

Employee Handbook

2022-2023

TABLE OF CONTENTS

WELCOME

DISCRIMINATION, UNLAWFUL HARASSMENT, RETALIATION, AND COMPLAINT PROCEDURES	1
EQUAL EMPLOYMENT OPPORTUNITY (DISCRIMINATION)	1
<i>Covered Individuals:</i>	1
<i>Discrimination:</i>	1
<i>Adverse Employment Action:</i>	2
<i>Protected Categories:</i>	2
<i>Scope of Policy:</i>	2
UNLAWFUL HARASSMENT	2
<i>Covered Individuals:</i>	2
<i>Protected Categories:</i>	3
<i>Unlawful Harassment:</i>	3
<i>Scope of Policy:</i>	4
RETALIATION	5
<i>Covered Individuals:</i>	5
<i>Retaliation:</i>	5
<i>Adverse Employment Action:</i>	5
COMPLAINT PROCEDURE—DISCRIMINATION, UNLAWFUL HARASSMENT, RETALIATION	6
<i>Duty to Report:</i>	6
<i>Where to Report Complaint:</i>	6
<i>Contents of Complaint:</i>	7
<i>Response to Unlawful Discrimination and Harassment Complaint (Investigation):</i>	7
<i>Corrective Action:</i>	8
<i>Appeal Procedure:</i>	8
<i>No Retaliation:</i>	8
<i>How to Report a Complaint to Government Agencies:</i>	8
TRAINING REQUIREMENTS	8
WHISTLEBLOWER POLICY	9
AT-WILL EMPLOYMENT, WORK SCHEDULES, JOB CLASSIFICATIONS, AND COMPENSATION	10
AT-WILL EMPLOYMENT	10
AT-WILL EMPLOYMENT CONTRACTS	10
WORK SCHEDULES AND ATTENDANCE	10
<i>Teaching Staff</i>	10
<i>Instructional Support Staff</i>	11
<i>Attendance Policy for Teaching Staff and Instructional Support Staff (School Year and School Breaks)</i>	11
<i>Facilities Maintenance Staff and Custodial Staff</i>	12
EXEMPT AND NON-EXEMPT STATUS CLASSIFICATIONS AND ELIGIBILITY FOR OVERTIME	12

<i>Exempt and Non-Exempt Classifications</i>	12
<i>Non-Exempt Employees Only: Overtime Authorization; Workday and Workweek Definitions</i>	13
MEAL AND REST PERIODS	14
<i>Meal Periods</i>	14
<i>Rest Periods</i>	15
<i>Reporting Compliance</i>	16
<i>Responsibilities</i>	16
<i>Compliance</i>	16
<i>Non-Exempt Employees Only: Timekeeping</i>	17
<i>Absences, Tardies, No-Calls/No-Shows, Unexcused Absences</i>	17
COMPENSATION	18
<i>Rate of Pay: Exempt Employees</i>	18
<i>Employees Paid on the Teacher Framework</i>	18
<i>Rate of Pay: Non-Exempt Salaried Employees</i>	19
<i>Rate of Pay: Non-Exempt Hourly Employees</i>	19
<i>Payday</i>	20
<i>Expense Reimbursements</i>	20
<i>Payroll Withholdings</i>	20
EMPLOYEE BENEFITS	21
GENERAL STATEMENT ON BENEFITS	21
HEALTH, LIFE, AND DISABILITY INSURANCE	21
RETIREMENT PLAN OPTIONS	21
<i>STRS</i>	21
<i>PERS</i>	22
<i>Social Security</i>	22
<i>403b and 457 Plans</i>	22
PAID SICK LEAVE AND RELATED TIME OFF	22
CONTRACT EMPLOYEES, FACILITIES MAINTENANCE STAFF AND CUSTODIAL EMPLOYEES	22
<i>Eligible Employees</i>	22
<i>Permitted Use</i>	22
<i>Allotment</i>	23
<i>Limits on Use</i>	24
<i>Notification</i>	24
<i>Termination</i>	24
<i>No Discrimination or Retaliation</i>	24
VARIABLE HOUR EMPLOYEES	24
<i>Effective Date</i>	24
<i>Eligible Employees</i>	24
<i>Permitted Use</i>	24

<i>Accrual</i>	25
<i>Limits on Use</i>	25
<i>Notification</i>	26
<i>Termination</i>	26
<i>No Discrimination or Retaliation</i>	26
BEREAVEMENT LEAVE	26
UNPAID LEAVES OF ABSENCE AND OTHER TIME OFF	26
FAMILY AND MEDICAL LEAVE UNDER FEDERAL AND/OR CALIFORNIA LAW	27
<i>Eligibility</i>	27
<i>Notification</i>	27
<i>Qualifying Leaves</i>	27
<i>Documentation</i>	28
<i>Length of Leave</i>	28
<i>Eligibility for Payments During Leave</i>	29
<i>Return to Work</i>	29
PREGNANCY DISABILITY LEAVE, TRANSFERS, AND ACCOMMODATIONS UNDER CALIFORNIA LAW	29
<i>Eligibility</i>	30
<i>Transfers and Accommodations</i>	30
<i>Documentation</i>	30
<i>Notification</i>	30
<i>Length of Leave</i>	31
<i>Eligibility for Payments During Leave</i>	31
<i>Return to Work</i>	31
<i>Lactation Accommodation Under California Law</i>	31
UNPAID LEAVE OF ABSENCE AND/OR REASONABLE ACCOMMODATIONS (MEDICAL) UNDER FEDERAL AND/OR CALIFORNIA LAW (NON-PREGNANCY-RELATED)	33
<i>Unpaid Leave of Absence</i>	33
<i>Reasonable Accommodations in the Workplace and the “Interactive Process”</i>	34
DISCRETIONARY UNPAID LEAVE OF ABSENCE (NON-MEDICAL)	34
WORKERS’ COMPENSATION	35
MILITARY LEAVE	35
JURY DUTY/WITNESS DUTY	35
TIME OFF FOR VOTING	35
EMERGENCY DUTY/TRAINING LEAVE	36
SUSPENDED PUPIL/CHILD LEAVE	36
LEAVE FOR CRIME VICTIMS AND THEIR FAMILY MEMBERS	36
MILITARY SPOUSE LEAVE	36
SCHOOL AND DAYCARE LEAVE	37
LEAVE FOR DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING VICTIMS	37

<i>Right to Time Off</i>	37
<i>Right to Reasonable Accommodation</i>	38
<i>Prohibition on Retaliation and Discrimination</i>	38
<i>Right to File a Complaint</i>	38
ADULT LITERACY LEAVE	38
ALCOHOL AND DRUG REHABILITATION LEAVE	38
CIVIL AIR PATROL LEAVE	39
LEAVE FOR BONE MARROW AND ORGAN DONORS	39
PAID BENEFITS FOR LEAVES OF ABSENCE	39
IF I'M HAVING A BABY, HOW MUCH TIME OFF AM I ELIGIBLE FOR?	40
PAY: TO WHAT EXTENT, IF ANY, WILL I BE PAID BY HTH DURING ANY LEAVE OF ABSENCE?	40
<i>Employees Eligible for HTH Coordinated Leave Benefits</i>	40
<i>Leaves Eligible for HTH Coordinated Leave Benefits</i>	40
<i>Initial Use of Paid Sick Leave</i>	41
<i>Application for EDD Benefits</i>	41
<i>HTH Coordinated Leave Benefits</i>	42
BENEFITS: TO WHAT EXTENT, IF ANY, WILL HTH CONTINUE MY SCHOOL-PAID HEALTH BENEFITS?	43
AN EXAMPLE OF THE INTERPLAY BETWEEN LEAVES OF ABSENCE	43
PERSONAL INFORMATION AND PERSONNEL FILES	45
<i>Changes in Personal Information</i>	45
<i>Personnel File Review</i>	45
PURCHASING AND REIMBURSEMENT	45
<i>Credit cards</i>	45
<i>Out-of-pocket expenses</i>	45
<i>Purchase orders</i>	46
Employee Travel	46
GIFT OF PUBLIC FUNDS ISSUES	47
SCHOOL HIRING REQUIREMENTS	47
<i>Certification</i>	47
<i>Tuberculosis Testing</i>	47
<i>Criminal Background Checks</i>	48
DEPARTURES FROM HTH	48
<i>Resignations</i>	48
<i>Involuntary Terminations of Employment</i>	48
<i>Exit Interviews and HTH Property Returns</i>	49
<i>Salary and Benefits in the Event of Termination</i>	49
WORKING IN A SCHOOL ENVIRONMENT	49
Expectations for Your Position	49

EMPLOYEE-STUDENT RELATIONS POLICY: LEADING BY EXAMPLE	50
ON CONFIDENTIALITY AND STUDENT ISSUES	51
CHILD ABUSE REPORTING REQUIREMENTS	51
TEACHING STAFF AND INSTRUCTIONAL SUPPORT STAFF:	
FIELD TRIPS AND EXCURSIONS WITH STUDENTS AND TRANSPORTING HTH STUDENTS	53
SAFETY POLICIES	53
ENVIRONMENTAL HEALTH AND SAFETY POLICIES	53
SCHOOL SAFETY PLANS	54
REPORTING SUSPICIOUS ACTIVITIES/PERSONS	54
GENERAL STANDARDS OF CONDUCT	54
CONFIDENTIAL INFORMATION	54
OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST	55
RELATIONSHIPS WITH APPLICANTS AND COLLEAGUES	56
HTH TRADEMARKS, COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY	56
DRESS CODE	56
PERSONAL BUSINESS	57
COMMUNICATIONS SYSTEMS POLICIES	58
<i>Definitions and Scope</i>	58
<i>California Public Records Act</i>	58
<i>Ownership and Conditions of Use</i>	58
<i>Confidentiality and Privileges</i>	59
<i>Prohibited Use</i>	59
<i>Access and Disclosure</i>	60
<i>Discipline for Violations of Policy</i>	61
<i>Policy May Be Amended at Any Time</i>	61
SOCIAL MEDIA POLICIES	61
<i>Scope</i>	61
<i>Standards of Conduct</i>	62
<i>Creating and Using School-Affiliated Social Media</i>	62
<i>Access</i>	63
<i>Discipline</i>	63
<i>Retaliation Is Prohibited</i>	63
<i>Questions</i>	63
SMOKING	64
DRUG AND ALCOHOL ABUSE POLICY	64
<i>Prohibited Conduct</i>	64
<i>Searches</i>	64
<i>Testing</i>	65
<i>Violations</i>	65

STANDARDS OF CONDUCT	65
OTHER CONDUCT STANDARDS	66
HTH Officers	68
Outside Contacts of Interest	68
<i>State Teachers' Retirement System (STRS)</i>	68
<i>Public Employees' Retirement System (PERS)</i>	68
<i>Disability or Unemployment Claims</i>	68
PURPOSE	69
VACATION	69
PAID HOLIDAYS	70
EXHIBIT "B"	
CARDHOLDER USER AGREEMENT	71
2022-2023 EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND RECEIPT	72
EXHIBIT "C"	73
MEAL PERIOD WAIVER AGREEMENT	73

This page is intentionally left blank

I. WELCOME

High Tech High (“**HTH**” or the “**School**”) is pleased to present you with this Employee Handbook (“**Handbook**”) to provide you with a general overview of HTH’s employment policies, standards of conduct, and employee benefits. It sets forth the terms and conditions of employment for all employees of HTH.

This Handbook supersedes any previously issued handbooks, policy, benefit statements, or memoranda that are inconsistent with the policies as described herein. Please note that the policies articulated in the Handbook do not anticipate every situation that might arise at HTH. Moreover, changing circumstances may, from time to time, require modifications to the policies, rules and benefits outlined in the Handbook. Additionally, the policies of this Handbook may be superseded by changes in law, state governor’s orders, and/or state or county health department orders. Accordingly, other than the employment at-will provisions, HTH reserves the right to amend, modify, add to, rescind, suspend, supersede and/or delete any portion(s) of the Handbook from time to time as it deems necessary or appropriate in its sole discretion.

All employees must read and abide by this Handbook. You are encouraged to speak with your School Director(s) if there are any questions regarding any of the policies contained in the Handbook. If you need additional information after discussion with your School Director, you should direct your questions to Human Resources, or a HTH Officer.

II. DISCRIMINATION, UNLAWFUL HARASSMENT, RETALIATION, AND COMPLAINT PROCEDURES

HTH adopted the following policies pursuant to the California Fair Employment and Housing Act and related state and federal laws regarding discrimination, unlawful harassment, and retaliation. These policies shall apply to all HTH procedures relating to recruitment and hiring, compensation, benefits, termination, and all other terms and conditions of employment.

HTH is committed to providing a professional work environment free from discrimination, unlawful harassment, and retaliation. Accordingly, HTH has adopted the following policies, which are designed to prevent unlawful conduct in the workplace, encourage professional and respectful behavior in the workplace, promote the reporting of potential violations, and foster taking corrective action where appropriate.

All employees are expected to assume responsibility for maintaining a professional work environment in accordance with the following policies. As such, all employees who experience potential violations of the following policies are strongly encouraged to promptly report so that HTH may have an opportunity to address and resolve any concerns. All other employees (particularly supervisors) are required to immediately report any potential violations of the following policies. HTH is committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

HTH's Human Resources Department has overall responsibility for the policies enumerated in Section II. Employees' questions, concerns, or complaints should be referred to HTH's Chief Operations Officer.

o Equal Employment Opportunity (Discrimination)

HTH is an equal employment opportunity employer, which complies with all applicable federal and state non-discrimination laws. The HTH shall not illegally discriminate against any employee, intern, volunteer, or applicant for employment on account of race, religious creed, color, national origin, ancestry, physical or mental disability as defined by federal and state law, medical condition, genetic information, marital status, sex (includes pregnancy, childbirth, breastfeeding and/or related medical conditions), gender, gender identity, gender expression, actual or perceived sexual orientation, age (over 40), political affiliation, military or veteran status, domicile, or membership and/or participation in an employee organization as defined by the Educational Employment Relations Act.

1. Covered Individuals:

This policy protects all employees of HTH as well as interns, volunteers, and potential employees (applicants). All employees of HTH are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers.

2. Discrimination:

As used in this policy, "discrimination" means taking any adverse employment action against an employee or applicant in any aspect of employment, solely or in part based on the individual's

protected category or perceived affiliation with a protected category. Discrimination may include, but is not necessarily limited to, considering an individual's protected category in decisions related to hiring, promotion, compensation, or other terms and conditions of employment unless otherwise permitted by law.

3. Adverse Employment Action:

As used in this policy, "adverse employment action" may include, but is not necessarily limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusal to promote or consider for promotion; denial of employment opportunities; change of an employee's work assignments; failure to provide a workplace accommodation when required (i.e., disability, pregnancy, religion, transgender); failure to provide a leave of absence when required (i.e., medical, pregnancy, workers' compensation, military, domestic violence); or any other unequal treatment based on the individual's protected category resulting in an adverse employment action.

4. Protected Categories:

HTH's policy prohibits discrimination based on race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age (over 40), sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

5. Scope of Policy:

HTH is an equal employment opportunity employer and is committed to complying with all applicable laws providing equal employment opportunities. As such, HTH makes employment decisions, including, but not limited to, hiring, recruiting, firing, promotion, demotion, training, compensation, qualifications/job requirements, on the basis of merit and/or business necessity. Employment decisions are based on an individual's qualifications as they relate to the job under consideration pursuant to legitimate business purposes.

If you believe you have been subjected to, witnessed, or have knowledge about discrimination, please follow the complaint procedure outlined below.

○ **Unlawful Harassment**

1. Covered Individuals:

This Policy prohibits HTH, elected or appointed officials, officers, and employees from harassing or discriminating against employees, interns, volunteers, or potential employees

(applicants) because of: 1) an individual's Protected Classification (listed below); 2) the perception that an individual has a Protected Classification; or 3) an individual association with a person who has or is perceived to have a Protected Classification. In addition, this policy prohibits unlawful harassment by any third parties. HTH will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees, including customers, clients, vendors, contractors, and suppliers, who have workplace contact with our employees.

6. Protected Categories:

HTH's policy prohibits harassment based on race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age (over 40), sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

7. Unlawful Harassment:

Harassment may include, but is not necessarily limited to, the following behavior pertaining to any of the above protected categories:

- *Verbal harassment* - Includes, but is not limited to, unwelcome derogatory comments, remarks, slurs, jokes or innuendo based on sex or of a sexual nature and may include, but is not limited to, unwelcome sexual comments, obscenities or innuendo regarding an individual's body, physical appearance, attire, sexual prowess, marital status or sexual orientation or unwelcome or repeated flirting, or proposals to meet, date; or engage in conversations which include the verbal statements defined above; demands for sexual favors, or verbal abuse, threats or intimidation of a sexual nature, or patronizing or ridiculing statements which convey derogatory attitudes toward or are demeaning to a particular gender or protected category. This also includes threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status or disability, or mockery of an accent or a language or its speakers.
- *Physical harassment* - Includes, but is not limited to, unwelcome and offensive touching, assault, impeding or blocking free movement, attempting to or kissing, patting, stroking, grabbing, or invading the space of another; pinching, leering, staring, unnecessarily brushing against, whistling or making sexual signs or gestures toward or in the presence of another.

- *Visual harassment* - Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, gestures, text messages, social media, instant messages, e-mails, letters, pictures, or gifts.
- *Solicitation of sexual favors* - Includes, but is not limited to, unwelcome sexual advances, suggestions or requests for sexual acts or favors.

Unlawful harassment includes sexual harassment. Sexual harassment is harassment based on sex, gender, pregnancy, childbirth, or related medical conditions. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Sexual harassing conduct need not be motivated by sexual desire. Sexual harassment can occur between two people who have the same gender. Sexual harassment may include situations that began as reciprocal relationships but later ceased to be reciprocal. Sexual harassment includes but is not limited to circumstances in which:

- Submission to such conduct is made a term or condition of an individual's employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. A hostile work environment is established where there is unwelcome sexual conduct that a reasonable person of the same gender as the complainant would consider sufficiently severe or pervasive to alter the conditions of employment and create an abusive working environment.

Sexual harassment may be either “quid pro quo” or hostile environment” sexual harassment:

- “Quid pro quo” (Latin for “this for that”) sexual harassment is characterized by explicit or implicit conditioning of a job or promotion on an applicant or employee’s submission to sexual advances or other conduct based on sex.
- Hostile work environment sexual harassment occurs when unwelcome comments or conduct based on sex unreasonably interfere with an employee’s work performance or create an intimidating, hostile, or offensive work environment.

8. Scope of Policy:

HTH is committed to providing a work environment free of unlawful harassment. This policy applies to all phases of employment, including, but not limited to, recruiting, testing, hiring, upgrading, promotion, demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training. In addition, this policy extends to conduct with a connection to an employee’s work, even when the conduct takes place away from HTH’s premises, such as a School trip, School- related social function, or social media activity (depending on the circumstances).

If you believe you have been subjected to, witnessed, or have knowledge about unlawful harassment, please follow the complaint procedure outlined on below.

Disciplinary action or other appropriate sanction up to and including termination will be instituted for prohibited behavior as defined below. Any retaliation against a person for filing a complaint or participating in the complaint resolution process is prohibited. Individuals found to be retaliating in violation of this Policy will be subject to appropriate sanction or disciplinary action up to and including termination.

Under this policy and state law, HTH is prohibited from requiring an employee, in exchange for a raise or bonus or as a condition of employment or continued employment, to sign a nondisparagement agreement or release the right to file a claim against HTH for unlawful acts in the workplace, including sexual harassment.

○ **Retaliation**

1. Covered Individuals:

This policy protects all employees of HTH as well as interns, volunteers, and potential employees (applicants). All employees of HTH are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers.

9. Retaliation:

As used in this policy, “retaliation” means taking any adverse employment action against an employee because he or she engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, the following: opposing a practice or conduct the employee reasonably believes to be unlawful; reporting or assisting in reporting suspected harassment or discrimination or other violations of the law or HTH policy; cooperating or participating in investigations or proceedings ; or engaging in any other activity protected by applicable law.

10. Adverse Employment Action:

As used in this policy, “adverse employment action” is conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in further protected activity. Adverse employment actions may include, but are not limited to, the following: termination; demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing an employee’s work assignments for identifying harassment or other forms of discrimination in the workplace; treating an employee differently such as denying an accommodation; intentionally excluding or ignoring an employee when otherwise required to work with them due to your job duties; or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Any retaliatory adverse action because of protected activity may be unlawful and will not be tolerated. If you believe you have been subjected to, witnessed, or have knowledge about retaliation, please follow the complaint procedure outlined below.

- **Complaint Procedure—Discrimination, Unlawful Harassment, Retaliation**

1. Duty to Report:

Any individual with a complaint of discrimination, harassment, or retaliation are strongly encouraged to immediately report it as provided for below.

All employees (particularly 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 HTH to quickly and fairly resolve any complaints in the workplace.

In addition to reporting, any employee who experiences or witnesses conduct that the individual believes is unlawful may tell the offending individual that the behavior is inappropriate and must be stopped, if the employee is comfortable doing so. No employee is required to file any complaint with the alleged harasser or offender.

All complaints will be fairly, promptly, and thoroughly investigated by the individuals listed below. Investigations will be conducted in a manner that provides all parties appropriate due process. If misconduct is found at the end of an investigation, appropriate remedial measures shall be taken. Employees shall not be exposed to retaliation as a result of lodging a complaint or participating in any workplace investigation.

A complaint shall be filed no less than six months from the date when the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination, harassment, intimidation or bullying.

[Current Uniform Complaint Policy](#)

[Current Title IX Policy](#)

11. Where to Report Complaint:

The Board of Directors designates the following to receive and investigate unlawful discrimination and harassment complaints and to ensure HTH's compliance with law:

Uniform Complaint

Colleen Green, Interim Compliance Officer
1420 W. San Marcos Blvd.
San Marcos, CA. 92078
email: cgreen@hightechhigh.org

Title IX - Staff

Colleen Green, Interim Compliance Officer
1420 W. San Marcos Blvd.
San Marcos, CA. 92078
email: cgreen@hightechhigh.org

Title IX - Students

Angela Guerrero
2861 Womble Road
San Diego, CA 92018
email: aguerrero@hightechhigh.org

Employees may submit a complaint to your supervisor, any other supervisor within HTH, the School Director, any of the HTH Officers (CEO, COO, CLO, CFO) or directly to the HTH Human Resources Office specified above. There is no requirement to report your complaint to any designated supervisor within HTH. Select the individual with whom you feel the most comfortable discussing your complaint.

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 an HTH Officer (CEO, COO, CLO, CFO). Supervisors who fail to report alleged violations that they are reasonably aware of may be subject to disciplinary action, up to and including termination.

12. 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.

13. Response to Unlawful Discrimination and Harassment Complaint (Investigation):

HTH will resolve complaints by promptly undertaking an effective, thorough, and objective investigation through the use of qualified personnel and using methods that provide all parties with appropriate due process. The investigation will typically be performed by HTH Officers (CEO, COO, CLO, CFO) or designee.

Specifically, upon notification or discovery of a complaint, the Chief Operations Officer or HR Department shall:

1. Inform the complainant of their rights under any relevant complaint procedure or policy;
2. Take interim remedial actions as deemed necessary;
3. Authorize a timely investigation of the complaint and supervise and/or investigate the complaint. The investigation will include interviews with: 1) the complainant; 2) the accused harasser; and 3) if appropriate, any other persons who reasonably may have relevant knowledge concerning the complaint, such as witnesses and victims of similar conduct;
4. Review factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment; giving consideration to all factual information, the totality of the circumstances, including the nature of the verbal, physical, or visual aspects of the action and the context in which the alleged incidents occurred;
5. At the completion of its investigation, report the results of the investigation and the determination as to whether harassment occurred to appropriate persons including to the complainant and the alleged harasser to the extent permitted by applicable law;
6. If harassment occurred, take prompt and effective remedial action against the harasser. This action will be commensurate with the severity of the offense;
7. Reasonable steps will be taken to protect the victim and other potential victims from further harassment;
8. Reasonable steps will be taken to protect the victim from any retaliation as a result of communicating the complaint;
9. Reasonable steps will be taken to maintain the confidentiality of the complaint process to the extent possible; and
10. Appropriate action will be taken whenever possible to alleviate the effects of the harassment.

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

All employees are required to fully cooperate with HTH'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.

14. Corrective Action:

If HTH determines that violations have occurred, HTH 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 his/her/their conduct, depending on the circumstances. Due to privacy protections, HTH is not able to fully disclose its entire decision regarding corrective action to the complainant.

15. Appeal Procedure:

If the complainant is not satisfied with the administrative determination of the investigation, the complainant may appeal the decision to the Board within fifteen (15) calendar days of receipt of the decision. The appeal shall be filed with the Chief Operations Officer who shall transmit the appeal to the Board. The Board may or may not meet with the complainant. The Board will, however, issue a decision and give the complainant written notice of its decision.

16. 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. Please refer to HTH's prohibition against retaliation, above for further information.

17. How to Report a Complaint to Government Agencies:

Employees who believe that they have experienced unlawful conduct under these policies may also file a complaint with the local office of the California Department of Fair Employment and Housing ("DFEH") or the Equal Employment Opportunity Commission ("EEOC"). These governmental agencies offer legal remedies and a complaint process. The address and phone number of the local DFEH and EEOC offices can be found online or dialing 800-FREE-411.

○ **Training Requirements**

All employees shall receive training in sexual harassment. Governing Board members, supervisors and those with supervisory duties shall receive at least two hours of qualified sexual harassment training every two years. All nonsupervisory employees shall receive at least one

hour of sexual harassment training by January 1, 2020, and once every 2 years thereafter. Employees newly promoted to positions including supervisory duties and supervisors newly employed after July 1, 2005 shall be trained within six months of the date of such employment or promotion. "Qualified training" shall mean classroom or other effective interactive training and education to include information, examples, and practical guidance regarding the federal and state statutory provisions concerning the prohibition against and the prevention and correction of sexual harassment and the remedies available to victims of sexual harassment in employment provided by trainers or educators with knowledge and expertise in the prevention of sexual harassment, discrimination and retaliation, and any other requirements of applicable regulations.

○ **Whistleblower Policy**

HTH is committed to maintaining a workplace where employees are free to raise good faith concerns regarding business practices, specifically: (1) reporting suspected violations of the law; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of HTH policy, specifically the policies contained in this Handbook.

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

All directors, officers, employees, and volunteers of HTH have a responsibility to report any action or suspected action taken within HTH that is illegal, unethical or violates any adopted policy of HTH, or local rule, statute, or regulation.

Employees shall report suspected violations of the law or HTH policy by contacting their School Director or the Chief Operations Officer.

Anyone reporting a violation must act in good faith, without malice to HTH or any individual at HTH and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred.

Any report that is made for an improper purpose or when the reporter has reason to believe the report is false, shall subject the reporter to discipline, including up to and including termination. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action.

Further, no one who in good faith discloses, who may disclose, or who HTH believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee shall be responsible for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

III. AT-WILL EMPLOYMENT, WORK SCHEDULES, JOB CLASSIFICATIONS, AND COMPENSATION

○ At-Will Employment

All HTH employees are employed on an at-will basis, without exception. This means that employees are entirely free to resign at any time, with or without notice and with or without a reason. It also means that HTH has the very same right and that it may terminate an employee's employment at any time, with or without cause or reason and with or without notice. Nothing in this Handbook alters the at-will nature of employment or constitutes, nor should be construed as, an implied or express contract of employment. Moreover, HTH retains the right to change an employee's position (e.g., job position, title, duties, promotions, demotions, worksite, hours, working conditions, and wages) at any time. Nothing in this Handbook shall limit the right to terminate employment at-will or limit HTH's right to change the terms of conditions of employment at its sole discretion. Only the Chief Executive Officer has the authority to make any agreement modifying at-will employment at HTH, and then only if in an express writing that is signed by the Chief Executive Officer and the affected employee.

○ At-Will Employment Contracts

HTH employs certain classifications of employees pursuant to at-will contracts ("**Contract Employees**"), which are typically offered for the following school year in April or May. Every employee who is working under the terms of a contract is entitled to receive a fully executed copy of the contract. Contracts for Teaching staff typically begin August 1st, and generally refer to the academic year ending June 30. For non-teaching staff the contract year runs from July 1 to June 30 for HTH employees on a 220 day calendar and August 1 to June 30 for 190 and 200 day calendar employees. However partial year contracts are sometimes used in as HTH may determine necessary. As provided for in the employment contracts, these contracts are provided on an at-will basis, an employee who receives a contract for a school year is not entitled to be employed for the full school year or receive a contract for the following school year. Pursuant to these contracts, employment is still at-will.

○ Work Schedules and Attendance

In general, HTH employs teaching and instructional support staff. In each of these capacities there are full-time and part-time staff. In addition, there are sometimes temporary employees and independent consultants. The general schedules for teaching staff and classroom aides, instructional and support staff are found below.

The normal workweek is a five-day period, Monday through Friday. HTH's regular hours of operation are from 7:00 a.m. to 4:00 p.m. In general, employees are informed of their working hours/schedule at the inception of the employment relationship. Working hours and schedules vary depending upon the job classification and the school's needs and are not necessarily limited to regular hours of operation. In addition, HTH reserves the right to reasonably alter schedules at its sole discretion. HTH will make every effort to notify employees of an anticipated schedule change.

1. Teaching Staff

- During the School Year: School Directors will provide teaching staff members and academic tutors ("**Teaching Staff**") with an annual work calendar that is aligned with the instructional calendar ("**Instructional Calendar**"). A minimum number of August

workdays are scheduled to provide for lesson planning and classroom preparation along with professional development workshops. Teaching staff and classroom aides may be required to work more days than those noted in the annual work calendar in order to adequately prepare for the upcoming school year and in order to meet student and organizational needs during the school year. Employment contracts will specify the minimum number of annual workdays per contract.

- During Summer School: In general, teaching summer school is considered additional work. Accordingly, additional compensation will be provided for Teaching Staff teaching summer school. If you are asked to work in support of the summer school program, you should expect to receive information regarding your summer school work schedule and the rate of pay or compensation for the same.

18. Instructional Support Staff

Instructional support staff includes School Directors, Deans of Students, College Advisors, Office Managers/Executive Assistants and all other central operations and management staff (“**Instructional Support Staff**”).

Instructional Support Staff do not ordinarily follow the Instructional Calendar because there are many functions and significant work that must be accomplished even when school is not in session. Accordingly, Instructional Support Staff work significantly more days per year than Teaching Staff, which generally includes school breaks and summer.

19. Attendance Policy for Teaching Staff and Instructional Support Staff (School Year and School Breaks)

- During the School Year: Our Teaching Staff and Instructional Support Staff members play an important role in school operations. Therefore, Teaching Staff and Instructional Support Staff are expected to report to their schools and classrooms on time each day and remain there for all scheduled classes and student commitments (except for meal/rest periods when appropriate or when required to leave on authorized HTH business). Absences, tardiness, and early departures, even for good reasons, are disruptive to teaching and learning, and interfere with our ability to serve our students. Excessive, unexcused absenteeism is unacceptable and, to the extent allowed by applicable law, may result in disciplinary action, up to and including termination of employment.

In order to fulfill obligations to our learning communities, Teaching Staff and Instructional Support Staff may not take time off (i.e., not working any portion of a contracted workday) unless it is one of the following reasons:

1. Approved leave of absence pursuant to HTH policies or applicable law;
2. Approved absence pursuant to HTH’s Paid Sick Leave Policy; or
3. An absence otherwise approved by your School Director.

Please see the Leave of Absence policy section of this handbook for a further explanation of the terms and conditions of those leaves, and for notification requirements.

- During School Breaks: As HTH works on an Instructional Calendar, HTH provides no accrued vacation benefit to its Teaching Staff and Instructional Support Staff. Instead, HTH provides opportunities where employees may take time off during certain identified school breaks during the school year as noted in the school calendar.

Time off as provided in this policy is generally separate from reasonable accommodation leave, FMLA/CFRA/PDL leave, or any other leave set forth in this Handbook, unless approved by Human Resources pursuant to the applicable HTH leave policy.

Employees who do not return to work on their anticipated return date and who have not obtained appropriate approval for additional time off may be deemed to have voluntarily resigned from their employment with HTH.

20. Facilities Maintenance Staff and Custodial Staff

Facilities maintenance staff (“**Facilities Maintenance Staff**”) and custodial staff (“**Custodial Staff**”) also do not ordinarily follow the Instructional Calendar as there are many functions and significant work that must be accomplished even when school is not in session. Accordingly, these staff members work significantly more days per year than Teaching Staff. These staff members are expected to work during school breaks and during the entire summer. The work schedules of these employees depend upon the needs of the organization.

Throughout the entire calendar year, Facilities Maintenance Staff report to the Director of Facilities. During the Instructional Calendar year, Custodial Staff members report to the Custodial Supervisor, and may, from time to time, be asked by the School Director and/or the Director of Facilities to assist with HTH work projects outside of their assigned school.

Because Facilities Maintenance Staff and Custodial Staff generally work the entire year, these classifications of employees accrue vacation time as provided for herein. Please refer to **Exhibit A** “Vacation And Holiday Policies Pertaining To Hourly, Full-Time Custodial And Maintenance Staff Members Only.”

○ **Exempt and Non-Exempt Status Classifications and Eligibility for Overtime**

1. Exempt and Non-Exempt Classifications

Upon hiring, in addition to being assigned a job category (primarily, the ones set forth above), all employees are classified as (1) full-time or part-time, (2) exempt or non-exempt, and (3) regular or temporary. All employees are either exempt or non-exempt 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.

- Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.
- Temporary employees are those who are hired for a particular project or job of limited or definite duration, such as a season, school year, semester, class, or otherwise. Temporary employees may be classified as full-time or part-time. A temporary employee is not eligible to earn, accrue, or participate in any HTH benefits program, except as otherwise

required by law. The status of a temporary employee may change only if the employee is notified of the change in status, in writing, by an authorized HTH representative.

- Full-time employees are those who are regularly scheduled to work and work forty (40) hours per workweek.
- Part-time employees are generally scheduled to work and work fewer than 40 hours per workweek. Part-time non-exempt employees, and part-time salaried employees who are less than half-time (49% or less), are not eligible for benefits, unless otherwise prescribed by law or specifically set forth in the written policy.
- Exempt employees are assigned to positions that are classified by HTH as exempt based on the standards articulated by the Federal Fair Labor Standards Act and applicable state laws. Employees classified as exempt are not entitled to overtime or compensatory time for extra hours worked. Rather, exempt employees may have to work hours beyond their normal schedules, as work demands and school needs require, and are expected to report for work and perform their jobs in a regular and timely manner.
- Non-exempt employees are covered by the overtime provisions of the Federal Fair Labor Standards Act and applicable state laws. Non-exempt employees are eligible for overtime pay and double-time pay under certain circumstances specified by law. Only actual hours worked in a given workday/workweek will count toward calculating overtime and double-time. Compensated holidays for example, are not hours worked and therefore not counted in any overtime/double-time calculations. Non-exempt employees are required to record all hours worked and are eligible to take meal and rest periods in the manner described in this Handbook.

Because all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time or modify an employee's at-will status.

21. Non-Exempt Employees Only: Overtime Authorization; Workday and Workweek Definitions

Although employees are advised of their regular schedule by their supervisors, variation in HTH's workload may cause fluctuations in working hours and affect employee starting and end times from time to time. In addition, HTH may require overtime/double-time work as it deems necessary or appropriate. All overtime/double-time work must be previously authorized by a supervisor. Failure to obtain such approval may subject an employee to discipline, up to and including termination. Nonetheless, even if you did not obtain the requisite approval, HTH will compensate its employees for all hours actually worked.

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.

For purposes of determining overtime pay, the HTH workweek begins at 12:00 a.m. (midnight) on Monday and ends at 11:59 p.m. on the following Sunday. A workday begins at 12:00 a.m. (midnight) and ends at 11:59 p.m. of the same day.

○ **Meal and Rest Periods**

HTH prioritizes compliance with California’s meal and rest period laws. All **non-exempt** employees are required to abide by these requirements. Further, all supervisors are responsible for facilitating compliance with these requirements.

1. Meal Periods

All non-exempt employees must take an uninterrupted meal period of at least 30 minutes each day if they work more than 5 hours. Further, all non-exempt employees must take a second uninterrupted meal period of at least 30 minutes each day they work more than 10 hours. Meal periods are unpaid. Employees are relieved of all duty during meal breaks and are permitted to take their meal breaks off work premises.

Employees must begin their first meal period within 5 hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his/her/their meal period no later than 12:00 p.m. (noon) or 5 hours and 0 minutes on the clock. Further, employees must begin their second meal period (if applicable) within 10 hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his/her/their second meal period no later than 5:00 p.m. or 10 hours and 0 minutes on the clock.

An employee may waive, in writing, his/her/their right to a first meal period if the employee works more than 5 hours but not more than 6 hours on that workday. Further, an employee may waive his/her/their right to a second meal period as long as the employee does not work more than 12 hours and did not waive his/her/their first meal period. HTH offers written Meal Period Waiver Agreements (attached as **Exhibit C** to this Handbook) 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.

Employees are eligible for the following number of meal periods:

Length of Workday in Hours	# of Meal Periods	Explanation
0 to ≤ 5	0	An employee who works 5 hours or less in a workday is not entitled to a meal period.
> 5 to ≤10	1	An employee who works more than 5 hours in a workday, but who does not work more than 10 hours in a workday, is eligible to take a 30-minute uninterrupted meal period, <i>unless the employee works 6 or fewer hours and voluntarily waives his/her/their first meal period.</i>

> 10	2	An employee who works more than 10 hours in a workday is eligible to take a second uninterrupted 30-minute meal period, unless the employee works 12 or fewer hours, did not waive the first meal period, and voluntarily waives his/her/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 <u>first meal period</u> must begin within 5 hours of starting work (in other words, by the end of the fifth hour of work <u>or</u> 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 his/her/their meal period no later than 1:00 p.m.
Second Meal Period	An employee's <u>second meal period</u> must begin within 10 hours of starting work (in other words, by the end of the tenth hour of work <u>or</u> 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 his/her/their second meal period no later than 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 HTH's timekeeping system so that HTH may monitor time records for compliance. Employees may not join together required meal periods to take a longer break.

22. Rest Periods

All non-exempt employees are authorized, permitted, and strongly encouraged to take a 10-minute (net) paid rest period for every 4 hours worked or major fraction thereof. Employees are eligible for the following number of rest periods:

Length of Workday in hours	# of Rest Periods	Explanation
0 to < 3.5	0	An employee who works less than 3.5 hours in a workday is not entitled to a rest period.
≥ 3.5 to ≤ 6	1	An employee who works 3.5 hours in a workday but who does not work more than 6 hours in a workday is entitled to take one rest period.
> 6 to ≤ 10	2	A non-exempt employee who works more than 6 hours in a workday but who does not work more than 10 hours in a workday is entitled to take two rest periods.
> 10 to ≤ 14	3	A non-exempt employee who works more than 10 hours in a workday but who does not work more than 14 hours in a workday is entitled to take three rest periods.

Employees who work more than 14 hours may be eligible for additional rest periods. Please discuss with your supervisor if your shift exceeds 14 hours.

During rest periods, employees are excused from all duties. *Whenever practicable*, non-exempt employees should take their rest periods near the middle of each four-hour work period (one before and one after the meal period, for a regular 8-hour workday). Non-exempt employees may not combine 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, non-exempt employees should not clock out for them.

23. Reporting Compliance

Any employee who misses a meal or rest period or experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to his/her/their supervisor (preferably in writing, (i.e., via email). In reporting this issue, the employee is required to provide a thorough and honest explanation of the non-compliant meal or rest period and the date of the missed meal or rest period. Absent exigent circumstances, the employee must report this issue on the same workday that he or she experienced the non-compliant meal or rest period (i.e., the employee misses a lunch break on Tuesday, meaning he should report it to his supervisor via email on Tuesday).

Upon receiving this information, HTH will determine whether a meal or rest period premium payment (one additional hour of pay) is owed, which will be coded separately on the employee's wage statement. If an employee voluntarily chooses to miss a meal or rest period or voluntarily chooses to 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 HTH), the employee is not entitled to premium pay. If an employee involuntarily misses a meal or rest period or involuntarily experiences a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a parent/student meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay.

24. Responsibilities

Non-exempt 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, immediately contact your supervisor or the Payroll and Benefits Manager.

Supervisors are responsible for facilitating meal and rest periods in a fair and uniform manner. 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.

25. Compliance

Failure to comply with HTH's policy regarding meal and/or rest periods can lead to discipline, up to and including termination. This applies to non-exempt employees as well as supervisors, who are responsible for assisting HTH with implementing these requirements.

26. Non-Exempt Employees Only: Timekeeping

All non-exempt employees are required to accurately record all hours worked in the timekeeping system for payroll purposes and to ensure compliance with applicable wage and hour laws. All non-exempt employees must record the exact times that they start and end each work period and anytime they cease/resume working during the workday. Non-exempt employees must also record the exact times that they start and stop each meal period (but should not record rest periods because those are paid).

All hours reported through the timekeeping system must be approved by the employee and supervisor by the designated cut-off date. Employees are responsible for accurate and honest reporting of their time. Supervisors will be responsible for reviewing timesheets to ensure employee hours are accurate, and if they are accurate, approving and, if applicable, forwarding the timesheets to payroll for processing. If Supervisors believe there is an error in the timekeeping, Supervisors shall meet with the employee as soon as reasonably possible to resolve the error. A schedule with due dates for hourly time is circulated each year to assure the payroll deadlines can be met.

An employee must immediately report any errors on his/her timecard to his/her supervisor. A supervisor must approve and initial any changes to an employee's timecard (with the employee's authorization). A supervisor who changes an employee's timecard without the employee's authorization may be subject to disciplinary action, up to and including termination.

Employees are prohibited from doing the following:

- Recording inaccurate hours worked.
- Recording hours worked on behalf of another employee.
- Working "off the clock."
- Failing to record all hours worked.
- Falsification of any time record.

Violations of this policy may result in disciplinary action, up to and including termination.

27. Absences, Tardies, No-Calls/No-Shows, Unexcused Absences

All employees are expected to be at work as scheduled. Employees are also expected to notify their supervisor as early as possible if they expect to be absent or tardy for work or leave work early. Sick-related absences must follow the notification procedures in the applicable policy (e.g., HTH's Paid Sick Leave Policy). Employees who are absent without just cause for three consecutive days and have not contacted their supervisor will be assumed to have voluntarily resigned from their employment (job abandonment) as of their third day missed, unless otherwise prohibited by applicable law.

○ **Compensation**

1. Rate of Pay: Exempt Employees

If you are a contracted, salaried, exempt employee, you will be quoted an annual full-time salary. The annual full-time salary will be prorated if you serve a partial contract year or work part-time. If you work less than a full contract year, your annual salary will be pro-rated by devising a daily rate based upon the minimum number of workdays specified in your contract, and multiplying that rate by the number of days you have worked. As an exempt employee, you are not eligible for overtime.

28. Employees Paid on the Teacher Framework

The Teacher framework allows for the opportunity to advance to a higher pay when an employee has earned a Master's degree or Doctorate. To move to the next degree level on the compensation framework, verified transcripts confirming the degree conferred must be submitted to the Human Resources no later than July 25th to take effect for the following contract year, on August 1st (the subsequent week).

Employees Paid on All Compensation Frameworks

Generally, for purposes of advancement on the compensation frameworks, HTH reviews both the contract terms and the hours of service. Advancement is made in one-step/column increments as applicable. The following standards shall be applied:

- **General Rule:** In order to advance in placement on the compensation framework, an employee must have been both contracted to work and have worked a minimum of 75% of full-time equivalent hours of service in the immediately preceding school year (e.g., this is equivalent to a minimum of 1140 hours of service for a 190-day contract).
- **How are partial years of service counted?** An employee who started later in the school year might not meet the required minimum of 75% of his/her/their contracted days and/or hours of service.
 - For example, an employee hired for a minimum 190-day teaching position who begins on or after November 1st will not satisfy the 75% requirement for that work year.
 - For example, if an employee takes a leave of absence during a school year, only the time off that qualifies under the federal Family and Medical Leave Act, the California Family Rights Act, the California pregnancy disability leave laws, and the Federal Americans with Disabilities Act/California Fair Employment and Housing Act (up to a maximum of 12 workweeks) will count toward the framework advancement. All other leaves of absence or unpaid time off are not counted toward framework advancement.
- **How does HTH determine placement in cases of employees holding two or more concurrent part-time positions?** Employees working more than one position at less than 75% time (e.g., an employee who works 50% time as a teacher and 25% time as a college advisor (on two compensation frameworks)), but at least 75% of full-time hours of

service, will advance on both frameworks as the employee is satisfying the hours of service requirement.

- **Part-Time Positions Below the 75% Threshold**: If the employee's total hours of service in a school year is less than 75%, but the employee's cumulative hours of service for two consecutive school years equals 75% or more, then the employee will qualify for one increment of framework advancement.
- Exception to the Above -- Hourly Employees:
 - In order to advance in placement on the compensation framework, in the immediately preceding school year, hourly employees must have worked 1,000 or more hours.
 - If the employee's total hours of service in a school year are less than 1000 hours but the employee's cumulative hours of service for two consecutive school years equal 1000 hours or more, then the employee will qualify for one increment of framework advancement.

HTH may exercise its right to implement a wage, hiring and step progression freeze due to an economic slow-down that results in budget cuts to education from the State of California. During these economic slow-downs, HTH will communicate with staff if a freeze has been implemented.

29. Rate of Pay: Non-Exempt Salaried Employees

If you are a contracted, salaried, and non-exempt employee, you will be quoted an annual full-time salary. The annual full-time salary will be prorated if you serve a partial contract year or work part-time. The annual full-time salary for salaried, non-exempt positions contemplates forty-hour workweeks and 8-hour workdays. HTH uses this full-time schedule and salary for purposes of calculating overtime and double-time rates, if applicable (for example, if your annual full-time salary is \$41,027 for 38 weeks of full-time employment, your overtime rate is about \$40.50.)

Non-exempt employees are entitled to overtime pay for hours worked in excess of 40 in a workweek or 8 hours in a workday as well as for the first 8 hours worked on the seventh consecutive workday. Non-exempt employees are also eligible for double-time pay under certain circumstances. Only actual hours worked in a given workday/workweek can apply in calculated overtime. All overtime work must be previously authorized by your supervisor. Non-exempt employees are required to record all hours worked and take meal and rest periods in the manner described in this Handbook.

30. Rate of Pay: Non-Exempt Hourly Employees

If you are a non-exempt, hourly employee, you will be given an hourly rate, but you may have more than one hourly rate if you perform more than one job. Non-exempt employees are entitled to overtime pay for hours worked in excess of 40 in a workweek or 8 hours in a workday as well as for the first 8 hours worked on the seventh consecutive workday. Non-exempt employees are also eligible for double-time pay under certain circumstances. Only actual hours worked in a given workday/workweek can apply in calculated overtime. Compensated holidays, for example, are not hours worked and therefore not counted in any overtime calculations. All overtime work must be previously authorized by your supervisor. Non-exempt employees are required to record all

hours worked and take meal and rest periods in the manner described in this Handbook. If a non-exempt employee has questions about hours worked, meal breaks, or rest periods, the non-exempt employee must contact his/her/their supervisor to resolve any questions.

31. Payday

All full-time and part-time employees of HTH are paid on the 15th of each month and the last business day of each month. When either of these days falls on a weekend or holiday, employees are paid on the last workday preceding the weekend or holiday. HTH encourages all employees to use direct deposit since it expedites your receipt and use of pay. If you need assistance in signing up for direct deposit, contact Human Resources.

Employees are required to immediately report any errors in their paycheck to their supervisors, who would then notify payroll.

32. Expense Reimbursements

HTH will reimburse employees for approved, reasonable and necessary expenses incurred as a result of attending certain continuing education seminars, making preapproved office material purchases, business travel or business entertainment. Employees who drive their own vehicles on approved HTH business will be reimbursed at the per mile rate established by the Internal Revenue Service. All cash expenditures must be accounted for in writing and original receipts are required for all expenses.

In addition, all regular full-time employees who are employed for the full school year (through May) are eligible for reimbursement of up to a maximum of \$200.00 per school year for a personal cell phone plan. Eligible employees who work a partial school year are eligible for a prorated reimbursement in accordance with this policy based on the number of months worked. To be eligible for this reimbursement, the employee must provide HTH with copies of his/her/their most recent cell phone bills for the months of August through May. The bills must be in the employee's name (either as the primary account holder or a user of the plan) as valid documentation that the employee has incurred the expense. The bills must be submitted in one packet with a reimbursement request form and submitted to the School Director for approval. Requests for reimbursement will be processed through payroll for payment in June of each school year. The employee will receive the reimbursement on his/her/their wage statement (paystub). HTH may periodically request follow-up documentation to verify that the employee is incurring the expense. If an employee separates employment prior to May, please follow this same procedure but only include the bills for months worked.

33. Payroll Withholdings

HTH is required by law to withhold contributions from employee pay for Federal Income Tax, State Income Tax, State Disability Insurance, and, where applicable, Social Security (FICA). Every deduction from the employee's paycheck is explained on the employee's payroll stub. If you do not understand the deductions, please ask the Payroll and Benefits Manager for assistance.

IV. EMPLOYEE BENEFITS

General Statement on Benefits

This section provides summaries of some of HTH's employee benefit programs. More detailed information regarding many of these benefits may be found in plan booklets, policies and the school's official plan documents where applicable. **While this section of the Handbook contains a general overview of these benefits, it does not describe all of the exclusions, limitations or conditions of each benefit program. If there is any conflict between the summaries found in this Handbook and the terms, conditions or limitations of the actual plan documents, the provisions of the official plan documents and policies will control over these summaries.** Employees are encouraged to review the official plan documents and policies for more detailed information. These are available from Human Resources and are published at the time of Open Enrollment. There is no guarantee that HTH will continue any of its currently provided benefits on an ongoing basis, although HTH will certainly strive to do so. There is also no guarantee that the benefit plan administrators will not change the terms, conditions, and/or eligibility requirements of any plan.

○ **Health, Life, and Disability Insurance**

HTH offers insurance plans that include health, life, and disability insurance benefits to eligible employees. These plans may require employee contributions. Available benefit plans may vary and may change from time to time at HTH's sole discretion. Affected employees will be advised of any such changes as required by applicable law. Employees who meet the eligibility criteria for these plans will be notified of their eligibility and may participate in the same. For more information regarding insurance plans please refer to the current HTH Employee Benefits Information Guide, available on the HIVE.

○ **Retirement Plan Options**

In general, HTH offers the following retirement plan options to eligible employees:

- State Teachers Retirement System ("**STRS**");
- Public Employees' Retirement System ("**PERS**");
- Social Security;
- 403b Plan participation; and
- 457 Plan participation.

Eligibility is determined according to the terms of each plan.

1. STRS

Employees working in positions meeting eligibility requirements identified by STRS are automatically enrolled in the program if they:

- Are contracted 50% of fulltime or more; or
- Were previously in STRS; or
- They work in a qualified hourly assignment.

All creditable, non-discretionary earnings are subject to payroll deduction. There are two classes of STRS membership: (1) Employees with membership effective dates prior to January 1, 2013 (Classic Member); and, (2) Employees with membership dates on or after January 1, 2013 (PEPRA Member). The California Legislature determines the statutory contribution rates of both the employee and the employer on an annual basis based on their classification.

34. PERS

Employees who work in positions that do not qualify for STRS and are contracted 50% of full time or more are automatically enrolled into PERS. Hourly employees are enrolled into PERS after working 1000 hours in a fiscal year. All non-discretionary earnings, except overtime, are subject to payroll deduction. There are two classes of PERS membership: (1) Employees with membership effective dates prior to January 1, 2013 (Classic Member); and, (2) Employees with membership dates on or after January 1, 2013 (PEPRA Member). The CalPERS Board determines the prevailing contribution rates of both the employee and the employer on an annual basis based on their classification. When an employee participates in PERS, both the employee and the employer continue to contribute to Social Security.

35. Social Security

Social Security applies to employees who are not in STRS. The employee contributes 6.2% of all earnings and the employer matches that amount.

36. 403b and 457 Plans

403(b) and 457 Plans offer pre-tax retirement savings through payroll deductions. 403(b) and 457 Plans are available to all employees. HTH offers these retirement savings plans through the Fringe Benefits Consortium of the San Diego County Office of Education. Information on the available options, enrollment forms, and other assistance can be found at www.403bcompare.com/employers/1111. HTH does not endorse any particular product or provider. Enrollment in a 403(b) or 457 can occur at any time of the year.

V. PAID SICK LEAVE AND RELATED TIME OFF

Contract Employees, Facilities Maintenance Staff and Custodial Employees

HTH enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act and the City of San Diego Earned Sick Leave and Minimum Wage Ordinance to provide paid sick leave ("PSL") to eligible employees.

1. Eligible Employees

All contract employees, facilities maintenance staff and custodial employees are allotted PSL as set forth in this policy.

37. Permitted Use

Eligible employees may use their PSL to take paid time off for the following reasons:

- for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee’s family member;
- when the employee is physically or mentally unable to perform his/her/ their duties due to the employee’s illness, injury, or a medical condition;
- for other medical reasons of the employee, such as pregnancy or obtaining a physical examination;
- to provide care or assistance to a family member with an illness, injury, or medical condition, including assistance in obtaining professional diagnosis or treatment of a medical treatment;
- for the use of “safe time” (as defined by applicable law) and for reasons related to domestic violence, stalking, or sexual assault;
- when the employee’s worksite is closed by order of a public official due to a public health emergency; and
- when the employee is providing care or assistance to a child whose school or child care provider is closed by order of a public official due to a public health emergency.

For purposes of this policy, “**family member**” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “**Child**” means a biological child, a foster child, an adopted child, a stepchild, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “**Parent**” means a biological, foster, or adoptive parent, a stepparent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “**Spouse**” means a legal spouse, as defined by California law.

38. Allotment

PSL time is not accrued on an as-worked basis but rather is allotted to the eligible employees irrespective of hours worked as follows:

- On January 1 of each year, all eligible employees will be allotted 40 hours of PSL for the following calendar year (January 1-December 31).
- If an employee is not actively employed on January 1 (e.g., because the employee is on a leave of absence), he or she will still receive 40 hours of PSL on January 1 in accordance with this policy.
- If an employee is hired mid-year, he or she will receive 40 hours of PSL on his/ her/their first day of employment for use during the remainder of the employee’s first calendar year of employment (i.e., until December 31).

PSL time may carry over into the next calendar year up to a maximum cap of 80 hours. Employees may maintain up to a maximum cap of 80 hours of allotted PSL hours. If at any time an employee’s balance is at 80 hours, an employee will not accrue further PSL until the balance falls below the 80-hour maximum bank.

If the employee's balance is at or near the maximum on the date when the employee is allotted PSL (e.g., on January 1), then the employee will be allotted a partial amount or no amount of the annual PSL, up to the maximum. By way of example, if an employee has a balance of 56 hours of PSL as of January 1, the employee will be allotted an additional 16 hours of PSL. If an employee has a balance of 80 hours of PSL as of January 1, the employee will be allotted 0 hours of PSL.

39. Limits on Use

California law provides that PSL may be taken in minimum increments of one hour. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use PSL for the absence.

40. Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable.

41. Termination

Employees will not receive pay in lieu of unused PSL. Unused PSL will not be paid out upon termination, resignation, retirement, or separation.

42. No Discrimination or Retaliation

HTH prohibits discrimination or retaliation against employees for using their PSL.

○ **Variable Hour Employees**

“Variable Hour Employees” may include, but are not limited to, employees who do not work a regular schedule such as employees whose schedules are subject to school calendars, seasonal needs, temporary placements, and substitute positions and any other employee eligible for paid sick leave under applicable law.

1. Effective Date

HTH adopted this policy in accordance with the California Healthy Workplaces, Healthy Families Act and the City of San Diego Earned Sick Leave and Minimum Wage Ordinance to provide paid sick leave (“**VH-PSL**”) to eligible employees. This policy has been effective since July 1, 2015.

43. Eligible Employees

Variable hour employees accrue VH-PSL as set forth in this policy.

44. Permitted Use

Eligible employees may use their VH-PSL to take paid time off for the following reasons:

- for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee's family member;

- when the employee is physically or mentally unable to perform his/her/ their duties due to the employee's illness, injury, or a medical condition;
- for other medical reasons of the employee, such as pregnancy or obtaining a physical examination;
- to provide care or assistance to a family member with an illness, injury, or medical condition, including assistance in obtaining professional diagnosis or treatment of a medical treatment;
- for the use of "safe time" (as defined by applicable law) and for reasons related to domestic violence, stalking, or sexual assault;
- when the employee's worksite is closed by order of a public official due to a public health emergency; and
- when the employee is providing care or assistance to a child whose school or child care provider is closed by order of a public official due to a public health emergency.

For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. "Child" means a biological child, a foster child, an adopted child, a stepchild, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

45. Accrual

Eligible employees will earn one hour of paid sick leave benefit for each 30 hours actually worked, beginning on the first day of their employment. Employees will be allowed to accrue up to 80 hours of VH-PSL, and will be allowed to carry over up to 80 hours of VH-PSL, but at no time may an employee maintain a balance of more than 80 hours of VH-PSL. Once the employee's VH-PSL reaches this maximum, further accrual of VH-PSL is suspended until the employee has reduced the VH-PSL balance below this limit. In such a case, no VH-PSL will be earned for the period in which the employee's VH-PSL was at the maximum.

VH-PSL accrues on an as-worked basis and does not accrue during any non-working time or unpaid leave of absence.

46. Limits on Use

California law provides that VH-PSL may be taken in minimum increments of one hour. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use VH-PSL for the absence.

47. Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use VH-PSL, if foreseeable. If the need to use VH-PSL is not foreseeable, the employee must provide notice as soon as practicable.

48. Termination

Employees will not receive pay in lieu of unused VH-PSL. Unused VH-PSL will not be paid out upon termination, resignation, retirement, or separation.

49. No Discrimination or Retaliation

HTH prohibits discrimination or retaliation against employees for using their VH-PSL.

○ **Bereavement Leave**

HTH provides paid bereavement leave for the following employees:

- A salaried employee who is contracted at 50% of fulltime or more; or
- An hourly employee who works a regular, ongoing 40-hour workweek.

When the death of a member of an eligible employee's immediate family requires the employee to miss regularly scheduled work to attend a funeral, to make any necessary memorial arrangements, and/or travel to and from the funeral, five (5) consecutive days paid time off will be granted. All other categories of employees are not entitled to paid bereavement leave.

For the purposes of this policy, "immediate family members" include: mother, father, mother-in-law, father-in-law, persons who have raised the employee, spouse, registered domestic partner, child, grandmother, grandfather, sister, brother, stepsibling, stepchild, or grandchild. However, HTH may, on a case-by-case basis, consider an employee's request for bereavement leave for the death of a family member who is not enumerated in this policy, as long as the employee can demonstrate a compelling reason for the leave the employee was otherwise eligible for leave under this policy.

If you must take time off in accordance with this policy, notify your school director/supervisor as soon as practical so that HTH can make arrangements to cover your responsibilities. Bereavement leave must be approved by the employee's direct supervisor in advance and will not be charged to vacation, if applicable. Under extenuating circumstances, employees who are not eligible for paid bereavement leave or eligible employees who wish to extend their paid bereavement leave beyond five days may request to do so in advance from their supervisors. In the event that HTH approves such an advance request at its discretion, the absence or extended absence will be charged to the employee's vacation, if applicable. If the employee does not accrue vacation or has used all his/her/their accrued vacation, the approved extended absence will be without pay.

VI. UNPAID LEAVES OF ABSENCE AND OTHER TIME OFF

The following leave of absence and time off policies apply to all HTH employees (unless otherwise specified) who have met the eligibility requirements as set forth by the policy and

applicable law. Unless otherwise required by law or otherwise covered in the subsection section entitled “Paid Benefits for Leaves of Absence,” these leaves of absence are unpaid and without continuation of health care coverage.

For any leave of absence, you must remain in periodic contact with your School Director/supervisor throughout your leave so that they may anticipate when you will be returning to work. If you have questions about any of the leaves of absence, please contact Human Resources, at 619-243-5004.

Family and Medical Leave Under Federal and/or California Law

This Policy is intended to comply with the federal Family Medical Leave Act of 1993 as amended, 29 U.S.C. § 2601 et seq., and the California Family Rights Act of 1991 as amended, Cal. Gov’t Code § 12945.2. No greater or lesser leave benefits will be granted than those provided by applicable state or federal laws. This Policy shall be interpreted so that there will be no violation of either state or federal law.

1. Eligibility

Pursuant to the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), eligible employees may request an unpaid “**family and medical**” leave of absence under the circumstances described below. Eligible employees are those who have been employed by HTH for at least 12 months (not necessarily consecutive), have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence, and are employed at a worksite where there are 50 or more employees of HTH within 75 miles.

50. Notification

Ordinarily, if the need for leave is foreseeable, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. Depending on the nature of your leave (see below for the types of leave), you may be required to submit sufficient documentation to certify your leave from a health care provider or otherwise. Failure to comply with these notification and/or documentation requirements may result in a delay of the start of the leave.

51. Qualifying Leaves

A family and medical leave under this policy may be taken for the following reasons:

- a) the birth of an employee’s child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child (“**baby-bonding leave**”);
- b) the care of the employee’s spouse, child, parent, or registered domestic partner with a “serious health condition”;
- c) the “serious health condition” of the employee that makes the employee unable to perform essential functions of the employee’s job;
- d) the care of the employee’s spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is

undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness;

- e) any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation; or
- f) to attend individualized education program (IEP) meetings for the employee's child or foster youth in the employee's care.

52. Documentation

If you are seeking leave under paragraph (a) above, you may be required to self-certify the nature and basis (including dates) of your leave. Please contact Human Resources for the appropriate certification.

As set forth in paragraphs (b) and (c) above, a “**serious health condition**” is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. If you are seeking leave under paragraph (b) above, you will be required to submit sufficient medical documentation from your family member's health care provider certifying that your care or assistance is required. Please contact Human Resources for the appropriate certification.

If you are seeking a leave under paragraph (c) above, you will be required to submit sufficient medical documentation from your health care provider certifying your eligibility for such leave. Prior to your return to work, you may be required to submit sufficient medical documentation from your health care provider certifying your ability to return to work, with or without reasonable accommodations. Failure to comply with this documentation requirement may result in a delay in your return to work. Please contact Human Resources for the appropriate certification(s).

Anytime your leave requires a certification, to facilitate approval of your leave, HTH requests that you submit your completed certification as soon as possible. If you are requesting an extension of your leave, HTH requests that you submit your completed certification requesting an extension prior to the expiration of your approved leave.

53. Length of Leave

Family and medical leave may be taken for up to **12 workweeks during the designated 12-month period** (with the exception of qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a “**rolling twelve months**” **looking backward** over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward.

Depending on the type of leave, this time off may be taken on a full-time or intermittent basis. Leave under paragraph (a) above (baby-bonding leave) may be taking intermittently, provided

that the increments are in two weeks or more, although the employee is entitled to two exceptions to this requirement (two increments of less than two weeks).

All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law. However, generally, this leave runs **consecutively** to any leave under the subsequent policy (Pregnancy Disability Leave, Transfers, and Accommodations Under California Law).

54. Eligibility for Payments During Leave

You will be required to use any accrued vacation¹ (if applicable based on your classification) during **unpaid** family and medical leave (intermittent or full-time). You will also be required to use any accrued PSL during **unpaid** family and medical leave that is due to your own or a family member's serious health condition (intermittent or full-time). However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance or Paid Family Leave) or workers' compensation, the employee and HTH may mutually agree to supplement such benefit payments with available vacation and/or PSL.

Benefit accrual, such as vacation, PSL, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. However, PSL allotment (not accrual), if applicable, will continue during the approved leave period. During a family and medical leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave. Failure to do so may result in cancellation of your insurance.

55. Return to Work

If you do not return to work on the first workday following the expiration of an approved family and medical leave, you may be deemed to have voluntarily resigned from your employment (i.e., job abandonment). Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. In certain circumstances, "key" employees may not be eligible for reinstatement following a family and medical leave. HTH will provide written notice to any "key" employee who is not eligible for reinstatement.

Please contact the Payroll & Benefits Manager with any questions or to submit a request for a family and medical leave of absence.

○ **Pregnancy Disability Leave, Transfers, and Accommodations Under California Law**

"Pregnancy disability leave" means a leave taken for disability on account of pregnancy, childbirth, or a related medical condition.

¹ Only facilities and custodial staff members are eligible to accrue vacation. No other classifications of employees are eligible to accrue vacation. Accordingly, this statement only applies to facilities and custodial staff members. This statement applies throughout the rest of this entire leaves of absence section and Handbook, where applicable (i.e., when "vacation" is referenced, it only applies to employees who are eligible to accrue and use vacation).

1. Eligibility

Pursuant to California's pregnancy disability leave ("PDL") laws, eligible employees may request an unpaid **pregnancy disability** leave of absence, transfers, and/or reasonable accommodations when they are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. An employee disabled by pregnancy is entitled to up to four months of pregnancy disability leave. There is no requirement regarding length of service, hours worked, or size of worksite under this policy. Generally, this leave runs **consecutively** with any leave under the previous policy (Family and Medical Leave Under Federal and/or California Law, e.g., baby-bonding leave).

56. Transfers and Accommodations

If an employee's health care provider determines that a transfer and/or reasonable accommodation is medically advisable for the employee, HTH will make a good faith effort to provide such requests and will engage in the interactive process to identify and implement the employee's requests. Some examples of reasonable accommodations include, but are not limited to, time off to attend medical appointments or adjusted work schedules to account for morning sickness.

If an employee's health care provider determines that intermittent leave or a reduced work schedule is medically advisable for the employee, HTH may require the employee to transfer temporarily to an available alternative position, which will offer an equivalent rate of pay and benefits and better accommodate recurring periods of leave than the employee's regular job. The employee must meet the qualifications of the transferred position, but the duties can be different.

57. Documentation

If you are seeking any leave, transfer, or accommodation under this policy, you will be required to submit sufficient medical documentation from your health care provider certifying the nature and basis (including dates) of your request. Prior to your return to work, you may be required to submit sufficient medical documentation from your health care provider certifying your ability to return to work, with or without reasonable accommodations. Failure to comply with these documentation requirements may result in a delay of the start of the leave or return to work. Please contact Human Resources for the appropriate certification(s).

To facilitate approval of your request, HTH requests that you submit your completed certification as soon as possible. If you are requesting an extension of your leave, HTH requests that you submit your completed certification requesting an extension prior to the expiration of your approved leave.

58. Notification

Ordinarily, if the need for leave is foreseeable, you must request leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. Failure to comply with these notification requirements may result in a delay of the start of the leave.

59. Length of Leave

Eligible employees are normally granted unpaid leave for the period of disability as certified by your health care provider, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. This time off can be taken on a full-time or intermittent basis.

60. Eligibility for Payments During Leave

You will be required to use any accrued PSL during any *unpaid* portion of your leave (intermittent or full-time). You may choose to use any accrued vacation (if applicable to your classification) during any *unpaid* portion of your leave (intermittent or full-time). However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance or Paid Family Leave), the employee and HTH may mutually agree to supplement such benefit payments with available vacation and/or PSL.

Benefit accrual, such as vacation, PSL, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. However, PSL allotment (not accrual), if applicable, will continue during the approved leave period. During leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave. Failure to do so may result in cancellation of your insurance.

61. Return to Work

If you do not return to work on the first workday following the expiration of an approved leave under this policy, you may be deemed to have voluntarily resigned from your employment (i.e., job abandonment). Upon returning from such leave, the employee will be reinstated to the same position, unless the job ceased to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

However, if an employee returning from pregnancy disability leave is unable to perform the essential functions of the job because of a physical or mental condition, HTH's obligations to that employee may be governed by the Americans with Disabilities Act.

If you have any questions regarding pregnancy disability leave, please contact Human Resources.

62. Lactation Accommodation Under California Law

Upon return from a leave of absence related to giving birth, or any other similar situation, you have the right to request a lactation accommodation. the right to request. If you would like to take advantage of this resource, please contact your supervisor and the Human Resources preferably with sufficient advance notice prior to your return to work to allow HTH to process your request. Each School has a different procedure for determining an appropriate location.

HTH shall provide a reasonable amount of break time to accommodate an employee each time she has a need to express breast milk for her infant child. To the extent possible, Employees may use their meal and/or rest periods for the purpose of expressing breast milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. If required, a reasonable amount of additional time will be provided. The supervisor and employee shall work together to ensure that the employees' essential job duties are covered during the break time, and not to schedule breaks at times that would seriously disrupt the operations of HTH. Any additional break time used by a non-exempt employee for this purpose shall be unpaid.

HTH shall provide the employee with the use of a lactation room or other space for the employee to express milk in private. The lactation room must meet the following requirements:

- A lactation room or location shall not be a bathroom and shall be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk.
- The lactation room must be safe, clean, and free of hazardous materials; contain a surface to place a breast pump and personal items; and contain a place to sit.
- The employee must 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.
- The room or location may include the place where the employee normally works if it otherwise meets the requirements of this paragraph.
- A lactation location, for purposes of this policy, may be temporary due to operational, financial, or space limitations. A temporary space shall not be a bathroom and shall be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk.
- Where a multipurpose room is designated for use as a lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes.

HTH shall provide the employee with access to a sink with running water and a refrigerator suitable for storing milk in reasonably close proximity to the employee's workspace. If a refrigerator cannot be provided, HTH may provide another cooling device suitable for storing milk, such as a cooler.

Lactation accommodations may be denied only in limited circumstances in accordance with law. (Labor Code section 1032.) In any case in which lactation accommodations are denied, Human Resources or designee shall document the options that were considered and the reasons for denying the accommodations. If HTH cannot provide a break time or a location that complies with this policy, then Human Resources or designee shall provide a written response to the employee.

If an employee believes that HTH is not providing an adequate break time and/or a place to express milk as required, the employee may file a complaint with the School Director or Human Resources. An employee may also report a violation of this chapter to the Labor Commissioner.

○ **Unpaid Leave of Absence and/or Reasonable Accommodations (Medical) Under Federal and/or California Law (Non-Pregnancy-Related)**

HTH is committed to equal employment opportunity and, as such, prohibits discrimination in the workplace in violation of the federal Title VII of the Civil Rights Act of 1964 (“Title VII”) and the California Fair Employment and Housing Act (“FEHA”) as well as any other applicable federal, state, or local employment laws.

In an effort to comply with its duty to accommodate employees with qualifying disabilities, HTH will make a good faith effort to provide reasonable accommodations to qualified individuals with mental or physical disabilities. An “accommodation” can be an **unpaid leave of absence or work restriction(s)** to allow the individual to keep performing his/her/their essential job duties.

1. Unpaid Leave of Absence

If your health care provider certifies that you are temporarily unable to work as a result of a mental or physical disability, HTH will provide you with an unpaid leave of absence (intermittent or full-time), unless such leave would cause an undue hardship to HTH. Generally, you will request leave under this policy because you do not qualify for time off under any other HTH policies for medical-related leaves of absence (e.g., you have not worked for HTH for 12 months and, therefore, are not eligible for time off under the Family and Medical Leave Under Federal and/or California Law). Ordinarily, if the need for leave is foreseeable, you must request the leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You will be required to submit sufficient medical documentation from your health care provider certifying your eligibility for such leave. Prior to your return to work, you may be required to submit sufficient medical documentation from your health care provider certifying your ability to return to work, with or without reasonable accommodations. If you are requesting an extension of your leave, HTH requests that you submit your completed certification requesting an extension prior to the expiration of your approved leave. Failure to comply with these notification and/or documentation requirements may result in a delay of the start of the leave, delay in the approval for further leave, and/or delay in your return to work. Please contact Human Resources for the appropriate certification.

Employees will be required to use any accrued vacation and PSL during any unpaid portion of this leave (intermittent or full-time). Benefit accrual, such as vacation, PSL, and holiday pay, will be suspended during an unpaid medical leave period and will resume upon return to active employment. However, PSL allotment (not accrual), if applicable, will continue during the approved leave period. Unless otherwise required by law, HTH does not continue to pay premiums for health insurance coverage for employees on unpaid medical leave. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

In accordance with applicable law, employees granted unpaid leave under this policy have no right to guaranteed reinstatement or job protection. If you do not return to work on the first workday following the expiration of an approved leave under this policy, you may be deemed to have voluntarily resigned from your employment (i.e., job abandonment).

Approved absences of less than two weeks are generally not treated as medical leaves of absences under this policy but rather as excused absences without pay.

63. Reasonable Accommodations in the Workplace and the “Interactive Process”

It is HTH’s policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of his/her/their disability so long as the employment can perform the essential functions of the job.

Consistent with this policy, HTH will provide reasonable accommodations to a qualified individual with a disability who has made HTH aware of his/her/their disability, provided that such accommodation does not cause an undue hardship on HTH. It is generally the responsibility of the employee to inform the supervisor that an accommodation is needed in order to perform the essential job functions, or to receive equal benefits and privileges of employment. However, when the disability or the need for accommodation is obvious, the supervisor may inquire whether the employee has a need for assistance without asking for confidential medical information.

Employees with a disability who believe they need an accommodation to perform the essential functions of their job should contact the Human Resources Department to make an accommodation request. If possible, employees are encouraged to put the request for an accommodation in writing. Please also submit sufficient medical documentation from your health care provider in support of your request with the following information: (1) certifying the existence of your disability under applicable law (without disclosing any medical diagnoses); (2) specifying exactly what accommodation you are requesting to perform your job duties; and (3) setting forth the duration of the proposed accommodation (e.g., dates). If you or your health care provider has any questions about your essential job duties, please discuss with Human Resources.

Upon receipt of your medical documentation, HTH will engage in the interactive process with the employee, discuss and analyze the totality of the situation including the job duties and any restrictions, and respond to your request. Importantly, you are only entitled to a “reasonable accommodation” (and not necessarily entitled to your preferred or first choice of accommodation, or an accommodation that causes an undue hardship to HTH). Depending on the circumstances, some examples of reasonable accommodations may include a reduced schedule, different office equipment, additional safety equipment, or intermittent time off for ongoing medical treatment.

○ **Discretionary Unpaid Leave of Absence (Non-Medical)**

HTH may grant a discretionary leave of absence to employees in certain unusual circumstances. It is important to request any leave in writing as far in advance as possible, to keep in contact with your supervisor and Human Resources during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted your supervisor or HTH, HTH will assume that you do not plan to return and that you have voluntarily terminated your employment.

Employees will be required to use any accrued vacation during any unpaid portion of this leave. Benefit accrual, such as vacation, PSL (including allotment), and holiday pay, will be suspended during an unpaid leave period and will resume upon return to active employment. Unless otherwise required by law, HTH does not continue to pay premiums for health insurance coverage for employees on discretionary unpaid leaves of absence. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

- **Workers' Compensation**

HTH provides time off for work-related injuries in accordance with applicable law. All time off that qualifies as other state and federal leave entitlements will be provided concurrently to the fullest extent permitted by law.

The first three days of absence resulting from a work-related injury are paid by HTH. After the first three days, and with the certification of HTH's workers' compensation insurer that the injury qualifies for workers' compensation, insurance payments are provided in lieu of other compensation from HTH. In all cases, workers' compensation claims and payments are administered pursuant to the terms and conditions of HTH's applicable insurance policy.

- **Military Leave**

All employees who leave HTH for active military service or military reserve duty will be placed on an unpaid military leave of absence. Employees are entitled to reinstatement upon completion of such military service or duty, provided an application for reinstatement is made within 90 days of discharge, or as otherwise provided by law.

You may use accrued vacation time during military leave. Time spent on military leave counts for purposes of determining "length of service." However, you will not accrue vacation or PSL or receive holiday pay during military leave.

- **Jury Duty/Witness Duty**

All employees who receive a notice of jury/witness duty must notify their School Director/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 their supervisor. Employees must report for work whenever the court schedule permits. Either HTH or the employee may request an excuse from jury/witness duty if, in HTH's judgment, the employee's absence would create serious operational difficulties.

Non-exempt employees who are called for jury duty will be provided five days of paid time off for jury duty. If a non-exempt employee requires time off beyond five days for jury duty, such time off is unpaid.² If a non-exempt employee requires any time off for witness duty, such time off is unpaid.

Exempt employees will receive their regular salary while serving jury duty unless they do not work any hours during the course of a workweek.

- **Time Off for Voting**

HTH encourages its employees to fulfill their civic responsibilities by participating in elections. Because polls are open from 7:00 a.m. until 8:00 p.m., employees generally are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours and have not requested an absentee ballot, then HTH will grant up to two hours of paid time off to vote.

² Employees may elect to use any accrued vacation during jury/witness duty leave.

Employees must request time off to vote from their supervisor at least two working days prior to the election day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

- **Emergency Duty/Training Leave**

In California, no employee shall receive discipline for taking time off to perform emergency duty/training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty/training, please alert your supervisor so that he or she may be aware of the fact that you may have to take unpaid time off for emergency duty/training. In the event that you need to take time off for emergency duty/training, please alert your supervisor and Human Resources before doing so whenever possible. Time off for emergency training may not exceed 14 days per calendar year.

Emergency Duty/Training Leave is unpaid. You may choose to use your accrued vacation if you wish to receive compensation for this time off, but you are not required to do so.

If you feel you have been treated unfairly as a result of taking or requesting Emergency Duty/Training Leave, you should contact your supervisor or any other supervisor, as appropriate.

- **Suspended Pupil/Child Leave**

California law requires employers to provide time off for parents required to visit a child's school when the child has served a period of suspension from school. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present the school's letter, which requests the employee's appearance at the school, to his/her/their supervisor at least two days before the requested time off. Employees may use accrued vacation (if applicable) while attending a child's school under these circumstances. If not, suspended pupil/child leave will be unpaid.

- **Leave for Crime Victims and Their Family Members**

If you are the victim—or an immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child of a registered domestic partner) of the victim—of a violent felony, serious felony (as defined by the California Penal Code), or felonies related to theft or embezzlement, you are permitted to be absent from work to attend judicial proceedings related to the crime.

You must provide your supervisor and Human Resources with written notification for each scheduled proceeding, unless advance notice is not possible. This time off is unpaid. You may choose to use your accrued vacation (if applicable), but this is not required.

- **Military Spouse Leave**

Qualified employees are eligible for up to 10 days of unpaid leave when their spouse or registered domestic partner is on leave from military deployment. A qualified employee is one who regularly

works more than 20 hours per week and whose spouse or registered domestic partner is a member of the Armed Forces, National Guard, or Reserves and is on leave from deployment during a period of military conflict.

If you are eligible for such leave, please submit a written request for leave to Human Resources within two business days of receiving official notice that your spouse or registered domestic partner will be on leave from deployment. You will also be required to provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment.

Non-exempt employees must use accrued vacation time (if applicable) in order to receive compensation for this time off. If no vacation time is available, the employee may take this time off without pay. An exempt employee is required to charge any absence of four or more hours under this policy to his/her/their vacation bank, if any. Otherwise, exempt employees will be compensated to the extent required by applicable law.

- **School and Daycare Leave**

If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed day care facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or day care facility, to find, enroll or reenroll your child in a school or with a licensed child care provider and/or to address a child care provider or school emergency. You may take no more than eight hours off for this purpose in any one calendar month. Unless it is to address an emergency, you should schedule this time off with your supervisor in advance. You may be asked to provide documentation from the school or day care facility to confirm your attendance at its facility for reasons covered under this policy on the specific date and time that you took the leave. This time off is unpaid. You may choose to use your accrued vacation (if applicable), but this is not required.

- **Leave for Domestic Violence, Sexual Assault, and Stalking Victims**

1. Right to Time Off

In case of domestic violence, sexual assault, and stalking, employees have the right to take time off from work to get help to protect themselves and their children's health, safety, or welfare. Employees can take time off to get a restraining order or other court order. Furthermore, employees can take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking.

Employees may use available vacation (if applicable) or accrued PSL. Otherwise, the time off is unpaid. In general, employees are not required to provide documentation for time off under this policy. However, employees shall provide reasonable advance notice of their intent to take time off under this policy, unless advance notice is not feasible. If employees are unable to provide advance notice for time off under this policy, they should provide certification of their absence (such as a police report, court order, or health care provider certification) within a reasonable time period thereafter.

Employees failing to provide reasonable advance notice or documentation supporting the absence under this policy within a reasonable time period thereafter for an unscheduled absence,

may be subject to consequences. Therefore, please work with your supervisor and Human Resources to request relief under this policy and submit necessary documentation.

64. Right to Reasonable Accommodation

Employees have the right to ask HTH for help or changes in their workplace to make sure they are safe at work. HTH will work with its employees to determine what changes can be made within the school context. HTH may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation. HTH will maintain confidentiality regarding any requests for accommodations under this policy.

65. Prohibition on Retaliation and Discrimination

HTH is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee is a victim of domestic violence, sexual assault, and/or stalking.
- The employee asked for time off to get help regarding domestic violence, sexual assault, and/or stalking.
- The employee asked HTH for help or changes in the workplace to ensure safety at work based upon domestic violence, sexual assault, and/or stalking.

66. Right to File a Complaint

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his/her/their supervisor and/or the Labor Commissioner's Office.

For more information, contact the Labor Commissioner's Office by phone at 213-897-6595 or visit a local office by finding the nearest one on our website: www.dir.ca.gov/dlse/DistrictOffices.htm. If needed, the Labor Commissioner's Office provides an interpreter at no cost to the employee.

○ **Adult Literacy Leave**

Pursuant to California law, HTH will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on HTH. HTH does not provide paid time off for participation in an adult literacy education. However, you may utilize accrued vacation if you want compensation for this time off. If you do not have accrued vacation available, you will be permitted to take the time off without pay.

○ **Alcohol and Drug Rehabilitation Leave**

Pursuant to California law, HTH will reasonably accommodate any eligible employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that the accommodation does not impose an undue hardship on HTH. HTH does not provide paid time off for participation in an alcohol or drug rehabilitation program. However, you may utilize

accrued vacation if you want compensation for this time off. If you do not have accrued vacation available, you will be permitted to take the time off without pay.

This policy in no way restricts HTH's right to discipline an employee, up to and including termination of employment, for violation of HTH's Drug and Alcohol Abuse Policy.

- **Civil Air Patrol Leave**

Pursuant to California law, HTH will provide unpaid leave to employees who are volunteer members of the California Wing of the Civil Air Patrol and who have been duly directed and authorized to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Employees must be employed for at least 90 days immediately preceding the commencement of leave in order to be eligible.

Employees are required to give HTH as much notice as possible of the intended dates upon which the leave would begin and end. HTH will restore the employee to the position he or she held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may, but is not required to utilize accrued vacation (if applicable).

- **Leave for Bone Marrow and Organ Donors**

Pursuant to California law, HTH will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person; HTH will also provide up to 30 business days of paid leave within a one-year period to an employee who donates an organ to another person. HTH requires that bone marrow donors use up to five days of available accrued sick or vacation time during the course of the leave. Organ donors must use up to ten days of available accrued PSL or vacation time during the course of the leave.

To qualify for this leave, an employee must have been employed for at least 90 days prior to the commencement of the leave and must provide HTH with written verification of his/her/their status as an organ or bone marrow donor and the medical necessity for the donation. During such leave, HTH will continue coverage under its group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give HTH as much notice as possible of the intended dates upon which the leave would begin and end.

VII. PAID BENEFITS FOR LEAVES OF ABSENCE

2.

Section VII sets forth HTH's compensation benefits for certain classifications of eligible employees for certain types of leaves of absence (i.e., "HTH Coordinated Leave Benefits") and answers common questions about the interplay between leaves of absence for pregnancy and baby-bonding. **This section does not guarantee that you are entitled to leave or leave for a specific duration.** Employees must be eligible for leave as provided for herein. If you have questions concerning your personal situation, please contact the Human Resources Department.

If I'm having a baby, how much time off am I eligible for?

A female (including transgender female) employee who is having a baby is eligible for up to 29 1/3 weeks of leave pursuant to the Pregnancy Disability Leave Policy (17 1/3 weeks per pregnancy) and the Family and Medical Leave Policy (12 weeks per 12-month period). These leaves of absence run **consecutively**.

However, the employee is only eligible for Pregnancy Disability Leave during a period of actual disability related to her pregnancy, childbirth, or related medical conditions (e.g., bed rest, morning sickness, recovery from birth, etc.) as certified by her health care provider. Other than having a certified disability related to a pregnancy, there are no other eligibility requirements, such as length of employment, hours worked, or size of worksite. An employee is eligible for up to 17 1/3 weeks of this leave per pregnancy, which can be taken on a full-time or intermittent basis.

An employee is only eligible for Family and Medical Leave to bond with a newborn child (or newly placed foster/adopted child) if the employee has been employed by HTH for at least 12 months (not necessarily consecutive), has worked at least 1250 hours during the 12 months immediately prior to the leave, and is employed at a worksite where there are 50 or more employees of HTH within 75 miles. An employee is eligible for up to 12 weeks of this leave per 12-month period.

An employee whose significant other (spouse, registered domestic partner, girlfriend, etc.) is having a baby³ is eligible for up to 12 weeks of leave per 12-month period pursuant to the Family and Medical Leave Policy.

○ **Pay: To what extent, if any, will I be paid by HTH during any leave of absence?**

1. Employees Eligible for HTH Coordinated Leave Benefits

The following policy only applies to regular, full-time, Contract Employees and Custodial and Maintenance Staff Members who have been continuously employed for at least **90 days** prior to the commencement of the qualifying leave of absence.

The employee must first be eligible for the qualifying leave of absence under that particular policy and/or applicable law to be eligible for HTH Coordinated Leave Benefits under this policy. In other words, HTH Coordinated Leave Benefits do not create the right to time off or a leave of absence (or extend the length of time off or a leave of absence). It is a **wage supplement** afforded to eligible employees under qualifying leaves of absence.

All other classifications of employees are not eligible for HTH Coordinated Leave Benefits under this policy.

67. Leaves Eligible for HTH Coordinated Leave Benefits

HTH provides eligible employees with HTH Coordinated Leave Benefits for any of the following medical or baby-bonding leaves of absence: Family and Medical Leave for serious health condition

³ This includes situations where the employee and his/her spouse/registered domestic partner are fostering or adopting a new child, as set forth in the Family and Medical Leave Policy, Qualifying Reason (a) ("the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child").

of employee or immediate family member or baby-bonding; Pregnancy Disability Leave; and reasonable accommodation leave. All other leaves are not eligible for HTH Coordinated Leave Benefits.

68. Initial Use of Paid Sick Leave

During any **medical leave of absence** (Family and Medical Leave for serious health condition of employee or immediate family member, Pregnancy Disability Leave, reasonable accommodation leave, workers' compensation leave), employees may choose to exhaust their available PSL prior to HTH coordinating pay with the EDD in the manner described in the section 5, HTH Coordinated Leave Benefits, below. Employees who wish to exhaust their PSL balances prior to receiving any HTH Coordinated Leave Benefits must notify Human Resources.

69. Application for EDD Benefits

To be eligible for HTH Coordinated Leave Benefits, you must apply for any and all EDD benefits for which you are eligible. This is a condition of receiving HTH Coordinated Leave Benefits.

In short, if you are on a medical or baby-bonding leave (Pregnancy Disability Leave; Family and Medical Leave for your own or an immediate family member's serious health condition or baby-bonding; reasonable accommodation leave), you must apply for State Disability Insurance benefits (SDI) and/or Paid Family Leave benefits (PFL), whichever is applicable (or both if applicable), effective the first day of your leave (or sooner if possible). **Employees who are not eligible for HTH Coordinated Leave Benefits are eligible to apply for SDI and PFL with the EDD.**

Both SDI and PFL benefits are administered by the Employment Development Department of the State of California (EDD). The information below summarizes these benefits in general terms. In all cases, the EDD (not HTH) makes any and all determinations regarding employee eligibility for SDI and PFL, including the amount of such benefits, in accordance with EDD rules and regulations.

SDI is available to employees who cannot work because of illness or injury not caused by employment with HTH or who are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. There is a limit on the amount of SDI an employee can receive based on EDD rules and regulations. Prior to receiving SDI, employees may be subject to a 7-day non-payable waiting period (during which time employees may use any available vacation or PSL). Please contact the EDD for further information.

PFL is available to employees who are eligible for time off to care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner) or to bond with a new child entering the family through birth, adoption, or foster care placement (within 12 months of the child entering the family). Employees are eligible for up to 8 weeks of partial wage replacement benefits through PFL, although there is a limit on the amount of wage replacement benefits based on regular earnings as a result of EDD rules and regulations (typically, about 60% to 70% of wages earned in the previous 5 to 18 months, with further limitations on the amount depending on income level). There is no waiting period before being eligible for PFL. Please contact the EDD for further information.

SDI and PFL are wage supplements and do not create a right to time off or qualify as a leave of absence. The employee must separately qualify for time off under applicable law or HTH policy. PFL does not provide job protection or reinstatement rights. Further, HTH and the employee may mutually agree to allow the employee to use accrued PSL while simultaneously receiving SDI or PFL benefits in accordance with EDD rules and regulations. Employees will apply for SDI and PFL benefits online via the EDD's website.

If approved for PFL and/or SDI, HTH provides eligible employees up to a total of **6 weeks** of the HTH Coordinated Leave Benefits described below. Workers' compensation leaves are excluded from HTH Coordinated Leave Benefits.

70. HTH Coordinated Leave Benefits

After you apply for and receive the above EDD benefits, HTH will subsidize a percentage of your base compensation in accordance with this policy for the medical and baby-bonding leaves set forth above **for a maximum of up to 6 consecutive weeks (inclusive of school holidays) of coordinated pay per 12-month period, calculated on a looking backward basis from the date the leave commences ("HTH Coordinated Leave Benefits")**.

HTH will initially pay you 35% of your usual regular rate of compensation for up to 6 consecutive weeks. This reduced pay will immediately follow the use of your available PSL, if you choose to do so.

In the case of a non-exempt employee who is paid on an hourly basis, HTH will pay you the percentage of pay that you would have received, based upon your regular work schedule prior to the start of your leave, for a maximum of 6 weeks (e.g., 35% of 30 hours/workweek if this was your regular work schedule).

Upon receipt of a statement of benefits from EDD for either SDI or PFL, you must immediately provide Human Resources with a copy. After receiving the copies of your EDD statement of benefits for the first 6 weeks of your qualifying leave, HTH will calculate the amount that you would have earned on your contract if you had worked all of the workdays set forth in your contract, including any workdays falling within the first 6 consecutive weeks of your qualifying leave. The earnings will reflect your daily rate per workday times the number of workdays completed in the contract year. The difference (if any) between your regular gross earnings on the one hand, and the sum of the HTH pay issued to you and the EDD benefits on the other, will be paid to you at this time.

If you previously took a medical or baby-bonding leave in the past 12 months, the total paid time will be limited to no more than a total of 6 weeks, including any prior paid leave time. If your leave of absence is shorter than 6 weeks, then you will not be eligible to receive the full 6 weeks of HTH Coordinated Leave Benefits.

You may be eligible under SDI and/or PFL for additional benefits beyond the 6 week-cap that HTH will supplement.

If the reason for your leave is your own serious health condition or injury, disability, or pregnancy-related disability, and you must extend your leave beyond 90 calendar days, HTH has purchased a long-term disability policy on your behalf. The long-term disability insurance, currently provided by CIGNA, pays you 60% of your pre-disability salary (adjusted by any amount received from SDI). If you have been on leave for 70 days and have not yet obtained a certification to return to

work from your healthcare provider (with or without reasonable accommodations), we recommend contacting Human Resources to begin the application process for the long-term disability benefits.

If the basis for your leave is a workers' compensation injury, HTH does not provide the employee with the wage subsidization as noted above. Instead, after the employee has received any and all applicable EDD benefits and used any accrued PSL and/or vacation, HTH's workers' compensation carrier compensates the employee directly in accordance with the terms and conditions of the policy and applicable law.

○ **Benefits: To what extent, if any, will HTH continue my school-paid health benefits?**

HTH will continue your health care coverage (including for your dependents) as if you were continuously employed for any leave of absence pursuant to the Pregnancy Disability Leave Policy (17 1/3 weeks per pregnancy) and the Family and Medical Leave Policy (12 weeks per 12-month period). Depending on the employee and reason for leave, these leaves of absence can run consecutively. This benefit applies to all HTH employees who qualify and are eligible for these leaves of absence, regardless of classification. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave. Failure to do so may result in cancellation of your insurance. Depending on the type of leave, if you do not return to work following your leave for a reason other than circumstances beyond your control, you may be required to reimburse HTH for its share of health insurance premiums paid on your behalf during your leave.

After the expiration of your leave of absence pursuant to the Pregnancy Disability Leave Policy and/or the Family and Medical Leave Policy, you will be offered continuation of coverage for yourself and your dependents through COBRA. If you elect continuation of any coverage under COBRA, you will be responsible for the expense of the insurance premiums.

HTH will not continue your health care coverage for any other leave of absence, unless required by applicable law. In general, any other type of leave of absence constitutes a COBRA-triggering event.

○ **An Example of the Interplay
Between Leaves of Absence**

Mary is an HTH teacher who is expecting a child in February and meets the eligibility requirements for Pregnancy Disability Leave ("PDL") and Family and Medical Leave ("CFRA").⁴ She has not taken a leave of absence in the prior 12 months. She is planning to take 6 weeks to bond with her new baby after her PDL ends. Mary's due date is in mid-February.

On January 16th, her doctor certifies that she is disabled due to her pregnancy because of severe morning sickness. Her PDL begins, effective January 16th. After giving birth the second week of February, Mary's doctor wants to keep Mary off work for an additional 6 weeks as she has experienced some complications from childbirth. Therefore, he extends her PDL until March 31st. Overall, she has taken a total of 11 weeks of PDL, certified through documentation from her health care provider submitted to HTH. Under the law, she is eligible for up to a maximum of 17 1/3

⁴ Generally, FMLA will run concurrently with the employee's PDL, yet CFRA will run consecutively.

weeks of PDL, but only for a period of actual disability. Here, she was only disabled for **11 weeks**, the total length of her PDL.

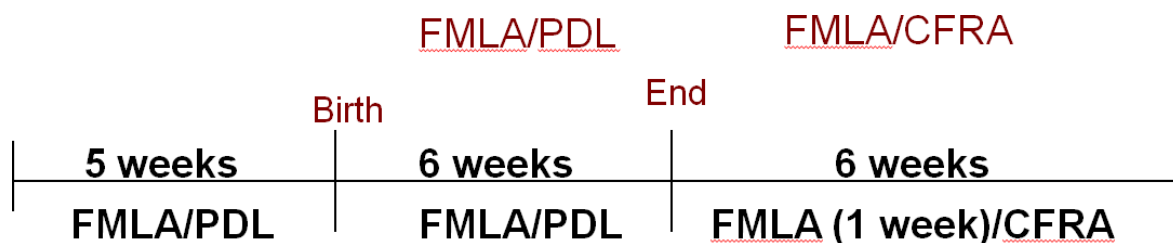
Her CFRA/baby-bonding leave begins April 1st and ends May 13th. She returns to work on May 15th. Under the law, she is eligible for up to a maximum of 12 weeks of CFRA to bond with her newborn child. Here, she only chose to take 6 weeks.⁵

Her total leave of absence is approximately 17 weeks.

When she was on PDL, she applies for SDI benefits with the EDD, uses her PSL during the required 7-day waiting period (exhausting her available PSL), and then receives her SDI benefits. During the time that she receives her SDI benefits, she was eligible for the HTH Coordinated Leave Benefits (compensation benefits), which has a maximum of 6 weeks. While she was on baby-bonding leave (CFRA), she also applies for PFL benefits with the EDD and then receives her PFL benefits. However, she is not eligible for additional HTH Coordinated Leave Benefits (compensation benefits) as there is a cap on this benefit of up to a total maximum of 6 weeks. After Mary exhausts all of her PSL, SDI, PFL, and HTH Coordinated Leave Benefits, the remainder of her leave is unpaid.

During her entire 17-week leave of absence, her insurance coverage (including for her dependents) continued as if continuously employed. Because Mary chooses to continue her insurance coverage during her leave, she is required to continue her normal contributions to her insurance premiums in a timely fashion. While Mary is receiving pay (i.e., PSL or HTH Coordinated Leave Benefits), the Company deducts her insurance premiums from her paychecks. However, once Mary moves into unpaid leave (after exhausting her PSL and vacation), she is responsible for submitting her insurance premiums directly to the Company. Specifically, Mary is required to prepay her insurance premiums for the following month by the first of the preceding month. For example, her premiums for March are due no later than February 1. Failure to make such payments (timely and in full) may result in the cancellation of her insurance, in which case Mary would have received a notice to continue coverage under COBRA at her choosing.

Below is a chart showing the interplay of Mary's various leaves of absence:



⁵ Mary can choose to take the remaining 6 weeks at a later date, as long as she completes the remaining 6 weeks of baby-bonding leave within 12 months of giving birth, i.e., the following February.

GENERAL PERSONNEL POLICIES

Personal Information and Personnel Files

1. Changes in Personal Information

Employees must inform HTH as soon as possible regarding changes of address, telephone number(s), withholdings, emergency contact information, and other such matters.

71. Personnel File Review

All employees have the right to inspect certain documents in their personnel files, as provided by law, in the presence of an HTH representative, at a mutually convenient time, but not later than 30 calendar days from the date HTH receive a written request. Employees also have the right to obtain a copy of their personnel file as provided by law. HTH will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to Human Resources. Only Human Resources is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, HTH will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

If an employee disputes an item in his/her file, the employee may submit a memorandum outlining his/her points of contention. However, no action is required of HTH in response to such a memorandum unless some other HTH policy relates to the situation and requires HTH to take action.

○ **Purchasing and Reimbursement**

HTH shall reimburse the actual, reasonable and necessary expenses, including travel expenses, of any employee of HTH incurred in the course of performing required or authorized services for HTH.

If you want to purchase additional materials and supplies in order to meet the needs of your students and complete your work, the information below provides you some options for purchasing materials without paying out-of-pocket expenses or for getting reimbursed if you do use your own money to purchase materials. Please contact your School Director, supervisor or the HTH Business Office at any time should you have questions or need clarification on any of the information provided.

1. Credit cards

You may be provided a school credit card to use for instructional purposes and approved work related expenses only. If you are issued a card, you will be required to file on-line expenditure reports and submit the original, itemized receipts on a regular basis. Failure to file timely reports and submit receipts may result in the loss of credit card privileges.

72. Out-of-pocket expenses

With approval of your School Director or supervisor, you may purchase something out of pocket and receive reimbursement by filing an expense report and attaching the original, itemized receipts.

73. Purchase orders

If dealing with a vendor who is willing to accept a purchase order or if you should need to have a check created to pay to a vendor, you may submit a purchase requisition to your School Director or supervisor for approval. If approved, the HTH Business Office will place your order and make payment upon delivery. You must provide receipts to the Business Office upon delivery of your order.

Failure to adhere to the above requirements may result in disciplinary action, up to and including termination.

74. Employee Travel

All employee travel must be pre-approved in advance by either the School Director, supervisor or the HTH Business Office. All employee travel must be pre-approved in advance. All employees approved to travel shall be provided a travel budget, which shall outline what expenses may be reimbursed in the course of performing required or authorized services for HTH.

To obtain reimbursement for any out-of-pocket travel expenses, including lodging, car rental, parking, plane fare, taxi/bus/shuttle service, conference registration, toll charges, and necessary incidental expenses, legible receipts must be presented which do not include personal expenses.

Mileage for authorized travel by personally owned vehicle shall be reimbursed upon submission of a travel claim at the rate established by the Internal Revenue Service at the time the travel is performed. If an employee is regularly assigned to a designated work site, reimbursement for use of a personally owned vehicle on HTH business during regular work hours shall not include that mileage normally attributed to mileage for travel to work and home. Where the authorized travel is outside of regular work hours, all mileage incurred shall be reimbursed.

Authorization for the use of personally owned vehicles for HTH business is subject to the following rules:

- a. The driver must possess a valid California Driver's License, personal automobile insurance in the minimum amount of \$100,000/300,000 liability/bodily injury, and a minimum of \$50,000 liability/property damage.
- b. HTH prohibits and is not responsible for accidents or injuries resulting from the use of alcohol or drugs, driving under the influence of alcohol or drugs, the use of cell phones in violation of State law, or smoking while on HTH business.
- c. A valid driver's license and verification of insurance coverage must be carried at all times when using a personally owned vehicle for HTH business.
- d. All accidents in a personally owned vehicle while on HTH business must be reported to HTH immediately, to the employee's insurance company, and to the Department of Motor Vehicles in the event of personal injury or property damage in excess of non-reportable levels.

- e. HTH does not reimburse or pay for the following expenses of personally owned vehicles used on official business or parked at an HTH or other facility:
 - a. Collision Damage
 - b. Deductible's on insurance claims
 - c. Repair or replacement of vehicles or the contents of vehicles damaged by vandalism or theft
 - d. Traffic or parking citations while on official HTH business.

Where receipts are lost, cannot be replaced, and cannot be presented to support a travel claim, the employee must sign a certification as to those expenses for which receipts are unavailable for approval by the School Director.

No HTH funds will be used to purchase or reimburse an employee for any expense(s) incurred for the purchase of alcoholic beverages or for personal, unnecessary, or unreasonable expenses.

- **Gift of Public Funds Issues**

California Government Code section 8314 and the California Constitution prohibit the gift of public funds to any individual, corporation, or another government agency. The restriction against gifts of public funds is in place to ensure accountability to constituents and to prevent misuse of public money. This doctrine applies to expenses of *any* amount.

HTH operates as a public school and is subject to prohibitions on use of public funds for gifts. This means that no one may use school funds for personal purposes (e.g., for the benefit of a single employee or student) or other purposes not authorized by law. For example, no one may use public funds to purchase gifts for individuals or groups, including sending flowers, gift cards, or other tokens of appreciation. For another example, payment with HTH funds for personal items is not permitted.

If you have any questions regarding the appropriate use of your school issued credit card, please see the credit card policies issued by the HTH Business Office and the Cardholder Agreement. A copy of the cardholder agreement is attached to this Handbook as **Exhibit "B"** for ease of reference.

Failure to adhere to the above requirements may result in disciplinary consequences including the possibility of termination of employment.

- **School Hiring Requirements**

- 1. Certification

HTH's teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in public schools would be required to hold by law. It is each teacher's responsibility to ensure that his/her/their credentials comply with this policy and applicable law.

- 75. Tuberculosis Testing

No person shall be employed by HTH unless he or she has submitted proof of an examination within the last four years stating that he or she is free of active tuberculosis (TB).

This examination shall consist of an X-ray of the lungs or an approved intra-dermal tuberculin test that, if positive, shall be followed by an X-ray of the lungs or a tuberculosis risk assessment questionnaire. Thereafter, all employees shall be required to undergo the foregoing examination at least once every four years. After such examination, each employee shall cause to be on file a certificate with HTH from the examining physician showing the employee was examined and found free from active tuberculosis.

The examination is a condition of initial employment, and the expense incident thereto shall be borne by the applicant.

This requirement encompasses not only HTH employees but also volunteers and independent contractors who work with students on a regular basis.

76. Criminal Background Checks

It is the policy of HTH to require fingerprinting and criminal background checks for its employees consistent with legal requirements.

HTH may, on a case-by-case basis, require an entity providing school site services to certify that the entity's employees comply with the requirements for fingerprinting, unless HTH determines that the employees of the entity will have limited contact with pupils. To make such a determination, HTH must consider all relevant circumstances, including factors such as the length of time the contractors will be on school grounds, whether pupils will be in proximity with the site where the contractors will be working, and whether the contractors will be working by themselves or with others. If HTH makes this determination, HTH shall take appropriate steps to protect the safety of any pupils that may come in contact with these contractors. If HTH requires an entity to comply with the fingerprinting requirements, the entity is required to comply with this section.

On a case-by-case basis, HTH shall determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

○ **Departures From HTH**

1. Resignations

An employee shall resign in writing. The School Director or HTH Officer is authorized by the Board to officially accept the resignation of any employee. The resignation shall state the employee's anticipated last day and shall be final and effective at the time of the acceptance.

Although employment at HTH is at-will, if an employee decides to terminate his/her employment with HTH, HTH requests the courtesy of at least two weeks' written notice prior to departure whenever possible.

77. Involuntary Terminations of Employment

HTH may elect to terminate an employee's employment pursuant to its policies and at-will employment relationship with the employee.

78. Exit Interviews and HTH Property Returns

Supervisors may ask departing employees to participate in an exit interview. At the time of departure, among other things, HTH will collect keys, pass cards, parking permits, computer equipment, mobile phones and any other HTH materials and equipment from the departing employee. All HTH-owned property must be returned upon separation of employment.

79. Salary and Benefits in the Event of Termination

In the event of termination of employment, contract employees shall be entitled only to the prorated salary or wages earned through the last date of actual service. Non-contract employees will be paid wages due and owing up through the last date of service.

If a departing employee is participating in HTH's health benefit plans, the employee will be sent information regarding his/her rights under COBRA. In the case of 220 day employees who established eligibility will have coverage for the balance of the month in which the last day in paid status occurs when separating from their position. In the case of 190 day and 200 day employees who established eligibility and will not be returning in an eligible capacity the following year, coverage will be terminated on July 31st.

VIII. WORKING IN A SCHOOL ENVIRONMENT 4.

HTH's mission and educational principles should be at the center of the way we interact with students, parents, and each other. Fostering a positive school culture depends on observing those principles and on the mutual respect that is at the center of our program.

This section of the Handbook discusses standards that all of us should observe in our daily work with students. While the content may strike you as common sense, yet as a school employer must remind employees of these standards. Accordingly, we ask that you review this section carefully.

○ **Expectations for Your Position**

1. All employees are expected and required to perform all listed duties and responsibilities contained in their job description and to follow the policies and procedures set forth in this Handbook. See also Section IX: General Standards of Conduct.
2. The Commission On Teacher Credentialing has adopted Rules of Conduct For Professional Educators which became operative on February 3, 1989. Teaching Staff and Instructional Support Staff (if a credential is required to perform their job duties) are required to abide by such rules which are set forth in the California Code of Regulations, Title 5, Sections 80331-80338.
3. Every employee shall follow all reasonable directives from the employee's immediate supervisor, the Chief Executive Officer, the School Director or designee, and the Board. Every employee is required to follow all such directives unless they necessarily place the employee, another employee, or a student in an unsafe or dangerous condition; or they necessarily require the violation of applicable law.
4. HTH is committed to all applicable laws concerning equal educational opportunity for all the students in HTH. HTH does not tolerate the violation of such laws by any employee.

5. No employee shall inflict, or cause to be inflicted, corporal punishment upon a student.

Employee-Student Relations Policy: Leading by Example

Because students are always observing the adults around them, we try to continually remind ourselves that every behavior models a value for students. We are aware that we are always modeling for our students how to be an adult, whether we intend to or not.

Part of modeling good behavior includes balancing your work in developing of solid, trusting teacher-student relationships, with drawing appropriate boundaries between adults and students. As incongruous as this balancing may seem, it is a critical aspect of your work.

You are expected to make responsible decisions regarding teacher-student or staff-student interactions, physical contact and conversation. This includes but is not limited to:

- Obtaining formal written approval (School and parental) to take students off School property for activities such as field trips or competitions.
- Maintaining a professional approach to e-mails, text messages, phone conversations, and other communications to and with parents and students, and limiting such communications to matters pertaining to School while using School-based technology and equipment whenever possible.
- Respectfully and gently correcting if students cross your own personal boundaries.
- Asking for advice from your immediate supervisor, the School Director, senior staff, or administrators, if you find yourself in a difficult situation, or find yourself having questions related to boundaries.
- Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers.

You are expected to use good judgment and ensure you act responsibly in all interactions with current students as well as any future, visiting, and past students. Make every effort to maintain appropriate boundaries and avoid placing yourself in any situation with students that might carry the risk of seeming or being perceived as inappropriate. Examples of actions that should be avoided include, but are not limited to:

- DO NOT become involved with a student so that a reasonable person may suspect inappropriate behavior and/or an inappropriate romantic relationship.
- DO NOT involve students in non-educational or non-school related issues, including, but not limited to, the employee's employment or personal issues.
- DO NOT give gifts to an individual student that are of a personal and intimate nature. (This is generally a bad idea and is discouraged.)
- DO NOT make or participate in, sexually charged and/or inappropriate comments or jokes.

- DO NOT send e-mails, text messages, instant messages, social media messages, or letters to students if the content is not about School activities and not in accordance with applicable School policies or in violation of the School's Social Media Policy.
- DO NOT use profanity with or to a student or otherwise engaging in any dialogue or conduct that violates school codes of conduct, rules, guidelines or norms.

When any employee becomes aware of facts that suggest that an employee, parent or student may have crossed appropriate boundaries, he or she must promptly report the suspicion to the School Director. Prompt reporting is essential to protecting students, employees, and the School community as a whole. Employees must also report to the School Director any awareness of, or concern about, student behavior that crosses boundaries or any situation in which a student appears to be at risk.

The School Director will promptly investigate any allegation of a violation of this policy. Throughout this fact-finding process, the investigator, and all others privy to the investigation, will protect the privacy interests of any affected student(s) and/or employee(s), including any potential witnesses, to the fullest extent possible. Violations of this policy may result in disciplinary action, up to and including termination of employment. When appropriate, violations of this policy may also be reported to authorities.

○ **On Confidentiality and Student Issues**

As we work in school environments, we need to remind ourselves about the levels of confidentiality that we must observe. As HTH employees, if a student confides something to you that appears to have safety, health or legal ramifications, you must report the information to your School Director or supervisor. Working with the Compliance Officer, your School Director and/or supervisor, the collective group will make decisions as to the appropriate person to advise on a case-by-case basis.

○ **Child Abuse Reporting Requirements**

California law requires that HTH faculty and staff members adhere to child abuse reporting requirements. California Penal Code Section 11166 of the California Penal Code requires that as mandated reporters, faculty and staff members, report all known or reasonably suspected cases of child abuse or neglect to a child protective agency immediately, or as soon as practically possible. "Child" includes any person under the age of eighteen years.

Reporting Procedure:

- Mandated reporters shall as soon as practicably possible report by telephone any instance of known or suspected child abuse or neglect to the any police department or sheriff's department, county probation department, or San Diego County Child Welfare Services (CWS). The CWS child abuse hotline number is (858) 560-2191. A mandated reporter should make a note of the time and date of the call and the name of the person to whom the report was made. If the abuse is in progress, call 911.
- The mandated reporter shall also prepare and send a written report on form SS 8572 to the agency within thirty-six (36) hours of receiving the information concerning the

incident. The mandated reporter may include with the report any non-privileged documentary evidence the mandated reporter possesses relating to the incident. Forms may be procured from your School Director or Compliance Officer. The address to send the written report to is Director, San Diego County CWS Agency, 1700 Pacific Highway, M.S. P501, San Diego, California 92101. Reports of suspected child abuse and all aspects of the reports are confidential.

Do not contact a parent/guardian of the child at issue following a report.

Note that it is not the job of the mandated reporter to determine whether the allegations are valid. If child abuse or neglect is reasonably suspected, or if a student shares information with a mandated reporter leading him/her to believe abuse or neglect has taken place, the report must be made. No supervisor or administrator can impede or inhibit a report or subject the reporting person to any sanction.

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, and when there is agreement among them, the required reports may be made and signed by a member of the team selected by mutual agreement of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report.

Employees may but are not required to report such incidents to the School Director or other school officials. Reporting such incidents to the School Director does not relieve the employee of responsibility to also immediately report such incidents to the appropriate child protective agency by telephone and to send the required written report. However, employees may work cooperatively to report the incidents and to file one written report.

The identity of all persons who report suspected child abuse or neglect shall be confidential and disclosed as required by law. The identity of reporters will not be disclosed to HTH except with the employee's consent or by court order.

Any mandated reporter who fails to report known or reasonably suspected child abuse or neglect may be charged with a crime. The failure to report an incident known or reasonably suspected by the mandated reporter to be sexual assault may be filed at any time within five (5) years from the date of occurrence of the offense. An employee may also be subject to disciplinary action up to and including termination for failure to report known or reasonably suspected child abuse.

No mandated reporter shall be civilly or criminally liable for reporting a reasonable suspicion that child abuse has occurred, except in cases where the report was false *and* the person knew that the report was false, or the report was made with reckless disregard of the truth or falsity of the report. Any other person who makes a report of child abuse or neglect known to be false or with reckless disregard of the truth or falsity of the report is liable for any damages caused. No mandated reporter, nor any person taking photographs of a suspected victim of child abuse or neglect at the direction of the mandated reporter, shall incur any criminal or civil liability for taking photographs of a suspected victim of child abuse or neglect, without parental consent, or for disseminating the photographs with the mandated report, provided that the photographs are not used for any other purpose. Any person who, pursuant to a request from a government agency investigating a report of suspected child abuse or neglect, provides the requesting agency with access to the victim shall not incur civil or criminal liability as a result of providing such

access. If you have any doubt whether you should report something that concerns the health or safety of the school community, consult with your School Director or supervisor without delay.

○ **Teaching Staff and Instructional Support Staff:**
Field Trips and Excursions with Students and Transporting HTH Students

Trips are a part of the learning experience at HTH and some teachers may organize trips for educational purposes. All applicable HTH conduct standards as well as guidelines regarding trips must be observed. Proper insurance is needed and must be confirmed through the Business Office. Please see the current Trips Policy and supporting documents available from your Site Manager.

All adults, parents, or guardians of students who take field trips shall sign a statement waiving all claims against HTH for injury, accident, illness, or death occurring during or by reason of the field trip.

Anytime you transport a student in a vehicle, you must observe HTH guidelines regarding the transportation of students. These guidelines speak to issues of required permission forms, licenses, insurance, and other related matters. Please see the current Transporting Students Policy and supporting documents available from your Site Manager.

Any employee who fails to comply with HTH policies regarding the trips and/or transportation of students may be deemed to have engaged in grossly negligent conduct beyond the course and scope of his/her/their employment. As a result, any employee who incurs any form of liability resulting from a violation of this policy may, to the extent allowed by applicable law, be solely responsible for any such liability. Finally, as with other conduct standards, violations of these policies may give rise to disciplinary action, up to and including termination.

IX. SAFETY POLICIES

5.

Environmental Health and Safety Policies

Given our focus upon project-based learning, we often engage students in projects that involve the use of power tools, lab chemicals, and art materials. Consideration of student safety must always be at the forefront of our preparation for these activities. Always make sure that students are trained in proper use of equipment and that you provide adequate supervision to minimize the risk of injury. If you have any questions regarding the use of products, chemicals, paints, power tools, or any other instrument used in your work, please contact your HTH Campus Project Safety Lead. Contact information for HTH Project Safety Lead Teachers are listed on the HTH Hive.

HTH is committed to providing and maintaining a healthy and safe work environment for all employees, clients and guests. Toward this end, HTH has established certain policies including the Injury Illness and Prevention Plan, the Hazardous Communications Policy and the Blood Borne Pathogens Policy Exposure Control Plan.

Employees are expected to follow safety precautions and to exercise good judgment and caution in the performance of their work. Employees must immediately report any unsafe or hazardous condition to their supervisors. Every effort will be made to address problems as soon as possible.

Employees also are expected to immediately report workplace accidents involving personal injury, no matter how minor they may seem, to their supervisors. Timely reports are necessary in order to comply with laws and in order to process any applicable insurance and/or workers' compensation benefit claims.

For further information regarding HTH environmental health and safety policies and practices, please contact HTH's Environmental Health and Safety Coordinator.

- **School Safety Plans**

Each school has a site-specific Comprehensive School Safety Plan ("**CSSP**"). Please refer to your School Director or designee for details about your school's CSSP.

- **Reporting Suspicious Activities/Persons**

The welfare of our employees and students and the security of our facilities depend upon the alertness and sensitivity of every individual to potential security risks. Work with the school's front desk to see that visitors have signed into visitor logs and are wearing visitor tags/badges as appropriate. Suspicious persons or activities should be reported to the School Director and/or Dean. We should all be vigilant and mindful of our surroundings in order to maintain the security of facilities and the welfare of our students and staff members insofar as is possible.

**X. GENERAL STANDARDS
OF CONDUCT 6.**

Confidential Information

HTH employees are responsible for maintaining the confidentiality of sensitive information and private information obtained during the course of their employment with HTH ("**HTH Information**"). It is important to protect and preserve HTH Information because HTH devotes significant time, energy, and expense to develop, acquire and maintain the confidentiality of HTH Information.

HTH Information includes: any parent and student information (including student/parent files); any aspect of student records; family information (including family files); parent and student lists (including, but not limited to, names and any form of contact information); personnel files and information (other than about the individual employee in question or other than any employee wage information); lesson plans; computer records; financial data; procedure descriptions; strategic plans; software; computer programs; art projects; forecasts; bid information; contract prices; writings; trade secrets; and all know-how and show-how whether or not protected by patent, copyright, or trade secret law.

No employee may use or disclose any HTH Information to any third party unless the use/disclosure is either a regular reporting requirement of the employee's job position, or unless the use/disclosure is expressly approved by HTH in the form of a written authorization signed by an HTH officer.

The Registrar and the Student Information Systems Administrator maintain student records. All educational records are confidential. Access to records is subject to the Federal Family Educational Rights and Privacy Act ("**FERPA**"). Generally, under FERPA, educational records may not be disclosed absent parental or guardian consent except directory information.

The term “education records” is broadly defined to mean those records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution. In addition, records that HTH maintains concerning special education students, including record or services provided to students under the Individuals with Disabilities Education Act (IDEA) are education records that are protected under FERPA.

The term “directory information” means one or more of the following items: pupil’s name, address, telephone number, date of birth, email address, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received, and the most recent previous public or private school attended by the pupil.

Directory information may be released provided that notice is given at least on an annual basis of the categories of information which the school plans to release. However, directory information may not be released regarding any pupil when a parent has notified HTH that such information should not be released.

Procedures for parents who wish to access records are described in the HTH Student-Parent Handbook. Teachers and staff **must** refer all requests relating to records or student information to the Student Information Systems Administrator. Employees who have any questions regarding this policy in the course of their work should ask their supervisor for clarification.

The obligation to maintain the confidence of HTH Information survives the employment relationship. Accordingly, employees who depart from HTH may not reveal HTH Information after their separation of employment. Any and all HTH Information shall be returned to HTH during extended leaves of absence or upon termination of employment.

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

- **Outside Employment and Conflicts of Interest**

Employees are expected to devote their best efforts to the interest of HTH. If you are a full-time employee, we expect you to devote your full professional effort to your position at HTH. Business dealings that appear to create a conflict between the interests of HTH and an employee are unacceptable.

Employees are expected to use good judgment and 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 as a result of HTH’s business dealings. Instances where an actual or potential conflict of interest may arise include, but are not limited to, engaging in outside activities and personal relationships (discussed in the following policy).

Outside activities may not affect the employee’s work hours, interfere or conflict with the employee’s job duties, raise any ethical or conflict of interest concerns, create any conditions that may impact the employee’s job performance, or violate provisions of state or federal law. Employees also may not use HTH’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 your School Director and/or the General Counsel.

- **Relationships with Applicants and Colleagues**

Due to the possibility of potential or actual conflicts, (e.g., perceived or actual favoritism or preferential treatment), candidates for employment who are also relatives of persons currently employed by HTH will only be considered for employment changes (such as a position or promotion) if such candidates will not be working directly for or supervising a relative. This includes, but is not limited to, hiring, retention, transfer, promotion, wages and leave requests. This policy applies to all current employees and candidates for employment.

For purpose of this policy, “**relative**” is defined as a person who is related by blood or marriage, who resides in the same household as an employee (i.e., roommate), who is/was in a romantic relationship with the employee, and/or who is a current or former roommate of the employee. This includes, but is not limited to, a spouse, registered domestic partner, significant other, casual dating, child, sister, brother, mother or father, in-laws, cousins, or step-relatives.

Employees have an obligation to **immediately** disclose any and all such relationships to HTH. Failure to do so may result in disciplinary action, up to and including termination.

After receiving disclosure of the relationship, HTH, in its sole and absolute discretion, will determine whether an actual or potential conflict of interest exists. If so, HTH will take action to eliminate the problem or conflict, including possibly requiring any or all of the affected employees to transfer to another position for which they are qualified (if one is available and the circumstances are suitable) or transfer to another worksite.

- **HTH Trademarks, Copyrights and Other Intellectual Property**

HTH is the registered owner of several trademarks, copyrights and other intellectual property. There are specific logos and marks that are official to HTH and available for use by HTH staff members pursuant to the HTH Brand Identity Guidelines.

The guidelines and the logos may be found at: hightechhigh.org/logos.

- **Dress Code**

The **High Tech High** dress code policy is designed to help us all positively present ourselves to our community and colleagues. Understanding our appearance reflects on ourselves and the institution, HTH believes there is a very wide range of clothes that are acceptable for the HTH work environment. Therefore, the HTH dress code is designed to ensure our employees represent HTH positively and encourages a positive learning environment, while still allowing employees to express their personal style, creativity and uniqueness.

The High Tech High dress code policy applies to all HTH employees, student teachers, interns, and volunteers.

High Tech High Dress Code Policy:

- At High Tech High dress is **casual attire**, unless the day's tasks require otherwise. Daily work activities can dictate the need to dress more professionally or opportunities for employees to dress more casually.
- Every level of the casual dress standard excludes offensive or inappropriate designs or stamps, and clothing that is too revealing.
- Clothing and grooming styles dictated by religion or ethnicity are exempt and acceptable at all times.

The level of the casual dress standard is dictated, in part, by the employee's workday and the school calendar. Certain work events and/or responsibilities may necessitate more professional clothing. Conversely, during times when students are not present, employees are allowed to wear more casual, but still appropriate and non-offensive, casual clothing. This policy does not prohibit hairstyles historically associated with race including but not limited to hair texture, braids, locks, and twists.

Definitions:

Casual Attire: means employees can wear anything that looks nice. This includes jeans, sweaters, collared and non-collared shirts, sneakers, and any other clothing appropriate for school. On Normal Workdays, it excludes flip-flops, sweats or gym clothes, skimpy clothes, stained clothes, heavily distressed or ripped items, and clothing with inappropriate (for school-age children), offensive or graphics that attract unnecessary attention to them.

Normal Workday: means a day when students are present or when one has work responsibilities with the public, colleagues and/or school officials that dictate an attire decision.

Dress Code Violations:

Employees are expected to exercise good judgment in choosing their work attire. Managers or supervisors are expected to inform employees when they are violating the dress code. Employees in violation are expected to immediately correct the issue. This may include having to leave work to change clothes.

Repeated violations or violations that have major repercussions may result in disciplinary action being taken up to and including termination.

○ **Personal Business**

HTH's facilities for handling mail and telephone calls are designed to accommodate HTH business. Personal mail should be directed to the employee's home address and personal phone calls should be limited to a minimum. Personal calls shall not be made outside HTH's immediate dialing area. HTH's materials, time or equipment may not be used for personal projects, conducting personal business, conducting non-HTH for-profit activities, or conducting work for another employer or entity.

- **Communications Systems Policies**

1. Definitions and Scope

HTH's electronic communications systems ("**Communications Systems**") include, but are not limited to, computers, laptops, e-mail, telephones, cellular phones, tablets, PDAs, text messaging, instant messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks.

Every user who is provided access to the Communications Systems is responsible for using the Communications Systems in accordance with this policy. Any questions about this policy should be addressed to HTH's Chief Technology Officer.

2. California Public Records Act

Please be advised that all employee communications, including but not limited to emails and text messages, are subject to disclosure under the California Public Records Act (PRA).

The California Public Records Act gives all persons the right to inspect and copy non-exempt public records. The PRA defines "public records" as "any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics." The term "public records" encompasses more than simply those documents that school officials are required by law to keep as official records. A public record is any record that is necessary or convenient to the discharge of an official duty. documents that otherwise meet the definition of public records (including emails and text messages) are considered "retained" by the local agency even when they are actually "retained" on an employee or official's personal device or account.

As applied here, this means that employee communications, including communications on an employee's personal device (e.g., cell phone or social media account), may be disclosable under the PRA if they are "public records," except in very limited circumstances prescribed by statute.

3. Ownership and Conditions of Use

The Communications Systems are the property of HTH, and HTH has provided these for the sole purpose of conducting School-related business as well as other business that is approved by the School Director in conformity with these policies. All communications and information transmitted by, received from, or stored in these systems are school records and the property of HTH.

Electronic communications are a means of business communication. HTH requires all users to conduct themselves in a professional manner. Users should conduct all electronic communications with the same care, judgment, and responsibility that they would use when sending letters or memoranda written on HTH 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 Communications Systems and the users thereof against unauthorized or improper use of these systems, HTH 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 any of the HTH Officers or their designees.

HTH also reserves the right periodically to monitor the use of its Communications Systems and to access users' voice mail, Internet access, and e-mail for that purpose or any other business-related purpose upon authorization of the Chief Executive Officer, the Chief Operations Officer or their designees.

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.

Users are required to comply with the HTH Computer Usage and Privacy Policy and agree to be bound by this policy by using the Communications Systems.

4. Confidentiality and Privileges

Information stored on the Communications Systems is intended to be kept confidential within HTH and will only be disclosed when HTH is required to disclose under state or federal law, a court order, or a lawfully issued subpoena. HTH 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 HTH, 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 users must keep this in mind when forwarding sensitive, confidential, and/or privileged information. Where appropriate, this fact should be disclosed to outside contacts.

5. Prohibited Use

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

- Users of the Communications Systems are strictly prohibited from using the Communications Systems to deliver a message that is harassing or offensive on the basis of any category protected by federal, state or local laws, ordinances, or regulations. HTH has policies against discrimination, harassment, and retaliation, and those policies apply to the use of the Communications Systems.
- Users 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.
- Users are prohibited from using the Communications Systems to transmit, display, store, publish, or purposely receive any pornographic, obscene, or sexually explicit material.
- Users 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 Chief Technology Officer.

- Users must not alter, copy, transmit, or remove HTH information, proprietary software, or other files without proper authorization from the School.
- Users 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 School Director or his/her/their designee. Anyone who receives an electronic communication for which he or she is 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.

6. Access and Disclosure

The Communications Systems is 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, and users do not have any expectation of personal privacy in any matters stored in, created, received, or sent over the Communications Systems.

HTH, as owner of the Communications Systems, to protect the integrity of its systems from unauthorized or improper use, reserves the right for legitimate business reasons, upon authorization of the Chief Executive Officer, the Chief Operations Officer or one of their designees, 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 user.

Although HTH entrusts you with the use of voice mail, e-mail, computer files, software, or similar HTH property, you should keep in mind that these items have been installed and maintained at great expense to the School and are only intended for business purposes. At all times, they remain HTH property. Likewise, all records, files, software, and electronic communications contained in these systems also are HTH property. You are advised that electronic files, records, and communications on School computer systems, electronic communication systems, or through the use of HTH telecommunications equipment are not private. Although they are a confidential part of School property, you 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 and/or monitoring by HTH personnel for any number of business reasons. As a result, employees do not have an expectation of privacy in this regard. Accordingly, these systems and equipment should not be used to transmit personal messages. Voice mail messages and e-mail messages should be routinely deleted when no longer needed.

You should be advised to use voice mail and e-mail as cautiously as you would use any more permanent communication medium such as a memorandum or letter. You should realize that 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 management without notice for business purposes.

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

HTH reserves the right to use and disclose any electronic non-privileged communication on its Communications Systems without the permission of or any prior notice to any user, including disclosure to law enforcement officials, or in response to a request under the California Public Records Act, or otherwise required by law, a lawfully issued subpoena, or court order.

7. Discipline for Violations of Policy

Any person who discovers misuse of the Internet access or any of the Communications Systems shall immediately contact Human Resources. **Any user who violates any part of this policy will be subject to discipline, up to and including immediate termination.**

8. 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. HTH reserves the right to amend this policy at any time through an authorized writing from an authorized HTH representative.

○ **Social Media Policies**

1. Scope

HTH has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. Among other things, this policy applies to situations when you:

- Engage in social media activities during working hours;
- Use HTH equipment or resources while engaging in social media activities;
- Use your School e-mail address to make a post to a social media platform;
- Post in a manner that purports to represent the School;
- Interact with School students or parents/guardians of School students (regarding School-related business) on the Internet and on social media sites; and/or
- Create or use HTH-affiliated social media.

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, Instagram, Twitter, Pinterest, LinkedIn, Snapchat and YouTube, 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, PDAs, tablets, and other similar devices.

This policy is intended to supplement, not replace, HTH’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 undercut by this policy. You are required to comply with all HTH policies whenever your social media activities may involve or implicate HTH in any way, including, but not limited to, the policies contained in this Handbook.

9. Standards of Conduct

The following rules and guidelines apply when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information, photographs, 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.
- Do not post Confidential Information (as defined above in this Handbook) about HTH, its employees, or its students. Remember that most student information is protected by FERPA, including any and all information (including videos, photographs, and sound bites) that might identify the student.
- Refrain from using your HTH-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Never represent yourself as a spokesperson for HTH unless authorized to do so.
- Never be false or misleading with respect to your professional credentials.
- Be knowledgeable about and comply with HTH's background check procedures. Do not "research" job candidates on the Internet or social media websites without prior approval from your School Director.
- Be knowledgeable about and comply with HTH's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from your School Director.
- Do not post anything that is knowingly false or misleading about HTH, fellow employees, students, parents, suppliers, or other people working on behalf of HTH, if you know such information is false. When posting information about HTH, fellow employees, students, parents, suppliers, or other people working on behalf of HTH, please make every effort to verify the accuracy of your posts.

10. Creating and Using School-Affiliated Social Media

A "School-affiliated social media account" is one that is created for the purposes of conducting School business, interacting with School students under any circumstances, interacting with School parents or guardians for School-related matters, facilitating lesson plans and classroom teaching, holding oneself out to be a representative of the School, and/or other School-related and School-driven purposes. This does not include an employee's personal social media account created primarily for individual use and that simply references where the employee is employed and/or connects with other School employees.

Employees should communicate and connect with students regarding School-related matters on School-affiliated social media accounts (not personal ones). Employees should communicate and

connect with students' parents or guardians regarding School-related matters on School-affiliated social media accounts (not personal ones).

The School has final approval over all content and reserves the right to direct the employee 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.

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

11. Access

Employees are reminded that HTH'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 HTH records.

As a result, HTH may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. HTH may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with HTH 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.

12. Discipline

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

13. Retaliation Is Prohibited

HTH 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.

14. 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 your School Director or an HTH Officer.

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

○ **Smoking**

HTH is a smoke-free work environment. Accordingly, smoking of any sort (including vapes, juuls, and any and all forms of pod vaporizers and e-cigarettes) or the use of tobacco products of any kind is prohibited on school premises.

○ **Drug and Alcohol Abuse Policy**

HTH strives to provide a safe and productive work environment for its employees. HTH recognizes that inappropriate drug and alcohol use is highly detrimental to the workplace and counterproductive to the quality and efficiency of service that HTH desires to provide and the healthy culture HTH desires to foster. Accordingly, HTH has established a policy against the improper and/or unlawful use of alcohol and drugs at work.

For purposes of this policy, “drugs” includes, but is not limited to, substances that are prohibited by law (such as cocaine, opioids, etc.), controlled substances as identified in the Controlled Substances Act, marijuana, and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed), and any chemical substance that may inhibit or alter an employees’ judgment, behavior, or motor skills. “Drug paraphernalia” means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of drugs. “Under the influence” means that the employee is affected by alcohol and/or drugs in any detectable manner.

1. Prohibited Conduct

Pursuant to this policy, all employees must report for work fit to perform their job duties. HTH prohibits the following:

- Reporting to work or working, under the influence of, or while using drugs or alcohol (including consuming alcohol during working hours, while on field trips, or while traveling with students on school trips).
- Use, possession, distribution, sale, dispensation, purchase, or manufacture of any alcohol, drugs, or drug paraphernalia while: (a) reporting for work; (b) being on call; (c) on duty; (d) on HTH premises; (e) operating or occupying a vehicle owned or leased by HTH; or (f) in the course of being engaged in HTH’s activities or business.
- Being under the influence of alcohol or drugs while: (a) reporting for work; (b) on call; (c) on duty; (d) on HTH premises; (e) operating or occupying a vehicle owned or leased by HTH; or (f) in the course of being engaged in HTH’s activities or business.
- Storing alcohol, drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on HTH premises.
- Refusing to submit to an inspection or testing when requested by management.
- Failure to keep all prescribed medicine in its original container, which identifies the drug, date of prescription, and the prescribing doctor.

15. Searches

HTH may at times conduct unannounced searches of HTH property for alcohol, drugs, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with any other HTH-related policy. This includes desks, storage areas, and rooms normally used to store employees’ personal property. As a result, employees do not have an expectation of privacy in this regard.

Additionally, whenever HTH reasonably suspects that an employee has manufactured, sold, purchased, used, or possessed alcohol, drugs, drug paraphernalia, and/or unauthorized controlled substances on HTH premises, HTH may inspect the employee's personal effects (including parcels, purses, bags, and briefcases) or automobile on HTH property. As a result, employees do not have an expectation of privacy in this regard.

16. Testing

Employees may undergo drug/alcohol testing: (1) When an employee is involved in a work-related accident or unsafe practice where the safety of the employee and/or of others may be jeopardized; and/or, (2) Where two or more supervisors, employees, or medical personnel observe an employee acting in such a manner to raise a reasonable suspicion that the employee is under the influence of a drug or alcohol in the workplace and/or is acting in such manner that they may harm themselves or another employee. Such a test may be by intoxicator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons reasonably suspected of using, possessing, or being under the influence of a drug or alcohol.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal.

17. Violations

Compliance with this policy is a condition of employment at HTH. Failure or refusal of an employee to cooperate fully, sign any required document, or submit to any inspection or testing will result in discipline, up to and including termination. Violations of this policy may result in disciplinary action, possibly including termination of employment.

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.

HTH also may bring the matter to the attention of appropriate law enforcement authorities when appropriate.

○ **Standards of Conduct**

Except in cases where an employee can present sufficient evidence of mitigating circumstances as to be determined by HTH, the following conduct warrants immediate termination:

1. Falsification, alteration, destruction, or removal of HTH records, including, but not limited to, time records, parent/student records, personnel records, or other confidential records;
2. Unauthorized transmission or disclosure of confidential HTH records, documents, or information;
3. Violation of HTH's Drug and Alcohol Abuse Policy;
4. Bringing firearms or weapons of any type onto HTH premises;
5. Insubordination or disobedience to a supervisor;

6. Theft of property or funds; and
7. Lying or falsifying an employment application.
8. Violation of the HTH Child Abuse Policy

Other types of misconduct are also unacceptable in the workplace that they will result in disciplinary action unless, at the sole discretion of HTH, another decision is determined as a result of mitigating circumstances. Typically, disciplinary action in these circumstances will involve a written warning for the first offense and suspension and/or termination for subsequent offenses depending on the severity of the infraction and the totality of circumstances. The following is a list of infractions that will normally fall within this category:

1. Discourtesy to parents, students, vendors, or other parties who conduct business with HTH;
2. Unauthorized removal of property or funds;
3. Leaving HTH premises or work during working hours without your supervisor's permission;
4. Repeated tardiness or absenteeism and absences in violation of HTH policy, as permitted by applicable law;
5. Failure to observe safety rules or in any way willfully creating a hazard;
6. Repeated misuse or damaging of HTH equipment or property;
7. Fighting at any time;
8. Conducting personal business during working hours;
9. Unauthorized use of HTH resources for personal use; and
10. Disrespectful, threatening, or intimidating behavior.

Notwithstanding the above, nothing about this policy alters the at-will nature of your employment with HTH, which means HTH has the sole and absolute discretion to determine disciplinary action, up to and including termination, for any conduct at any time.

○ **Other Conduct Standards**

Violation of any HTH policy noted in this Handbook and/or any of the following standards may result in disciplinary action, up to and including immediate termination. This following is a list of prohibited conduct that is illustrative only; other types of conduct injurious to security, personal safety, student welfare, employee welfare, and the School's operations also may be prohibited. In general, the following are the types of actions that may result in discipline:

- Falsification of employment records, employment information, time records, or other School records. This includes making false statements or omitting material information in the application procedure for employment.
- Unreported absences, excessive absenteeism, repeated tardiness, failure to observe working schedules, including meal and rest periods (if applicable).
- Supplying false information in order to obtain a leave of absence or other benefits from the School.
- Using abusive, profane, threatening, indecent, or foul language and/or having inappropriate physical contact with students, parents, or other employees at any time on School premises.
- Committing a fraudulent act or a breach of trust under any circumstances.

- Failing to keep confidential information pertaining to parents, students, or vendors.
- Engaging in unlawful harassment, discrimination, or retaliation.
- Gambling on School premises.
- Violation of the Drug and Alcohol Abuse Policy, including, but not limited to, refusing to submit to a drug/alcohol test mandated by the School.
- Smoking or using tobacco products on School property.
- Theft, damage, or destruction of any School property or the property of any employee, student or visitor.
- Provoking a fight or fighting during working hours or on School property.
- Carrying firearms or any other dangerous weapons on School premises at any time.
- Violation of any conduct, safety, health, security, or other School policies, rules, or procedures.

This statement of prohibited conduct is not an exhaustive list, and it does not alter the School's policy of at-will employment. The School and you retain the right to terminate the employment relationship at any time, with or without reason or advance notice.

- **Outside Contacts of Interest**

1. State Teachers' Retirement System (STRS)

STRS

P. O. Box 15275

Sacramento, CA 95851-0275

For information on STRS, call 1-800-228-5453 or visit their website at calstrs.com.

A face-to-face interview with a STRS benefits counselor is possible through a regional office. The closest regional office is located at the San Diego County Office of Education. Call the number above if you wish to schedule a face-to-face interview at that location.

Leaving Employment? We recommend reading the “Refund of Contributions” information under the Members menu on the CalSTRS website, www.calstrs.com, before contacting STRS. This link answers many questions about what happens to your CalSTRS account and how you would go about rollover your account to another type of retirement investment.

18. Public Employees' Retirement System (PERS)

You can reach PERS by phone, at 888 CalPERS (or 888-225-7377), Monday through Friday, 8:00 a.m. to 5:00 p.m. (All CalPERS offices are closed on State and federal holidays.) The website address is www.calpers.ca.gov.

PERS has a regional office in San Diego where you can meet one to one with a retirement program specialist.

PERS has three publications on its website that we would recommend if you are considering changing employers: When You Change Retirement Systems, CalPERS Refund Tax Information, and Refund/Rollover Election Package.

19. Disability or Unemployment Claims

The Economic Development Department of California (EDD) provides three means to file a claim: on-line, by telephone, or by FAX. Directions for all three methods are available on the EDD website, at www.edd.ca.gov, under the “File for Unemployment Insurance” and “Disability Insurance Application” menu options.

EXHIBIT “A”

VACATION AND HOLIDAY POLICIES PERTAINING TO HOURLY, FULL-TIME CUSTODIAL AND MAINTENANCE STAFF MEMBERS ONLY

In recognition of the fact that HTH custodial and maintenance staff members are assigned a unique work calendar and schedules applicable to their department, HTH has created additional policies that specifically pertain to full-time, non-exempt custodial and maintenance staff members.

Purpose

The purpose of the time off benefits described in this policy is to minimize any loss of pay that our full-time maintenance and custodial staff (all classified as regular non-exempt employees) might experience through the course of a year. Compensation for absences is limited to use of the time off benefits described in this policy, unless otherwise prescribed by law. If no time off is available when an absence occurs, that time shall be unpaid. All other provisions of the Handbook apply to custodial and maintenance staff members.

○ **Vacation**

Regular full-time non-exempt custodial and maintenance employees accrue vacation pursuant to this policy. No other classifications of employees are eligible to accrue vacation.

Employees will earn vacation based on their full years of continuous service. Vacation may be used at the employee’s discretion with his/her/their Supervisor’s prior approval. Vacation balances will be listed on the employee’s pay stub and continue to accrue and carry forward so long as the new accrual will not cause the employee to exceed a balance of 160 hours. Once the employee’s vacation time reaches this maximum, further accrual of vacation time is suspended until the employee has reduced the vacation 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 an as-worked basis. Therefore, employees do not earn vacation on any leaves of absence.

<u>Vacation</u>	<u>Earned Accrual</u>
Year 0 (from hire date to first August 1)	3.34 hours per month worked
Year 1 (from August 1 forward)	3.34 hours per month worked
Year 3	6.67 hours per month worked
Year 5 and beyond	10 hours per month worked

Beginning year 3, an employee may use up to 40 hours of unearned vacation in advance by applying for the same using the Vacation Advance Agreement.

Vacation time may be taken in minimum increments of one hour. If a holiday occurs during your vacation period, you will receive holiday compensation for that day.

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, HTH 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.

Paid Holidays

Full-time custodial and maintenance staff qualify for holiday pay at the employee's straight time rate for the following holidays. Employees will receive time off with pay at their straight time rate on the HTH-observed holidays listed below. Holiday hours do not count as hours worked for purposes of calculating overtime. To qualify for holiday pay, the employee must be regularly scheduled for and work the workdays before and after the holiday, unless otherwise authorized by HTH:

New Year's Day	Independence Day Labor	Thanksgiving Day
Martin Luther King Day	Day Veteran's Day	Day after
President's Day		Thanksgiving
Memorial Day		Christmas Eve
		Christmas Day

If one or more of the holidays fall on a weekend, the holiday will be observed on either the preceding Friday or following Monday.

HTH reserves the right to change this policy at any time, with or without notice.

10. 2022-2023 EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND RECEIPT

11.

ALL EMPLOYEES MUST READ THIS EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO HUMAN RESOURCES WITHIN ONE WEEK OF RECEIPT.

I have received a copy of High Tech High's 2022-2023 Employee Handbook. I have carefully read and understand its contents and agree to follow the policies stated therein as a term and condition of my employment.

I agree that the School and I both have the right to terminate my employment at any time, with or without notice, and with or without cause or reason. I further understand that transfers, demotions, suspensions, employee discipline, and changes in the terms and conditions of employment may be administered at the sole and absolute discretion of the School. I understand that I am an at-will employee. I understand that these conditions of my employment may not be modified orally and may only be modified in a writing signed by the Chief Executive Officer of the School and me.

I understand that nothing in the Handbook is intended, nor should be construed, as a limitation of my right and the School's right to terminate the employment relationship at any time, with or without notice, and with or without cause, or the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion.

I understand that the School reserves the right to depart from and modify the policies stated in the Handbook at its sole discretion, with the exception of my at-will status and the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment. Other than my at-will employment agreement, the foregoing constitutes the entire terms of the agreement between me and the School regarding the duration and at-will nature of my employment.

I understand and agree that I am expected to comply with the policies and procedures contained herein and failure to do so may result in discipline, including up to termination. I understand and agree that I will contact my immediate supervisor if I have questions concerning the application of this Handbook.

Employee Name

Date

Employee Signature

12. EXHIBIT "C"

13. MEAL PERIOD WAIVER AGREEMENT

First Meal Period

I understand that:

- I am entitled to an uninterrupted, unpaid thirty-minute meal period whenever I work more than five hours in a workday;
- My first meal period must begin within five hours of starting work (i.e., 5 hours and 0 minutes on the clock);
- I may voluntarily waive my right to a thirty-minute meal period when my workday will be completed in six hours or less;
- I may revoke this agreement to waive my first thirty-minute meal period at any time, in writing, by providing written notice of revocation to the Business Office.

Acknowledging the above, I hereby **voluntarily** waive my right to a thirty-minute meal period whenever my workday will be completed in six hours or less.

Second Meal Period

I understand that:

- I am entitled to a second, uninterrupted, unpaid thirty-minute meal period whenever I work more than ten hours in a workday;
- My second meal period must begin within ten hours of starting work (i.e., 10 hours and 0 minutes on the clock);
- I may **voluntarily** waive my right to a second meal period when my workday will be completed in twelve hours or less and I did not waive my first meal period on the same workday;
- I may revoke this agreement to waive my second meal period at any time, in writing, by providing written notice of revocation to the Business Office.

Acknowledging the above, I hereby **voluntarily** waive my right to a second meal period whenever my workday will be completed in twelve hours or less and I did not waive my first meal period on the same workday.

Employee Name

Date

Employee Signature