injury by the end of their shift could result in loss of insurance coverage for the employee. An employee 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 to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.

Any leave of absence due to a workplace injury runs concurrently with all other School leaves of absence. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

The School does not provide workers compensation benefits, or accept any liability, for any illness or injury that arises from an employee's voluntary participation in any off-duty recreational, social, or athletic activity or event that is not an expected or required as part of the employee's work-related duties. Employees who choose to participate in any such off duty activities may be required to sign a written agreement to confirm that they are voluntarily assuming the risk of injury or illness and releasing the School from any such liability.

B. State Disability Insurance

This plan provides for partial salary replacement coverage for lost wages for employees disabled due to a non-work-related illness or accident. It is funded by tax deductions from each employee's pay (SDI tax) and deposited to a state fund in your name by the School. In order to qualify for California Disability Insurance payments, an employee must be sick or disabled for more than 7 days, including non-workdays. This 7-day waiting period is waived if an employee is in the hospital on the first day of disability or if an employee is disabled for longer than 22 days.

The plan will pay a weekly benefit for up to one year or until the maximum benefit is exhausted. Additionally, employees may choose to use vacation/PTO while receiving California Disability Insurance (SDI) only to the extent that the combined amount does not exceed their normal wages.

The State of California, not the School, administers this plan and makes all benefit and eligibility determinations. For more information regarding California Disability Insurance, visit www.edd.ca.gov.

C. California Paid Family Leave Benefits

Employees who are off work to care for a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law, registered domestic partner, or designated person with a serious health condition, or to bond with a new child, may be eligible to receive benefits through the California "Paid Family Leave" (PFL) program, which is administered by the Employment Development Department (EDD).

These benefits are financed solely through employee contributions to the PFL program. That program is solely responsible for determining if the employee is eligible for such benefits.

If employees need to take time off work to care for a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law, registered domestic partner, or designated person with a serious health condition or to bond with a new child, they must advise the School, and they will be given information about the EDD's PFL program and how to apply for benefits. Employees also may contact their local EDD Office for further information. Employees should maintain regular contact with the School during the time off work so the School may monitor the employee's return-to-work status. In addition, the employee should contact the School when ready to return to work so the School may determine what positions, if any, are open.

When the employee applies for PFL benefits, the Human Resources Department will determine if the employee has any accrued but unused vacation and personal days available. If the employee has accrued but unused time available, then the employee may choose to use such time.

Employees taking time off work to care for a child, spouse, parent, grandparent, grandchild, sibling, parent-in-law, registered domestic partner, or designated person with a serious health condition or to bond with a new child are not guaranteed job reinstatement unless they qualify for such reinstatement under federal or state family and medical leave laws.

Any time off for Paid Family Leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave/California Family Rights Act Leave, if applicable. Please see the "Family and Medical Leave/California Family Rights Act" policies in this handbook for eligibility requirements, if applicable.

D. Short-term and Long-term Disability Insurance (School-Provided Benefit)

All employees classified by the School as full-time employees currently are eligible to participate in the School's Short-term and Long-term disability insurance plan. The insurance company makes all benefit and eligibility determinations.

E. Medical, Dental, and Vision Insurance

All employees classified by HCCTS as regularly working at least thirty (30) hours per week, as well as employee dependents, are eligible to participate in the School's medical, dental, and vision insurance plans dependent on hire date. HCCTS currently pays the premiums for this coverage. The premium cost for eligible employees will be provided to each employee separately. Employees may contact Human Resources to obtain the current premium schedule. Dependent coverage is available to eligible employees at an additional cost. Premiums generally can be paid on a pre-tax basis. The term "dependent" includes an employee's registered domestic partner, if any. Please be aware that there are special rules that apply to domestic partner coverage.

If an employee believes that they regularly work at least thirty (30) hours per week and have not been offered coverage, they must contact Human Resources. Subject to applicable law, there is no guarantee that the School will continue to maintain a medical insurance plan or that the terms and conditions of any such plan will not be changed at any time.

F. Life Insurance

All employees classified by the School as regular full-time employees currently become eligible for Life Insurance on the first day of the month following their hire date. Group life insurance is based on the amount of the employee's salary or hourly rate. The premiums are paid by HCCTS. If an employee elects additional voluntary coverage, they must pay for it. The premium cost will be provided to them separately.

Employees also can contact Human Resources to obtain the current premium schedule. Employees may be taxed on a portion of the value of this coverage under IRS rules.

G. Accidental Death and Dismemberment

All employees classified by the School as regular full-time employees currently become eligible for accidental death and dismemberment insurance on the first day of the month following their hire date. The premium cost will be provided to you separately. You also can contact the Human Resources Department to obtain the current premium schedule.

H. Premium Payments for Employees on Leave

During a leave for which continuation of group health coverage is required by applicable law, the School will continue its regular employer contribution toward the employee's School-sponsored group health plan benefits for the period required by law and under the same conditions as if the employee had remained actively employed.

The employee must continue to pay their regular employee contribution, if any, in accordance with the School's established payment procedures. Failure to make timely payments may result in the termination of coverage, subject to applicable law and required notice.

When the legally required benefit-continuation period ends, the employee may be eligible to continue coverage under COBRA and/or Cal-COBRA at the employee's expense. The School will provide any notices required by applicable law.

I. Conversion/Post-Employment Insurance Options

Pursuant to COBRA and Cal-COBRA eligible employees and their dependents may be entitled to continue certain benefit coverage after employment with the School ceases or certain other qualifying events occur. COBRA information is provided separately. In addition, you also can contact the Human Resources Department to obtain COBRA information.

J. Insurance Coverage Information

Eligibility requirements and further information concerning insurance coverage are fully explained in the applicable plan documents, summary plan descriptions, and any applicable summaries of material modification, available from the Human Resources Department. In all cases, however, the applicable plan document controls over any summary or other communication for purposes of determining your rights and benefits.

II. Employee Assistance Program

Please refer to the School benefits guide for further information.

III. Retirement Benefits

HCCTS provides eligible employees with a STRS (certificated teacher retirement), 401(a) (30 hours or more classified employee), 457 deferred- compensation plan, and 403(b) Roth or pre-tax retirement program for classified and certificated employees. These plans are intended to be used in combination with social security benefits and other personal resources to provide employees with income upon retirement. A copy of the Summary Plan Description and detailed information on eligibility is available from Human Resources.

ACKNOWLEDGMENT OF RECEIPT OF HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK IN FULL AND SIGN ELECTRONICALLY BELOW. YOUR COMPLETED ACKNOWLEDGMENT WILL BE SUBMITTED DIRECTLY TO HUMAN RESOURCES.

Employee Name: _____

I acknowledge that I have received a copy of the School's Employee Handbook. I understand that I am responsible for reading the Handbook and for knowing and complying with the policies set forth in the Handbook during my employment with the School.

I further understand, however, that the guidelines contained in the Handbook are guidelines only and are not intended to create any contractual rights or obligations, express or implied, and shall not be construed to create any type of right to a "fair procedure" prior to termination or other disciplinary action. I also understand that, except for the School's at-will employment policy, the School may amend, interpret, modify, or withdraw any of the provisions of the Handbook at any time in its sole discretion, with or without notice. Furthermore, I understand that, because the School cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of the School's guidelines or procedures, I should consult the School's Human Resources Department.

I understand and agree that my relationship with the School is "at-will," which means that my employment is for no definite period and may be terminated by me or by the School at any time and for any reason, with or without cause or advance notice. I also understand that the School may demote or discipline me or otherwise alter the terms of my employment at any time at its sole discretion, with or without cause or advance notice.

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement signed by the President of the School, that no other employee or representative of the School has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by the President of the School. I further understand and agree that if the terms of this Acknowledgment are inconsistent with any guideline or practice of the School now or in the future, the terms of this Acknowledgment shall control.

Finally, I understand and agree that this Acknowledgment contains a full and complete statement of the agreements and understandings that it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this Acknowledgment supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Acknowledgment.

I have carefully read this Acknowledgment of Receipt.

Date: _____ Signed: _____

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

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

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

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

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

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

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

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

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur?

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

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

Signature of Complainant

Date: _____

Print Name

To be completed by School:

Received by: _____

Date: _____