



# 2024-2025

# EMPLOYEE HANDBOOK

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**APPENDIX B Internal Complaint Form**

## **SECTION 1 – OUR MISSION/VISION/CORE VALUES**

### **Our Mission**

The Academy of Alameda equitably develops students into critical thinkers and life-long learners who navigate the world with integrity, and who apply their learning to empower themselves and their communities.

### **Our Vision**

We envision a future where all our students are successful, and their destinies are not determined by their demographics.

### **Our Core Values**

- Continual Improvement
- Collective Responsibility
- Relationships
- Diversity
- Equity

## SECTION 2 – HANDBOOK INTRODUCTION

Welcome to The Academy of Alameda (“AoA” or “School”)! We are happy to have you join our AoA community. This handbook has been written to provide you with an overview of AoA, its personnel policies and procedures, and your benefits as an AoA employee.

This employee handbook:

- Summarizes AoA’s policies, as well as benefits and staff responsibilities.
- Applies to all full-time, part-time, and temporary employees.
- Should be used as a guide and may be revised or updated at the discretion of AoA as necessary.
- Supersedes any previously issued handbooks and or policy or benefit statements of memoranda that are inconsistent with the policies as described herein.

Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at AoA. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of AoA or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Employees are expected to read, understand and abide by the policies in this handbook.

Due to the fact that AoA is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. AoA also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of AoA, and it is intended for personal use and reference by employees of AoA. Circulation of this Handbook outside of AoA requires the prior written approval of the Executive Director or human resources.

Employees must sign an **Employee Handbook Acknowledgement at the end of this Handbook**, upon receipt and review of the Employee Handbook. This will provide the School with a record that each employee has received and understands this Handbook.

Employees who have questions or want more information, should consult with their supervisor or human resources who will be glad to assist.

## **SECTION 3 – CONDITIONS OF EMPLOYMENT**

### **Employment At-Will**

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

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

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

### **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in their professional capacity or within the scope of their employment whom the person knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident.

AoA will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee’s employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

### **Credential Requirements**

Credentialed employees, must provide copies of a current credential, transcripts, and test scores upon being hired. Failure to provide these documents may delay a credentialed employee’s ability to begin work.

Credentialed staff are also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewals, and for providing AoA with verification of renewals. Failure to provide these updated documents may result in suspension without pay until such time as necessary documentation has been provided.

If an employee allows a credential, certificate, registration, or required course deadline to expire, or if an employee fails recertification, training, or testing, AoA is required to remove the employee from the work schedule until requirements are met or the credential is renewed.

## **Criminal Background Checks**

As required by law, all individuals working or volunteering at the school will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony.

Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School.

Additionally, should an employee be arrested for, charged with, or convicted of any offense during their employment with the School, the employee must immediately report as much to human resources.

All fingerprint and background information must be completed and the results in the possession of AoA before the first day of employment. Failure to complete this process will delay the employee's ability to begin work.

The Academy of Alameda will cover the total cost of the background check including the fee charged by the company/operator that conducts the background process as long as the employee uses The Academy of Alameda's contracted service/s. If the employee chooses to use another service to conduct the criminal background check, they will have to pay that operator's fee (AoA will pay for the state and federal portion of the total cost).

For additional information on background checks, please contact human resources.

## **Tuberculosis Testing**

All employees of the School must submit written proof from a health care provider of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days.

The current health provider's assessment statement or Risk Assessment must be on file with human resources, on or before the first day of employment. Failure to provide documentation on time may result in delay of your ability to work at AoA.

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

TB clearance (using the "scratch test") is valid for four (4) years, and the risk assessment form is valid for one (1) year. It is the employee's responsibility to remain in compliance and ensure the school has a valid certification on file. Employees with an expired TB may be placed on paid administrative leave. You will only be permitted to return to work once you have submitted your new "Certificate of Completion". Failure to comply may result in the extension of your administrative leave or termination of employment.

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

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

## **First-Aid and CPR**

All AoA employees working unsupervised with children or in a classroom setting (i.e. teachers, instructional aides, administrators) must receive, renew, and maintain basic First-Aid and CPR certification by the first day of school for students. AoA will provide annual First-Aid and CPR training for employees. Any employee required to be first aid certified and hired after the beginning of the school year will be required to provide proof of completion of both First- Aid and CPR



training prior to the start of the following school year.

For additional information on the training required, please contact human resources.

### **Immigration Compliance**

AoA will comply with applicable immigration laws, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. , As a condition of employment, every individual must provide satisfactory evidence of their legal authority to work in the United States.

However, AoA will not check the employment authorization status of current employees, or applicants who were not offered positions with AoA, unless required to do so by law.

AoA shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, AoA shall not discriminate against any individual because the person holds or presents a driver's license issued per section 12801.9 of the Vehicle Code to persons who have not established their federally authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant. If a search of employee records is authorized by a valid subpoena or judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law.

## SECTION 4 – THE EMPLOYMENT PROCESS

### Employee Status and Classifications

Each AoA employee has a status of either “full-time” “part-time” or “temporary” and classified as either an “exempt” or “nonexempt” employee.

### Employee DOL (Department of Labor) Status

Some of the policies and benefits described in this handbook depend on whether the employee is full-time or part-time.

- Full-time employees are those employees regularly scheduled to work thirty (30) hours or more each week.
- Part-time employees are those regularly scheduled to work less than thirty (30) hours each week.
- Temporary employees are those employed for short-term assignments or in connection with a specific project or event.
- Temporary employees are not eligible for employee benefits, except those mandated by applicable law.

### Exempt Status

For purposes of salary administration, as well as eligibility for overtime payments and employee benefits, AoA classifies its employees under California state law and the Fair Labor Standards Act (“FLSA”) as defined below.

- Exempt employees: This category includes all regular employees who are determined by the School to be exempt from certain wage and hour provisions of state and federal laws. Exempt employees are paid a fixed salary that is intended to cover all the compensation to which they are entitled. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work or time off in lieu of additional compensation. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.
- Nonexempt employees: This category includes all regular employees who are covered by certain wage and hour provisions of state and federal laws. Nonexempt employees are entitled to overtime for hours worked beyond eight (8) hours in one workday or beyond forty (40) hours in one workweek, as well as meal and rest breaks as prescribed by law.

### Employee Classification

Every employee is designated as a “Certificated employee” or a “Classified employee” in accordance with their job positions. Some of the policies and benefits described in this handbook depends on how the employee is designated.

- Certificated employees: Certificated employees are those employees hired by AoA for the primary purpose of instructing students and supervising those who instruct students.
- Classified employees: Classified employees include those employees hired by AoA that do not primarily instruct students, maintenance, assistants, and other operational employees.

Employees will be notified in writing if any changes are made to their employee status and/or classification while employed at AoA. Any questions regarding employment status or classification should be directed to human resources.

### Work Schedule

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

AoA reserves the right to assign employees to jobs other than their usual assignment, when necessary, provided the employee is capable of performing the essential functions of the alternate assignment. Nonexempt employees are not allowed to perform work at home or away from the School unless specifically authorized for each occurrence by their supervisor. Nonexempt employees are not to work before or continue working after their scheduled hours unless

specifically assigned by their supervisor. Nonexempt employees are not allowed to work “off the clock.” Attendance at school-sponsored functions is not compensated unless the supervisor has required you to attend and work at the function and has approval from human resources to provide the additional compensation. Employees violating these rules may be subject to disciplinary action up to and including termination.

## Holidays

The AoA calendar reflects all holidays observed by AoA. The following holidays are generally observed by public entities, including public schools:

- New Year’s Day
- Martin Luther King Jr. Birthday
- President’s Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

AoA does not pay holidays and school breaks, such as days during AoA’s calendared breaks.

## Religious Holidays

Recognized religious holidays not observed by AoA may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by submitting a time off request in AoA’s HRIS. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. personal necessity, etc. as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day.

## Attendance and Tardiness

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

All employees are expected to request all time off in AoA’s HRIS.

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

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

## Timecards/Records (Nonexempt employees)

By law, AoA is obligated to keep accurate records of time worked by nonexempt employees. Nonexempt employees must accurately complete timecards within AoA’s HRIS on a daily basis.

Nonexempt employees must accurately report arrival, departure and unpaid mealtimes, and for absences like doctor or dentist appointments (if they have been approved) as this is the only way the payroll processor knows how many hours each employee has worked and how much each employee is owed. All employees are required to keep the office advised of their departures from and returns to the School premises during the workday.

Absences and overtime must be accurately identified on the timecard. All time reported will be rounded to the nearest five

(5) minutes. An employee cannot record time and/or submit a timecard for another employee. Each employee must approve and submit their own timecard. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School. Employees must record all time actually worked; working off the clock is prohibited.

Nonexempt employees are solely responsible for ensuring accurate information on their timecards and remembering to record time worked.

Any missing time or errors not corrected by the employee by the timecard submission deadline as indicated on the payroll calendar will be corrected and paid on the next payroll. The employee must contact the Principal to make the correction and such correction must be initialed by both the employee and the Principal.

Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with AoA.

### **Off the Clock Work**

AoA prohibits all nonexempt employees from working off the clock at any time. All time worked must be recorded on the employee's timecard. This includes the use of laptops, computers, PDAs or cellphones to check work email, voicemail or to send text messages after hours, or running School errands after logging out.

### **Meal and Rest Periods**

All nonexempt employees are provided with an opportunity to take meal and rest periods consistent with the law. During your meal periods and rest periods, you may not work at all. You are excused from all duties. In addition, please understand that you may not combine required meal and/or rest periods to take a longer break. Also, you may not miss a required meal or rest period to start work later or leave work earlier. In the rare event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to School policy, you must notify your direct supervisor in advance as soon as possible so that the proper measures may be taken. If you leave the premises for either a meal or rest break, you are doing so for strictly personal reasons and will not be covered by worker's compensation.

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

### **Meal Periods**

Nonexempt employees scheduled to work more than five (5) hours in a day are given a thirty (30) minute duty-free unpaid meal period. The meal period should be taken approximately in the middle of the day but by no later than the end of the fifth (5th) hour of work. The employee may waive this meal period if their workday will be completed within a total of six (6) hours or less. Employees who want to waive a meal period will need to submit a written meal waiver to human resources for approval.

If an employee's day exceeds ten hours of work time, the employee is entitled to an additional thirty (30) minute duty-free meal break. The employee only may waive this second meal period if they have taken the required first meal break of at least thirty (30) minutes and their workday will not exceed twelve (12) hours. Employees who want to waive a second meal period will need to submit a written meal waiver to human resources for approval.

Nonexempt employees must observe assigned working hours, the time allowed for meal periods, and report any missed meal period to their supervisor immediately. The meal period must be accurately recorded on the employee's timecard. Meal periods are unpaid time and employees are free to leave the premises. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday.

### **Rest Periods**

Nonexempt employees are authorized and permitted to take a ten (10) minute rest period for each four (4) hours of work or major portion thereof. Your supervisor may schedule your rest periods. Rest periods should be taken as close to the middle of a work period as possible and cannot be taken in conjunction with a meal period. Rest periods are paid work time; they cannot be waived by the employee to shorten the workday or used towards additional time off.

- 3.5 to 6 hours worked = One (1) 10-minute rest period
- Over 6 hours to 10 hours worked = Two (2) 10-minute rest periods
- Over 10 hours to 14 hours worked = Three (3) 10-minute rest periods

Nonexempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period to their supervisor immediately. Employees are encouraged to report any concerns regarding meal or rest periods to Human Resources.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods.

## SECTION 5 – THE WORKPLACE

### Employee Reviews and Evaluations

Each employee will receive periodic performance reviews conducted by their direct supervisor. Performance evaluations will be conducted at least once annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of AoA and depend upon many factors in addition to performance. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with their direct supervisor, and that they are aware of its contents.

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

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

### Equal Employment Opportunity

AoA is an equal opportunity employer. It is the policy of AoA to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including reproductive health decision making, pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including religious dress and grooming practices);
- Marital/ registered domestic partner status;
- Age (forty (40) and over);
- National origin, ancestry, or immigration status (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of

existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, AoA will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact their direct supervisor and human resources with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation the person needs to perform the job, or if unknown, what job duties the disability impairs. AoA will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. AoA will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, AoA will make the accommodation.

## **Technology Use and Privacy**

AoA will permit employees to use its email, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file of email or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. AoA retains a copy of all passwords; passwords unknown to AoA may not be used. System security features, including passwords and delete functions, do not neutralize AoA's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account.

## **Equipment Policy**

AoA attempts to provide all staff members with the equipment and supplies needed to do their job. Providing equipment is a great expense to the School. It is expected that everyone will protect and care for all equipment and supplies issued to them. Staff members are responsible for the cost of lost, stolen, or broken items issued to them including: keys, textbooks, teacher guides, laptops, and any other equipment that may be assigned to them or their classroom if the loss is due to willful misconduct or negligence.

## **Laptop Computers**

Each staff member assigned a laptop for professional use shall be required to sign an agreement and will be charged for any damages, loss or theft to the laptop caused by willful misconduct and/or negligence.

Although issued to an individual employee, all computing devices are considered the personal property of the primary organizational unit to which the receiving employee belongs and shall be returned upon termination of employment with the School, after reassignment of job duties or immediately upon request at any time by an official of the School.

Employees are expected to take all appropriate measures and precautions to prevent the loss, theft, damage and/or unauthorized use of such equipment. Such precautions shall include, but not be limited to the following:

- Keep the computing device in a locked and secured environment when not being used;
- Do not leave the computing device for prolonged periods of time in a vehicle, especially in extreme temperatures;
- Keep food and drinks away from all computing devices and work areas;
- Do not leave the computing device unattended at any time in an unsecured location (e.g., an unlocked empty

classroom or office); and

- Keep the computing device in sight at all times while in public places, such as public transportation, airports, restaurants, etc. Should an employee's computing device be lost or stolen, the employee must:
  - immediately report the incident to their immediate supervisor;
  - obtain an official police report documenting the theft or loss; and
  - provide a copy of the police report to their immediate supervisor or Executive Director.

If the employee fails to adhere to these procedures, the employee will be held legally and financially responsible to the School for the replacement of such equipment.

The School is under no legal, financial or other obligation to provide a replacement computing device to any employee whose device is lost, stolen or damaged.

The School may add security and other tracking technology to any and all computing devices issued by it and any and all such usage is subject to management review, monitoring and auditing by the School. Other audits may be performed on the usage and internal controls as deemed necessary.

Non-compliance with any policies or procedures regarding Employee Computers and Portable Computing Devices issued by the School will result in appropriate disciplinary action and/or reimbursement of any and all costs to the School.

### **Building Security/School Keys**

All employees who are issued keys to the office and classrooms are responsible for their safekeeping.

All employees will be assigned appropriate building keys needed to conduct their daily job responsibilities. Employees are responsible for all keys. Duplication of school keys is not allowed and strictly prohibited. It is against School policy to loan or distribute assigned keys to another employee or non-employee of the School. If an employee's school keys are lost, misplaced, destroyed, or stolen, they must report it immediately to their immediate supervisor.

The last employee, or a designated employee, who leaves the office and /or the School site at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all the appliances and lights are turned off with the exception of the lights normally left on for security purposes. Employees are not allowed on School property after hours without prior authorization.

### **Personal Business**

AoA's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area when using a School phone. Do not use School material, time, or equipment for personal projects.

### **Nepotism Policy**

AoA permits the employment of qualified relatives of employees, of the employee's household or immediate family as long as such employment does not, in the opinion of AoA, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of the employee's household. AoA will use sound judgment in the placement of related employees in accordance with the following guidelines:

- Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor-to-subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.
- Related employees may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.
- Employees who marry while employed, or become part of the same household are treated in accordance with



these guidelines. If in the opinion of AoA, a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time if possible.

The Executive Director must approve any exceptions to this policy.

### **Personal Appearance/Standards of Dress for employees**

The Academy of Alameda is a professional workplace. All employees should therefore maintain professional standards of dress by wearing clothing that will present an image consistent with their job responsibilities, and will not interfere with the learning process. Pursuant to Senate Bill 188, no employee will be required to change physical traits such as hair or skin to be deemed professional. Standards of professionalism pertain to an employee's clothing and accessories.

Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Executive Director.

### **Lactation Accommodation**

AoA accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

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

### **Personnel Files and Record Keeping Protocols**

At the time of employment, a personnel file is established for each employee and each employee will gain access to AoA's HRIS (Human Resources Information System). It is each employee's responsibility to keep all personnel information up to date in AoA's HRIS. Such changes include change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable AoA to contact an employee should the change affect their other records.

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

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

## SECTION 6 – EMPLOYEE WAGES

### Paydays

All AoA employees are paid semi-monthly. Paydays at AoA are the 15th and last day of each month. Human resources or their designee will distribute checks to those who do not have direct deposit. If a normally scheduled pay day falls on a weekend or holiday, paychecks will be distributed the preceding business day. If an employee observes any error in their check, it should be reported immediately to human resources. Employees can refer to the Payroll Calendar on the Staff Resource webpage at <http://aoaschools.org/staff-resources.html>.

A written, signed authorization is required for mail delivery or for delivery of your paycheck to any other person. If an employee has automatic deposit for their paycheck, the funds will be deposited to the financial institution requested by the employee at the end of business on the scheduled payday. While an automatic deposit may credit to an employee's account before the actual "payday," the School is not responsible for automatic payments or withdrawals dated prior to the actual payday and employees should not depend on early deposits of their pay.

### Wage Attachments and Garnishments

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

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the affected employee will receive notice from human resources as soon as possible.

### Payroll Withholdings

As required by law, AoA shall withhold Federal Income Tax, State Income Tax, Social Security/Medicare ("FICA") and State Disability Insurance ("SDI"), as well as eligible employees' contributions to the State Teachers' Retirement System ("STRS") from each employee's pay as follows:

1. **Federal Income Tax Withholding:** The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. **State Income Tax Withholding:** The same factors which apply to federal withholdings apply to state withholdings.
3. **Social Security (FICA):** The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by AoA. However, participation in STRS may impact the amount of wages withheld for FICA.
4. **State Disability Insurance (SDI):** This state fund is used to provide benefits to those out of work because of illness or disability.
5. **State Teachers' Retirement System (STRS):** All eligible certificated employees shall be enrolled in STRS, and AoA shall withhold the legally required percentage of the employee's wages representing the employee contribution to the retirement system.

In addition, AoA shall withhold the following deductions, dependent upon the employee's elected enrollment:

1. **457 Retirement Plan:** Employees who enroll in the optional 457 plan will have their elected contribution amounts withheld.
  - a. 457 plan contributions will only be deducted when an employee has a paycheck to deduct from. There will be no makeup contributions.
2. **Summer Holdback Reimbursement:** Salaried 11-month employees may elect to have a percentage of their monthly net pay from August through June withheld and reimbursed in July to allow the employee to receive a year-round paycheck.
3. **Employee Health Deductions:** Employees who elect health care plans that are more than the contribution threshold of AoA will have those amounts withheld every pay period. Missed deductions will be deducted from the following paycheck.
  - a. 11-month employees will have their health deductions deducted from their regular August through June

paychecks. July health deductions will be automatically applied to the employee's per paycheck deductions from August through June.

- Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School will provide the employee with a written notice which describes the wage overpayment and will afford the employee an opportunity to respond before commencing any recoupment action. If the employee disputes the wage overpayment, the School shall initiate a legal action to validate the overpayment before proceeding with recoupment. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period where it will go into effect.

Every deduction from an employee's paycheck is explained on the employee's paycheck stub. Employees can view their paycheck stubs in AoA's HRIS. If an employee does not understand the deductions, they should contact human resources.

## **Federal, State, and Social Security Taxes**

All Federal, State, and Social Security taxes will be automatically deducted from paychecks.

Federal Income Tax deductions are determined by the employee's W-4 form. State Income Tax deductions are determined by the employee's DE-4 form.

- W-4 and DE-4 forms are required to be completed upon hire, and it is the employee's responsibility to report any changes in filing status to human resources and to fill out a new W-4 form.
- Employees may change the number of withholding allowances claimed for Federal or State Income Tax purposes at any time by filling out and submitting a new W-4 or DE-4 form.
- Employees can complete new W-4 and DE-4 forms in AoA's HRIS.

## **W-2 Forms**

At the end of the calendar year (January to December), a "withholding statement" (W-2 Form) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 Form shows Social Security information, taxes withheld, and total wages.

## **Overtime Pay**

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. The number of overtime hours worked shall be calculated in the manner prescribed by law. AoA will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the direct supervisor. AoA provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees who are subject to overtime, all hours worked more than eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours more than forty (40) for the workweek or more than eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours more than twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

## **Remote Work Policy**

AoA considers remote work to be a viable, flexible work option when both the employee and the job function are suited to such an arrangement. Working remotely is not an entitlement, not a school benefit, and in no way changes the terms and conditions of employment with the School.

### **Criteria**

Remote work can be informal, such as working from home for the purposes of a training, conference, or short-term project. Remote work may also be a more formal set schedule working away from the School for a predetermined period of time. In either situation, either an employee or supervisor can request a remote work arrangement.

Any remote work arrangement made will be temporary and on a trial basis and may be discontinued at any time at the request of the employee or the supervisor. Temporary remote work arrangements may be approved for circumstances such as inclement weather or travel restrictions, special projects, or other unforeseen circumstances.

Flexibility of hours may be considered for employees working remotely with prior supervisor approval; however employees may not work overtime unless explicitly approved by a supervisor.

AoA values employee health and wellness. Therefore, a temporary remote work arrangement will not be granted in place of sick time when an employee is feeling unwell or needs to leave campus. Employees are encouraged to utilize sick time when needed and the School does not expect or promote employees working remotely when sick.

### **Eligibility and Procedure**

Before entering into any remote work agreement, the employee and supervisor, with the assistance of the human resources department as needed, will evaluate the suitability of the arrangement based on both the employee and job duties. Final approval of the arrangement will be made by the direct supervisor and the Executive Director when necessary. Employees approved to work remotely must be available by phone, email, or video conference to the same extent that they would be during an on-site workday.

Evaluation of employee's performance while working remotely will include regular interaction by phone, video conference and email between the employee and the supervisor. There may also be weekly meetings to discuss work progress and problems. The supervisor will evaluate the arrangement and make recommendations for continuance or modifications on a regular basis. Evaluation of employee performance while working remotely will be consistent with that received by employees working on-site in both content and frequency while focusing on work output and completion of objectives.

### **Equipment**

On a case-by-case basis, the School will determine, with information supplied by the employee and supervisor, the appropriate equipment needed for each remote work arrangement. Equipment supplied by School is to be used for School purposes only. Upon termination of the remote work agreement, all equipment supplied by the School will be returned.

### **Security**

An employee who is approved to work remotely shall recognize and respect confidential information acquired in the course of employment regarding individual student safety, health, education, and personal information of students and their families, as well as information acquired about personnel. Employees need to be cognizant of others in their remote workspace and consider confidentiality when talking with students, parents/guardians, and/or staff via telephone, email, and video conferencing.

### **Time Worked**

Employees working remotely, who are not exempt from the overtime requirements of the Fair Labor Standards Act, will be required to accurately record all hours worked using the School's time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the prior approval of the employee's supervisor. Failure to comply with this requirement may result in the immediate termination of the remote work agreement.

## SECTION 7 - BENEFITS

### Paid Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, AoA offers paid sick leave (“PSL”) to its employees. PSL may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use PSL to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) or a designated person (i.e., a person identified by the employee at the time the employee requests sick leave) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees are limited to one (1) designated person per twelve (12) month period. Employees may also take PSL to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking. PSL is not for “personal” absences.

### Eligible Employees

All employees (including part-time and temporary) who work for AoA more than thirty (30) days within a single calendar year from the commencement of employment in California are allotted PSL as set forth in this policy.

### Allotment, Accruals, and Carryover

#### Exempt Employees

- Full-time (1.0 FTE) employees will be frontloaded eight (8) hours of PSL for each scheduled work month. Employees will be allotted PSL annually as follows:
  - 10-month employees - Eighty (80) hours on August 1
  - 11-month employees - Eighty-eight (88) hours on August 1
  - 12-month employees - Ninety-six (96) hours on July 1
- Part-time exempt employees and mid-year hires will be allotted PSL at a prorated amount based on the accrual policies above.
  - If hired between the 1<sup>st</sup>-15<sup>th</sup> of the month the employee will be allotted eight (8) hours of PSL for each remaining month of their scheduled work year, including the current month.
  - If hired between the 16<sup>th</sup>-31<sup>st</sup> of the month the employee will be allotted eight (8) hours PSL for each remaining month of their scheduled work year, beginning on the following month.
  - In no instance will an employee receive less than forty (40) hours of PSL.
- Unused, accrued PSL shall carry over from year-to-year, up to a cap of one-hundred-twenty (120) hours. Once the employee’s PSL bank has reached the maximum, further PSL will not be accrued until the employee has reduced the PSL balance below the limit.

#### Nonexempt Employees

- Nonexempt employees will accrue one (1) hour of PSL for every twenty (20) hours worked beginning on their first day of employment.
  - PSL will be calculated based on the employee’s timecard.
- Annual maximum accruals for nonexempt employees will be based on the position’s work year:
  - 10-month employees - Eighty (80) hours
  - 11-month employees - Eighty-eight (88) hours
  - 12-month employees - Ninety-six (96) hours
- Unused, accrued PSL shall carry over from year-to-year, up to a cap of ninety-six (96) hours.
  - Once the employee’s PSL reaches the maximum, further accrual of PSL is suspended until the employee has reduced the PSL balance below this limit. In such a case, no PSL will be earned for the period in which the employee’s PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to this maximum accrual.

#### Temporary Employees

Accrual for temporary employees will be calculated based on actual hours worked. Employees will accrue one (1) hour of PSL for every twenty (20) hours worked beginning on their first day of employment.

### **Use of Paid Sick Leave**

Employees must submit all PSL time off requests in a timely manner per AoA's Attendance policy. Exempt employees may take PSL in minimum increments of one (1) hour. Nonexempt employees may take PSL in minimum increments of thirty (30) minutes.

Any employee who is absent longer than three (3) days due to illness may be required to provide medical evidence of their illness and/or medical certification of their fitness to return to work satisfactory to AoA. AoA will not tolerate abuse or misuse of sick leave. If AoA suspects abuse of sick leave, AoA may require a medical certification from an employee verifying the employee's absence.

Once an employee has exhausted sick leave, the employee may continue an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by AoA.

### **Termination**

Employees will not receive pay in lieu of accrued but unused PSL. Accrued but unused PSL will not be paid out upon termination.

### **Personal Necessity Leave**

AoA allows eligible employees to use a portion of PSL each school year as "personal necessity leave." Uses of personal necessity leave may include, but are not limited to, death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement leave), an accident involving the employee's person or property, or the person or property of an immediate family member, adoption of a child, the birth of a child making it necessary for an employee who is the parent of the child to be absent from their position during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot be conducted outside of the workday.

### **Eligible Employees**

All regular part-time and full-time employees are eligible to use a portion of PSL for personal necessity leave. Temporary employees may not use any portion of PSL as personal necessity leave.

### **Allotment**

Employees may use their PSL as personal necessity leave annually as follows:

#### ***Exempt Employees***

- 10 month employees – Up to twenty-four (24) hours
- 11 month employees – Up to thirty-two (32) hours
- 12 month employees – Up to forty (40) hours

#### ***Nonexempt Employees***

Forty-eight (48) hours will be frontloaded on August 1 of each year. Up to forty-eight (48) hours may be used annually for personal necessity leave. Unused, frontloaded personal necessity leave shall not roll over from year to year.

### **Use of Personal Necessity Leave**

When possible, employees wishing to utilize personal necessity leave must submit a time off request in AoA's HRIS (1) week in advance. Personal necessity leave must be requested with due consideration for "peak traffic periods" during the school year. Personal necessity leave must not be requested during critical times of the year as it relates to the employee's position (e.g. professional development days and testing for teachers and administrators). Personal necessity should not be used to extend a break or holiday weekend, any requests received for a date preceding or following a school break or holiday weekend will be denied. As personal necessity leave is part of sick leave, employees must be advised that personal necessity leave is not vacation, does not accrue year to year, does not carryover, and is not paid out upon separation from employment.

## **Insurance Benefits (Medical, Dental, Vision, and FSA)**

## Eligibility

Full-time employees regularly scheduled to work for AoA at least thirty (30) hours per week are entitled to insurance benefits offered by AoA. If an employee who is scheduled for full-time work does not fulfill their assigned work hours and work an average of thirty (30) hours per week per planned period, they may be reclassified as part-time and no longer qualify for health benefits.

Temporary employees are not eligible for health benefits coverage.

Employees whose employment agreement is amended from part-time to full-time employment and work an average of thirty (30) hours per plan period will become eligible for insurance benefits on the first day of the month following the effective date of the change.

## When Coverage Starts

Employees are eligible for coverage on the first day of the month following their hire date. Eligible employees must complete their enrollment within thirty (30) days of hire date. These forms serve as a request for coverage and authorize any payroll deductions necessary to pay for the employee's coverage.

Please see human resources for details about insurance benefits.

## 457 Retirement Plan

AoA offers all employees the opportunity to participate in a 457 Retirement Plan. This is a tax deferred savings and investment plan to which employees may make voluntary salary deferral. Employees who are not eligible to participate in the California State Teachers' Retirement System ("CalSTRS") Pension will receive a 100% employer match of all contributions, up to 10% of their gross earnings per paycheck.

\*Employees who are eligible to participate in CalSTRS are not eligible for the 10% employer match.

## COBRA Benefits

When coverage under AoA's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and AoA's previous contribution plus a possible administrative charge.

Medical coverage for an employee, their spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) -month period also may be extended an additional eighteen months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and their spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but their spouse has not yet reached age 65; or
- The employee's dependent child reaches an age which makes them ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

AoA will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an

employee becomes eligible for Medicare, divorced or legally separated, die, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying AoA within thirty (30) days of the event. AoA will then notify the employee or their dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or their spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- AoA stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee has been receiving extended coverage for up to twenty-nine (29) -months due to disability and there has been a final determination that the employee is no longer disabled.

### **Disability Insurance**

Each employee contributes to the State of California to provide disability insurance pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when an employee cannot work because of illness or injury not caused by employment at AoA or when an employee is entitled to temporary workers' compensation at a rate less than the daily disability benefit amount.

State Disability Insurance ("SDI") payments do not begin until the employee is absent from work for seven (7) calendar days. Sick leave can be used for the first seven (7) days before SDI payments begin. SDI benefits do not replace all of the employee's usual wages.

SDI pamphlets with specific rules and regulations governing disability are available from human resources.



## SECTION 8 – LEAVES

### Unpaid Leave of Absence

AoA recognizes that special situations may arise where an employee must leave their job temporarily. At its discretion, AoA may grant employees unpaid leaves of absence. Any unpaid leave of absence must be approved in advance by AoA.

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

During a Family and Medical Leave Act, California Family Rights Act Leave and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise benefits are terminated the month any other type of leave begins. No sick leave time is accrued during any time of unpaid leave of absence.

### Family Care and Medical Leave

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

### Employee Eligibility Criteria

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

### Events That May Entitle an Employee to FMLA/CFRA Leave

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of their job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by AoA's separate pregnancy disability policy).
  - a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
  - b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits them to the facility with the expectation that the person will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
  - c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
  - d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent, with a serious health condition. A qualifying family member may also include parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA

purposes. “Designated person” refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.

4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) -month period to provide said care. CFRA does not provide leave specific to caring for a service member.
5. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

### **Amount of FMLA/CFRA Leave Which May Be Taken**

1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
3. The “twelve-month period” in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, AoA’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days AoA’s activities have ceased do not count against the employee’s FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

### **Pay during FMLA/CFRA Leave**

1. An employee on FMLA/CFRA leave because of their own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, AoA and the employee may agree to have School- provided paid leave, such as sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
3. If an employee has exhausted their sick leave, leave taken under FMLA/CFRA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave. Sick pay will accrue during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

### **Health Benefits**

The provisions of AoA’s various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these

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

If an employee is required to pay premiums for any part of their group health coverage, AoA will provide the employee with advance written notice of the terms and conditions under which premium payments must be made. AoA may recover the health benefit costs paid on behalf of an employee during their FMLA/CFRA leave if:

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

### **Seniority**

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

### **Medical Certifications**

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

### **Procedures for Requesting and Scheduling FMLA/CFRA Leave**

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to human resources. An employee asking for a Request for Leave form will be given a copy of the School’s then-current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days’ notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, exempt if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt AoA’s operations.
4. If FMLA/CFRA leave is taken because of the employee’s own serious health condition or the serious health

condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that AoA will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the neo temporarily to an available alternative position for which the person is qualified, which has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.
7. AoA will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, AoA will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

### **Return to Work**

1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
2. When a request for FMLA/CFRA leave is granted to an employee, AoA will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of their own serious health condition, the employee must obtain a certification from their health care provider that the person is able to resume work.
4. If an employee can return to work with limitations, AoA will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from AoA.

### **Employment during Leave**

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

### **Pregnancy Disability Leave**

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

### **Employee Eligibility Criteria**

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

### **Events That May Entitle an Employee to Pregnancy Disability Leave**

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

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

### **Duration of Pregnancy Disability Leave**

Pregnancy disability leave may be taken in one or more periods, but not to exceed four (4) months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks). For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

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

### **Pay during Pregnancy Disability Leave**

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

### **Health Benefits**

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

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

### **Seniority**

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

### **Medical Certifications**

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

### **Requesting and Scheduling Pregnancy Disability Leave**

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to human resources. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt AoA's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which the person is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. AoA will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, AoA will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

### **Return to Work**

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, the employee must be reinstated to a comparable position unless one of the following is applicable:
  - a. The employer would not have offered a comparable position to the employee if the employee would have been continuously at work during the pregnancy disability leave.
  - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. AoA will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) –day period.
  - c. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.
2. When a request for pregnancy disability leave is granted to an employee, AoA will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with AoA policy, before an employee will be permitted to return from pregnancy disability leave of three (3) days or more, the employee must obtain a certification from the employee's healthcare provider that the employee is able to resume work.
4. If the employee can return to work with limitations, AoA will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from AoA.

### **Employment during Leave**

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

### **Workers' Compensation**

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

- Medical care;
- Cash benefits, tax-free to replace lost wages; and

- Vocational rehabilitation to help qualified injured employees return to suitable employment.

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

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

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

- If an employee is injured on the job, the person is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Executive Director or School Principal and to human resources. Failure by an employee to report a work-related injury by the end of their shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by their personal physician at their own expense, but the person is still required to go to AoA's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from AoA's approved medical facility before returning to work.
- Any time there is a job-related injury, AoA may request drug/alcohol testing along with any medical treatment provided to the employee.

## **Military and Military Spousal Leave of Absence**

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

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

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

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

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

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

### **Bereavement Leave**

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of bereavement leave due to the death of a covered family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or in-law).

Exempt employees are entitled to up to three (3) days of pay during bereavement leave. For all other employees, bereavement leave shall be unpaid unless an employee elects to use available accrued/unused paid leave. Bereavement leave must be utilized within three (3) months of the covered family member's date of death. Bereavement pay will not be used in computing overtime pay. Upon request, an employee may be required to provide documentation of the death of a covered family member.

### **Reproductive Loss Leave**

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

### **Jury Duty or Witness Leave**

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to human resources. Employees must report for work whenever the court schedule permits. AoA encourages employees to request postponements of their jury duty obligation to align with school breaks.

Nonexempt employees who are called for jury/witness duty will be provided time off without pay. Employees may elect to use any accrued personal necessity leave during jury/witness duty leave.

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

### **Voting Time Off**

AoA encourages its employees to fulfill their civic responsibilities by voting. If an employee is unable to vote in an election during non-working hours, AoA will grant the time off the employee needs in order to vote, up to two (2) hours of paid time off. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall submit a "Personal Necessity" time off request in AoA's HRIS at least two (2) days in advance.

### **School Appearance and Activities Leave**

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

The employee requesting school leave must submit a "Personal Necessity" time off request in AoA's HRIS with reasonable advance notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.



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

### **Victims of Abuse Leave**

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

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

To request leave under this policy, an employee should provide AoA with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide AoA one (1) of the following certifications upon returning back to work:

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

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

### **Bone Marrow and Organ Donor Leave**

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

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

An employee requesting Donor Leave must provide written verification to human resources that the person is a donor and that there is a medical necessity for the donation of an organ or bone marrow.

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

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. AoA may refuse to reinstate an employee if

the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

### **Recipient Eligibility**

An employee is only eligible to receive leave donations under this policy if they are a regular, full-time employee (30 or more hours per week) who has been in an active work status for AoA for at least 18 months (1.5 consecutive years). Legally protected leaves of absence pursuant to the Family Medical Leave Act ("FMLA"), Americans with Disabilities Act ("ADA"), Fair Employment and Housing Act ("FEHA"), Pregnancy Disability Leave ("PDL"), California Family Rights Act ("CFRA"), or similar federal, state, or local law shall not be considered a break in service for the purposes of determining whether the employee has been in an active work status for the requisite amount of time.

No employee may request to receive catastrophic leave more than one (1) time within a thirty-six (36) month period.

### **Donor Eligibility**

An employee is only eligible to donate leave under this policy if they are a regular, full-time employee (30 or more hours per week) who has been in an active work status for AoA for at least 18 months (1.5 consecutive years). Legally protected leaves of absence pursuant to the Family Medical Leave Act ("FMLA"), Americans with Disabilities Act ("ADA"), Fair Employment and Housing Act ("FEHA"), Pregnancy Disability Leave ("PDL"), California Family Rights Act ("CFRA"), or similar federal, state, or local law shall not be considered a break in service for the purposes of determining whether the employee has been in an active work status for the requisite amount of time.

Donating employees may contribute up to five (5) paid sick leave days per fiscal year to a paid time off bank for employees suffering a catastrophic illness or injury; however, each donating employee must retain at least five (5) paid sick leave days for their own account. Only accrued, unused paid sick time may be donated.

### **Process for Requesting Catastrophic Leave**

1. Catastrophic leave requests must be submitted in writing to human resources and include a medical certification of the catastrophic injury or illness.
2. Upon receiving the catastrophic leave request, human resources shall determine:
  - a. That the employee is unable to work due to the employee's catastrophic illness or injury; and
  - b. That the employee has exhausted all accrued paid leave credits.
3. When the above verification and determinations are made, human resources may approve the transfer of paid time off credits. There is no right to receive catastrophic leave. human resources may in their unreviewable discretion decline an employee's request for catastrophic leave benefits for any reason.
4. If the recipient employee's request is granted, human resources shall inform employees of how donations may be made in response to the employee's request. Eligible employees may donate accrued paid time off credits to the requesting employee at a minimum of eight (8) hours, prorated per donating employee, and in hour increments thereafter. All transfers of eligible leave credit shall be irrevocable.
5. Donating employees shall remain anonymous. AoA will not identify the donor publicly or to the recipient employee, but some employees may need to be made aware of the donation to process and administer the donation.
6. An employee who receives paid leave pursuant to this program shall use any leave credits that they continue to accrue on a monthly basis before receiving paid leave pursuant to this program. No employee shall receive more than forty (40) donated paid time off days.
7. If the employee is also receiving State Disability Insurance ("SDI") or Paid Family Leave ("PFL") benefits, which is paid on a weekly basis, the total amount of catastrophic leave pay the employee may receive on a weekly basis, when added to the amount of SDI or PFL benefits the employee is receiving, shall not exceed the employee's total weekly salary.

The employee who is a recipient of the donated leave credits shall use those credits in compliance with their approved application for catastrophic leave.

### **Returning from Leave of Absence**

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give human resources thirty (30) days' notice before returning from leave. Whenever AoA is notified of an employee's intent to return from a leave, AoA will attempt to place the employee in their former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult human resources.

## SECTION 9 – STANDARDS OF CONDUCT

### Rules of Conduct

The following conduct is prohibited and will not be tolerated by AoA. This list of prohibited conduct is illustrative only and applies to all employees of AoA; other types of conduct that threaten security, personal safety, employee welfare and AoA's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of AoA. If an employee is working under a contract with AoA which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's supervisor or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary waste of time or material, neglect of job duties or responsibilities.
3. Unauthorized soliciting, collecting contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
5. Fighting or instigating a fight on School premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on School premises.
8. Gambling on School premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and timecards.
10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record the clock card.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness excused or unexcused.
14. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's supervisor or failure to take or follow prescribed tests, procedures, or treatment.
20. Sleeping during work hours.
21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or AoA's interests or its efficient operations.
23. Refusal to speak to supervisors or other employees.
24. Dishonesty.
25. Failure to possess or maintain the credential/certificate required of the position.
26. Unprofessional conduct

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

### Off-Duty Conduct

While AoA does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with AoA legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect AoA or its own integrity, reputation, or credibility. Illegal or

immoral off-duty conduct by an employee that adversely affects AoA's legitimate business interests or the employee's ability to perform their work will not be tolerated.

While employed by AoA, employees are expected to devote their energies to their jobs with AoA. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on AoA's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to AoA explaining the details of the additional employment. If the additional employment is authorized, AoA assumes no responsibility for it. AoA shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

## Social Media

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, SnapChat, etc.) that discusses any aspect of their workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of AoA;
- Employees may not use AoA's logos, trademarks and/or copyrighted material and are not authorized to speak on AoA's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by AoA;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing AoA, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

AoA reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

## Professional Boundaries: Staff/Student Interaction Policy

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

### Corporal Punishment

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

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

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

- A. Examples of PERMITTED actions (NOT corporal punishment)
  - a. Stopping a student from fighting with another student;
  - b. Preventing a pupil from committing an act of vandalism;
  - c. Defending yourself from physical injury or assault by a student;

- d. Forcing a pupil to give up a weapon or dangerous object;
  - e. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
  - f. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
- B. Examples of PROHIBITED actions (corporal punishment)
- a. Hitting, shoving, pushing, or physically restraining a student as a means of control;
  - b. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
  - c. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain;
  - d. Taping or use of any other physical force as retaliation or correction for inappropriate behavior.

### **Staff-Student Interactions**

While the use of appropriate touching is part of daily life and is important for student development, teachers and other staff members must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that they not be touched, then that request must be honored without question.

### **Boundaries Defined**

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

### **Acceptable and Unacceptable Behaviors**

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

Although this policy gives specific, clear direction, it is each staff member’s obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, “Would I be engaged in this conduct if my family or colleagues were standing next to me?”

Some activities may seem innocent from a staff member’s point-of-view but could be perceived as flirtation or sexual insinuation from the perspective of students or parents. There is no single reasonable person standard. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to or may be perceived as inappropriate, or sexual misconduct, or “grooming.” Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Staff members must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. Violations could subject the teacher or staff member to discipline up to and including termination. *Disagreeing with the wording or intent of these established boundaries will be considered irrelevant for any required disciplinary purposes.* Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

### **Unacceptable Behaviors**

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

1. Giving gifts of a personal and intimate nature (including photographs) to a student; or items such as money, food, outings, electronics, etc. without the written pre-approval of the Principal. It is recommended that any such gifts be pre-approved by the Principal
2. Kissing of ANY kind
3. Massage [Note: Permitted in athletics only if provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 Plan.
4. Full frontal or rear hugs and lengthy embraces

5. Sitting students on one's lap (grades 3 and above)
6. Touching buttocks, thighs, chest or genital area
7. Wrestling with students or other staff member except in the context of a formal wrestling program
8. Tickling or piggyback rides
9. Any form of sexual contact
10. Any type of unnecessary physical contact with a student in a private situation
11. Intentionally being alone with a student away from school
12. Furnishing alcohol, tobacco products, or drugs - or failing to report knowledge of such
13. "Dating" or "going out with" a student
14. Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
15. Taking or requesting photographs or videos of students for personal use or posting online
16. Either partially or fully undressing in front of a student or asking a student to undress, with the intent to view/expose private body parts
17. Leaving campus alone with a student for lunch
18. Sharing a bed, mat, or sleeping bag with a student
19. Making, or participating in, sexually inappropriate comments
20. Sexual jokes, or jokes/comments with sexual overtones or double-entendres
21. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
22. Listening to or telling stories that are sexually oriented
23. Discussing your personal troubles or intimate issues with a student
24. Becoming too involved with a student so that a reasonable person may suspect inappropriate behavior
25. Giving students a ride to/from school or school activities without the express, advance written permission of the Principal and the student's parent or legal guardian
26. Being alone in a room with a student at school with the door closed and/or windows blocked from view
27. Allowing students at your home and/or in rooms within your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or designated school volunteer
28. Staff mirroring the immature behavior of minors
29. Sending emails, text messages, social media responses, making phone calls, or sending notes or letters to students if the content is not about school activities. Communication via private social media accounts is not acceptable.

**This policy does not prevent:** 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed in compliance with the School's Limitations on Restraint and Seclusion Policy. Only such force as necessary to defend oneself, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

### **Acceptable Behaviors**

1. Pats on the shoulder or back
2. Handshakes
3. "High-fives" and hand slapping
4. Touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
5. Holding hands while walking with small children or children with significant disabilities
6. Assisting with toileting of small or disabled children in view of another staff member
7. Touch required under an IEP or a 504 Plan
8. Reasonable restraint of a violent person to protect self, others, or property
9. Obtaining formal written pre-approval from the Principal to take students off school property for activities such as field trips or competitions, including parent's written permission and waiver form for any sponsored after-school activity whether on or off-campus
10. Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to School activities or classes (communication should be initiated via transparent [non-private] School-based technology and equipment)

11. Keeping the door wide open when alone with a student
12. Keeping reasonable and appropriate space between you and the student
13. Stopping and correcting students if they cross your own personal boundaries, including touching legs, or buttocks, frontal hugs, kissing, or caressing
14. Keeping parents informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
15. Keeping after-class discussions with a student professional and brief
16. Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
17. Involving your direct supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
18. Making detailed notes about an incident that in your best judgement could evolve into a more serious situation later
19. Recognizing the responsibility to stop "Unacceptable Behaviors" of students and/or co-workers
20. Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
21. Prioritizing professional behavior during all moments of student contact
22. *Asking yourself if any of your actions, which could be contrary to these provisions, are worth sacrificing your job and career*

### **Duty to Report Suspected Misconduct**

When any staff member, parent, or student becomes aware of a staff member (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a strong suspicion of "grooming behavior," they must immediately report the matter to human resources. "Grooming behavior" is an attempt to build an emotional and/or physical connection with a minor to gain their trust for the purpose of sexual abuse. "Suspicion" means something perceived in spite of inconclusive or slight evidence. It is based on facts that would lead a reasonable person to believe that a violation of the boundaries policy occurred. Prompt reporting of "unacceptable behaviors" observed in adult interactions with minors is essential to protect students, staff, any witnesses, and the school as a whole. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. When observant staff members call attention to a boundary violation(s), the likelihood of harm is greatly reduced. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

### **Consequences**

Staff members who have violated this policy will be subject to appropriate disciplinary action, and where appropriate, will be reported to law enforcement and other authorities for potential legal action.

### **Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation**

AoA is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. AoA's policy prohibits unlawful harassment, discrimination, and retaliation based upon race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locs and twists), color, gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including reproductive health decision making, pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics), taking a leave of absence authorized by law; genetic information, sexual orientation, military and veteran status, or any other consideration made unlawful by federal, state, or local laws.

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



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

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

### **Prohibited Unlawful Harassment**

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

### **Prohibited Unlawful Sexual Harassment**

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

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

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

### **Training Requirements**

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

### **Reporting**

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Executive Director or School Principal.

Employees can access the "Harassment/Discrimination/Retaliation Complaint Form" and "Internal Complaint Form" in Appendix A or B at the end of this Handbook or electronically in [HR/Payroll Staff Resources](#) or can request a printed form from human resources.

### **Sexual harassment may include, but is not limited to:**

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another’s body, or poking another’s body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person’s sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee’s job more difficult because of the employee’s sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work.
  - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
  - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

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

### **Internal Complaint Review Policy**

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Principal or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

Complaints that fall within the scope of Title IX will be investigated in accordance with the School’s Title IX policy and procedures.

### **Internal Complaints (Complaints by Employees against Employees)**

This section of the policy is for use when a School employee raises a complaint or concern about a coworker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, if an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Executive Director or designee:

1. The complainant will bring the matter to the attention of the Executive Director as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce their complaints to writing, indicating all known and relevant facts. The Executive Director or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Executive Director, the complainant may file their complaint in a signed writing to the President of the School’s Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third-party investigator on behalf of the Board. The President or investigator will report their findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, AoA values each

employee's ability to express concerns and the need for resolution without fear of adverse consequences to employment.

### **Policy for Complaints Against Employees**

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Principal or Board President (if the complaint concerns the Principal) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Principal (or designee) shall abide by the following process:

1. The Principal or designee shall use their best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Principal (or designee) finds that a complaint against an employee is valid, the Principal (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Principal (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Principal's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

### **General Requirements**

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if the complaint is about the Executive Director) or the Executive Director or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

### **Whistleblower Policy**

AoA requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within AoA. As representatives of AoA, 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 AoA has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of AoA to raise serious concerns about the occurrence of illegal or unethical actions within AoA before turning to outside parties for resolution.

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

### **Drug- and Alcohol-Free Workplace**

AoA is committed to providing a drug and alcohol-free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other AoA stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

### **Confidential Information**

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

### **Conflict of Interest**

All employees must avoid situations involving actual or potential conflict of interest.

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

### **Smoking**

AoA facility is a no smoking (including e-cigarettes, marijuana, and JUUL) facility.

## **SECTION 10 - SAFETY**

### **Health and Safety Policy**

AoA is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to follow safe and healthy work practices at all times. Employees are required to report immediately to the Executive Director or human resources any potential health or safety hazards, and all injuries or accidents.

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

### **Security Protocols**

AoA has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Executive Director or School Principal. Employee desks and offices should be secured at the end of the day. When an employee is called away from their work area for an extended length of time, valuable or personal articles should not be left around a workstation that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Executive Director or School Principal when keys are missing or if security access codes or passes have been breached.

### **Parked Vehicles**

Employees are responsible for their own parked vehicles and the personal possessions within while parked on AoA property. Vehicle break-ins are on the rise throughout California. Be cautious: keep personal possessions out of sight and lock your car. Insuring your vehicle and personal property against loss and damage is recommended for your protection.

### **Personal Automobile**

Employees who use their own automobiles for travel on authorized School business will be reimbursed for mileage at the rate established by the Internal Revenue Services. Employees must have prior supervisory approval for the use of personal vehicles and must carry, at their own expense, the minimum insurance coverage for property damage and public liability.

### **Personal Property**

AoA shall not be responsible and will assume no liability for any loss or damage to employee personal property resulting from theft, fire, or any other cause on AoA's premises, including the parking area, or away from School property while on School business. AoA employees are prohibited from using personal property for work-related purposes unless approved in advance by the AoA.

### **Occupational Safety**

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

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

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

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

### **Accident/Incident Reporting**

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

### **Reporting Fires and Emergencies**

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling the main office. In addition, all employees should know the local emergency numbers such as 911 and how to utilize the Share911 system.

## **SECTION 11 – TERMINATION OF EMPLOYMENT**

### **Voluntary Termination**

AoA will consider an employee to have voluntarily terminated their employment if the employee does any of the following: (1) elects to resign from AoA; (2) fails to return from an approved leave of absence on the date specified without notifying the school for the need for continued leave including failure to communicate with the School; or (3) fails to report for work without notice to AoA for three (3) consecutive workdays. AoA requests that employees provide at least two (2) weeks written notice of a voluntary termination. All AoA property must be returned immediately upon termination of employment. AoA retains the right to accept resignation immediately and pay the amount of compensation an employee earned through and including the final day of employment.

### **Involuntary Termination**

An employee may be terminated involuntarily for, among other reasons, poor performance, misconduct, or other violations of AoA's Rules of Conduct as set forth herein. Notwithstanding the foregoing, or anything else contained in this handbook, pursuant to its at-will policy, AoA reserves the right to terminate any employee at any time, with or without advance notice and with or without cause.

### **Exit Interviews**

All employees who leave employment at AoA will be asked to take part in an exit interview with human resources to communicate their challenges and growth while employed at AoA. Information shared during an exit interview will be treated as confidential.

## EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

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

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

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

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

Employee Name (print): \_\_\_\_\_

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

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



## **AMENDMENT TO EMPLOYEE HANDBOOK**

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

AoA reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

**APPENDIX A**

**HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

**APPENDIX B**

**INTERNAL COMPLAINT FORM**

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

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

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

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

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

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

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

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

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

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

To be completed by School:

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