



**HSHMC**

**inc.**

A California Distinguished School

**2023-2024**

**Employee Handbook**

## **Mission Statement - “Education is Our Business”**

HSHMC, Inc. is where people want to be to learn about health and healthcare as part of a world-class education. HSHMC, Inc. is a home away from home, an open door, a place of rigor and academia where students earn a diploma that matters. We do what it takes, we do no harm, we do the impossible, we do it like a family, and we LOVE what we do!

### Core Principles

#### Health & Healthcare:

- We learn and apply skills and knowledge through the lens of healthcare and health careers.
- We learn, practice, and promote the health of the community and its citizens.
- We learn and assume roles, responsibilities, and advances in promoting health. Home

#### Away from Home:

- Each student has access to personalized learning and is supported by qualified, caring educators, practitioners, and mentors.
- Each student learns in an intellectually challenging environment that is physically and emotionally safe.
- HSHMC, Inc. is a place where independence, responsibility, and accountability are fostered and respected.
- HSHMC, Inc. is a place where everyone and every identity belongs, has a role, contributes, feels safe, and is a respected member. As an academic community, we support and care for each other.

#### Diploma that Matters:

- Each student is challenged by a rigorous, well-balanced, standards-based curriculum.
- Each student is actively engaged in learning at school and within the broader community.
- Each student is prepared for success in college or further study and for employment in a fulfilling career.
- Graduates assume responsible and caring roles in their families and communities.
- Graduates will be known as people who take actions that positively impact their home, community, and world-at-large.
- Graduates will be sought by colleges, employers and community groups who recognize them for their knowledge, skills, and human compassion.
- HSHMC, Inc. is a place where learning goes beyond the walls of a classroom.

#### Respect for Self, Others and Environment:

- HSHMC, Inc. is a place where each individual is recognized and accepted for his/her/their uniqueness and beliefs.
- HSHMC, Inc. is a place where there is value in every voice, and everyone communicates honestly and respectfully.
- We seek to understand, respect, and celebrate the diversity around us.
- We affirm and respect all student identities, sexual orientations, genders (including those outside the gender binary), preferred names and student pronouns (she/her/hers, he/him/his, they/them/their).
- Staff and students may use restrooms and school facilities associated with their gender identity. All single stall restrooms in the school building will be marked as “All Gender Restrooms”.
- We recognize that gender impacts all students and understand the value of interrupting binary notions of gender and heteronormative culture.
- We understand, seek, and accept active roles as important members of our pluralistic community.
- Each student and employee is responsible for his/her/their words and actions.
- We all conduct ourselves and treat others with dignity and respect.
- We care about and for the environments in which we live, learn, recreate, and work.



## INTRODUCTION

This Handbook provides information about the personnel practices and procedures of HSHMC, Inc. We ask that you read and familiarize yourself with the policies in this Handbook. We encourage you to ask the school leaders any questions that you may have about your employment or this Handbook.

This Handbook is designed to familiarize you with HSHMC, Inc. general policy by highlighting its major policies, practices, and benefits. It is, however, not all-inclusive.

HSHMC reserves the right to change, suspend, revoke, terminate, or supersede provisions of this Handbook, or the policies and procedures on which they may be based, at any time without prior notice. However, no modification or change to this Handbook will modify the policy of at-will employment unless specifically set forth in a writing, signed by the Board of Directors and the affected employee. Any written changes to this Handbook will be distributed to all employees, so that they will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this Handbook. The Handbook replaces all other earlier handbooks and supersedes all prior policies, practices, and procedures.

Some employees of HSHMC may be covered by employment agreements. If terms contained in a specific employment agreement conflict with the policies and procedures contained in this Handbook, the employee shall adhere to his or her employment agreement.

HSHMC, Inc. reserves the right to make changes to this Handbook and to any employment policy, practice, work rule or benefit, at any time without prior notice.

The Handbook is property of HSHMC, Inc. Circulation of the Handbook outside HSHMC, Inc. requires the prior written approval by HSHMC, Inc. Enclosed is an Employee Acknowledgment form showing that you have received a copy of this Handbook for your personal use. Please complete and return the acknowledgment to the Director of Human Resources. Please do not hesitate to ask the school leaders about anything that is unclear to you.

## **I. HSHMC, INC. STANDARDS**

### **A. Equal Employment Opportunity Policy**

HSHMC, Inc. is an equal opportunity employer and makes employment decisions on the basis of merit and/or business necessity. HSHMC, Inc.'s policy prohibits unlawful discrimination based on race, religious creed (which includes religious dress and grooming practices), color, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender (including gender identity and gender expression), sexual orientation, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, immigration/citizenship status (which includes undocumented individuals and human trafficking), military/veteran status, marital status, registered domestic partner status, pregnancy, age, medical condition, genetic characteristics or information, disability or any other protected status in accordance with all applicable federal, state and local laws. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics. All discrimination based on these protected categories is unlawful and prohibited by HSHMC, Inc.

This policy extends to all aspects of HSHMC, Inc. employment practices, including but not limited to recruiting, hiring, terminating, promoting, transferring, training, compensation, benefits, leaves of absence and social and recreational programs and to all other terms and conditions of employment. HSHMC, Inc. policy also prohibits unlawful discrimination by any employee towards customers, vendors, contractors and persons working or visiting on HSHMC, Inc. premises.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, and to the extent required by the Americans With Disabilities Act, HSHMC, Inc. will make a reasonable accommodation 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 for HSHMC, Inc. would result.

Any applicant or employee who requires an accommodation in order to apply for the position or to perform the essential functions of the job should contact Director of Human Resources and request such an accommodation. The individual with the disability should specify what accommodation is required to perform the essential functions of the job.

HSHMC, Inc. will then engage in a timely, good faith interactive process with the applicant or employee to identify possible accommodations, if any, that will enable the applicant or employee to perform the essential functions of the job. If the accommodation is reasonable, will not create an undue hardship on HSHMC, Inc. or create a safety threat, HSHMC, Inc. will make the accommodation.

If an employee believes that he/she has been treated in a manner not in accordance with these policies, please follow the complaint procedure outlined below. HSHMC, Inc. takes all complaints of discrimination seriously. Employees are encouraged to utilize this procedure without fear of reprisal.

### **B. Policy Against Unlawful Harassment**

#### **General**

HSHMC, Inc. is committed to providing a work environment free of unlawful harassment. HSHMC, Inc. policy prohibits sexual harassment and harassment because of race, religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking) or any other basis protected by federal, state or local law. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

HSHMC, Inc.'s anti-harassment policy applies to all persons involved in the operation of HSHMC, Inc. and prohibits unlawful harassment by any employee of HSHMC, Inc. including co-workers, supervisors and

managers, officers and the school leaders, as well as HSHMC, Inc.'s clients, vendors, suppliers, independent contractors, and others doing business with HSHMC Inc. HSHMC will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees.

Examples of Harassment: Prohibited unlawful harassment because of protected basis includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments (including, but not limited to, threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status, or mockery of an accent or a language or its speakers);
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to obtain or to avoid loss of employment benefits; and
- Retaliation for having reported or threatened to report harassment.

Sexually harassing conduct can be by a person of either the same or the opposite sex. If you believe you have been subjected to unlawful harassment, please follow the complaint procedure outlined below. Employees must report conduct prohibited by this policy whether or not they are personally involved.

### **C. Protection Against Retaliation**

HSHMC, Inc. prohibits retaliation against any employee because of the employee's opposition to a practice or conduct the employee reasonably believes to be unlawful or because of the employee's lawfully protected participation in an investigation or proceeding or otherwise protected activity. Any retaliatory adverse action because of such opposition or participation may be unlawful and will not be tolerated.

If you believe you have been subjected to retaliation, please follow the complaint procedure outlined below.

### **D. Reporting Procedure – Discrimination, Unlawful Harassment, and Retaliation**

Employees must report all incidents believed to be unlawful discrimination, harassment, or retaliation, regardless of whether they are the alleged victim, a witness, a bystander, or otherwise.

If you believe that you have been subjected to any unlawful behavior, you should submit a complaint to your supervisor, the Director of Human Resources, or any other member of the management team as soon as possible after the incident. A member of the management who receives a complaint or who observes harassing conduct should immediately inform the Director of Human Resources, or School Leader as appropriate, so that an investigation may be initiated. Your complaint should include details of the incident or incidents, names of the individuals involved, and if applicable, names of any witnesses. HSHMC, Inc. will address all harassment complaints and promptly undertake a thorough, prompt and objective investigation of the harassment allegations through the use of qualified personnel and using methods that provide all parties with appropriate due process. HSHMC, Inc. will attempt to maintain confidentiality of the investigation to the extent possible; however, HSHMC, Inc. may determine that it is necessary to reveal information related to the claim in order to conduct a thorough and efficient investigation.

If HSHMC, Inc. determines that unlawful conduct or violation of applicable policies has occurred, effective remedial action will be taken in accordance with the circumstances involved.

Any employee that HSHMC, Inc. deems responsible for unlawful discrimination, harassment, or retaliation will be subject to appropriate disciplinary action, up to and including termination of employment. Appropriate action will also be taken to deter future conduct.

HSHMC, Inc. encourages all employees to report any incidents of harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. Notification of problem to the appropriate person(s) within HSHMC, Inc. is essential to our ability to address and resolve the situation. It is the employee's responsibility to bring concerns and/or problems to our attention so HSHMC, Inc. can take appropriate action.

HSHMC, Inc. will not retaliate against and will not tolerate retaliation against any person for filing a complaint, reporting, threatening to report, opposing or participating in an investigation regarding alleged harassment, discrimination, safety violations or any other allegedly unlawful conduct by HSHMC, Inc. or any of its employees, independent contractors, vendors or customers.

Employees who believe that they have been unlawfully discriminated against, harassed, or retaliated against may also file a complaint with the local office of the California Department of Fair Employment and Housing ("DFEH") or the Equal Employment Opportunity Commission ("EEOC"). The DFEH and the California Fair Employment and Housing Council ("FEHC") as well as the EEOC can also order an employer to hire, reinstate, or promote a victim of discrimination, harassment, and/or retaliation or make other changes in school policies. The address and phone number of the local DFEH and EEOC offices can be found in the government sections of your local telephone directory or online

#### **E. Employment At Will**

The Handbook is not a contract guaranteeing employment for any specific duration. Nothing in this Handbook creates, nor is intended to create, a promise or representation of continued employment for you. **Your employment with HSHMC, Inc. is at all times "at will,"** which means that either you or HSHMC, Inc. may terminate this relationship at any time, for any or no reason, without cause or notice.

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

#### **F. Open Door Policy**

We are always looking for ways to make HSHMC, Inc. a better place to work. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or any management representative with whom they feel comfortable. HSHMC, Inc. believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns as soon as possible after the events that cause the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although HSHMC, Inc. cannot guarantee that in each instance the employee will be satisfied with the result, HSHMC, Inc. will attempt in each instance to explain the result to the employee if the employee is not satisfied.

HSHMC, Inc. will attempt in each instance to keep all such concerns, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate.

HSHMC, Inc. believes an open-door policy is the best way to ensure effective communication among all employees. Open communication requires mutual respect among individuals regardless of their position and HSHMC, Inc. requires all employees to treat each other with respect.

## **G Personnel Information**

HSHMC, Inc. must always have a current address and telephone number for each employee, as well as information regarding the person to be contacted in case of an emergency. You are responsible for advising the Director of Human Resources and your supervisor of any changes to any of the following:

- Your name (whether by marriage or otherwise).
- Your home address and telephone number.
- Who to inform in case of an emergency, including names and home and work telephone numbers and addresses.
- Withholding tax information (your marital status and correct number of dependents).
- Completion of education.
- Change of beneficiary on group life insurance.

## **H. Personnel Files**

Personnel files are the property of HSHMC, Inc. and may not be removed from HSHMC, Inc. premises without written authorization from the Director of Human Resources. Employees have the right to inspect their personnel files at reasonable times and on reasonable notice. In addition, employees have the right to request copies of all employment-related documents that they have signed. An employee may inspect only his or her own personnel file and only in the presence of an Administrator.

You also have the right to inspect and copy certain HSHMC, Inc. payroll records regarding your compensation, and deductions from your compensation, upon reasonable request to HSHMC, Inc. Employees wishing to review or copy payroll records should notify the Director of Human Resources.

## **I. Job Duties**

An employee's job duties are subject to change at HSHMC, Inc. sole discretion. Employees may be required to perform duties additional to or different than those they regularly perform, and are expected to follow the instructions of their supervisor and be flexible to meet the changing business needs of HSHMC, Inc. Ask your supervisor or the Director of Human Resources if you have any questions.

## **J. Performance Reviews**

HSHMC, Inc. may provide a written performance evaluation of its employees for their development and performance. The purpose of the review is to evaluate the employee's current level of performance, to examine the progress made since the last review, and to establish goals for the employee's next review.

Such evaluations neither create, nor are intended to create, a promise or representation of continued employment or compensation level at HSHMC, Inc. Positive performance reviews will not necessarily result in wage increases. Rather, wage adjustments may be made at any time at the sole discretion of HSHMC, Inc. and depend on a number of factors, including performance, length of service, budget availability, and comparable salaries in other organizations.

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

## **K. Arbitration Agreement**

HSHMC, Inc. requires its employees, as a term and condition of their employment, to sign an arbitration agreement with HSHMC, Inc. The Arbitration Agreement will be presented with your employment contract. Please complete and return the Agreement to the Director of Human Resources.

## **L. Non-Disclosure/Confidentiality**

The protection of confidential, proprietary, and trade secret information is essential both for HSHMC, Inc. and its employees' future security. In the course of your work, you may have access to confidential and proprietary information regarding HSHMC, Inc., its affiliates, clients and perhaps even fellow employees. Confidential information includes, but is not limited to, all parent, guardian, and student information, parent/guardian and student lists, lesson plans, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Personal, private information about other employees and personnel matters are also confidential, if learned as a part of the employee's job performance.

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

To protect such information, you may not disclose any trade secrets, confidential, or proprietary information at work except as necessary to perform your duties. You may not under any circumstances reveal this information outside HSHMC, Inc. without prior approval by the CEO.

Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained. HSHMC, Inc. prohibits audio or video recordings in the workplace, during working hours, without authorization of HSHMC, Inc. due to privacy and confidentiality concerns and protections.

Although some written and electronic materials owned by HSHMC, Inc. may be considered to be public records, employees must refer any person seeking HSHMC, Inc. records or information to the Director of Human Resources for handling.

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

## **II. RECRUITMENT**

### **A. Criminal Background Check**

It is the policy of HSHMC, Inc. to require fingerprinting and background checks for its employees consistent with legal requirements.

Applicants for employment convicted of a criminal violation after they have applied should contact the Director of Human Resources within five days of the conviction. Individuals who have begun employment with HSHMC, Inc. must notify the Director of Human Resources within five days of the conviction. Failure to report a conviction is grounds for discipline up to and including termination of employment or non-selection of an applicant.

### **B. Certification**

HSHMC, Inc.'s teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in public schools would be required to hold by law. Teachers of non-core subjects may not be required to comply with this policy.

### **C. Tuberculosis Testing**

No person shall be employed by HSHMC, Inc. unless he or she provides proof of having submitted to a tuberculosis (TB) risk assessment within the past 60 days and that no risk factors have been identified. If TB risk

factors are identified, or as an alternative to the assessment, the applicant must submit proof that a qualified professional has determined he or she is free of infectious TB following testing and examination. The examination, if required, shall consist of an approved intra-dermal tuberculin test that, if positive, shall be followed by an X-ray of the lungs. Each employee shall cause to be on file with HSHMC, Inc. a certificate from a qualified professional showing the employee was assessed or examined and found free of risk factors or of infectious TB (as applicable). A person who transfers employment from another school can meet these requirements by providing a certificate from a qualified professional, or a verification from the prior school employer, that shows he or she was found to be free of infectious TB within 60 days of initial hire.

An employee who has no identified risk factors or who tests negative for TB shall undergo the TB risk assessment and, if risk factors are identified, the examination, at least once every four years or more often if recommended by the local health officer.

The risk assessment, and examination if necessary, is a condition of initial employment, and the expense incident thereto shall be borne by the applicant. HSHMC, Inc. shall reimburse current employees for the cost, if any, of the tuberculosis risk assessment and the examination.

#### **D. Vaccination Against Infectious Disease**

Vaccination from infectious diseases (such as COVID-19) will be required (with limited exceptions) upon hire. In addition, the Board of Directors may require additional "Booster" shots throughout employment at HSHMC.

#### **E. Immigration Compliance**

HSHMC, Inc. is committed to full compliance with federal and state immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that every individual provide satisfactory evidence of his or her identity and legal authority to work in the United States no later than three business days after he or she begins work. Accordingly, all new hires must go through this procedure.

#### **F. Volunteers**

Volunteers make an important contribution to the success of HSHMC, Inc.

The Director of Human Resources and/or the Principal shall, on a case-by-case basis, determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

To be considered a volunteer, an individual must offer their services freely and not be employed by HSHMC, Inc. doing the same or similar work. Similar work is defined as work closely related or identical to the work for which the individual is compensated. The Principal is responsible for the approval of volunteer assignments. Reoccurring volunteers must fill out a volunteer packet available from the Director of Human Resources, and may be subject to the live scan background check. Parents/guardians may volunteer for individual supervised events without the aforementioned volunteer packet.

#### **G. Orientation**

The Director of Human Resources is responsible for providing each new staff member with the necessary on-the-job orientation. Trainings such as Bloodborne Pathogens, Accommodations/Modifications, Child Abuse/Mandatory Reporting, Anti-Harassment, Suicide Prevention, School Safety, and Disaster Preparedness will be covered once each school year.

#### **H. End of Year Procedure**

Instructional and non-instructional staff will complete items on an end-of-year checklist. Examples of such procedures include turning in keys, preparing classrooms for summer cleaning, and finalizing student files. Checklists will be distributed during the fourth quarter of the school year.

### **III. HOURS and PAY**

#### **A. General**

HSHMC, Inc. rules and regulations regarding work hours, timekeeping and overtime compensation are summarized below.

## **B. Employment Categories**

Your employment classification determines whether or not you are “exempt” or “non-exempt” from certain federal and state wage and hour laws, as well as the employment benefits for which you are eligible.

You are either exempt or non-exempt, as follows:

**Exempt Employee:** Exempt Employees are not subject to the overtime pay requirements of the Fair Labor Standards Act or applicable California law.

**Non-Exempt Employee:** Non-exempt Employees are all employees other than Exempt Employees and are eligible for overtime pay.

In addition, you also belong to one of the following employment categories, which may determine whether or not you are entitled to certain employment benefits:

**Full-Time Employee:** You are designated as a Full-Time Employee if you are regularly scheduled to work at least thirty-two (32) hours per week for a period of indefinite duration. All full-time employees shall be eligible to receive all HSHMC, Inc. sponsored benefits, which may change from time to time.

**Part-Time Employee:** You are designated a Part-Time Employee if you are regularly scheduled to work less than thirty-two (32) hours per week for a period of indefinite duration. Part-time employees are generally not eligible for any employer-sponsored benefits, unless they regularly work more than forty (40) hours per week, or where mandated by law.

**Temporary Employee:** You are designated a Temporary Employee when you are hired to work for a limited period of time. Temporary employees do not become regular employees as a result of the passage of time. Temporary employees are generally not eligible for any employer-sponsored benefits, except where mandated by applicable law.

## **C. Work Hours**

HSHMC, Inc.’s standard seven-day workweek begins at 12:01 a.m. Monday and ends at 12:00 a.m. (midnight) the following Sunday. The standard workday is from 12:01 a.m. to 12:00 a.m. (midnight) the following day. Your supervisor will tell you what hours you will be expected to be at work for your specific work schedule. Depending on the needs of HSHMC, Inc., HSHMC, Inc. may require that you work overtime or hours other than those normally scheduled when necessary.

## **D. Time Records/Cards**

All employees are required to submit time records by the date set by their immediate supervisors in order to ensure that they are paid for all hours worked.

For payroll purposes, all non-exempt employees are required to record time worked on a time card, as well as time off taken for sick and other types of leave. An employee must record his or her own start time and at the end of each work period, including before and after the lunch break. Employees must also record time whenever he or she leaves the premises for any other reason than HSHMC, Inc. business. Exempt employees may also be expected to record their total time worked and report absences from work due to personal needs or illness.

By your signature on your time record, you are affirming that all work periods and meal periods indicated on your time record are correct and that you have been given the opportunity and were expected to take your paid rest breaks. HSHMC, Inc.’s policy requires prompt and accurate correction of any improper payroll deduction or other error in an employee’s paycheck. Should you discover an error on your time record or paycheck, you are expected to immediately report this situation in writing to the Director of Human Resources or to your supervisor so that it may be promptly corrected. Your supervisor or payroll must initial all corrections.

Filling out another employee's time record, allowing another employee to fill out your time record, or altering a time record, is considered a falsification of school documents and is grounds for disciplinary action, up to and including termination. In addition, employees are prohibited from doing any of the following:

- Recording hours worked inaccurately.
- Working "off the clock."
- Failing to record all hours worked.
- Falsification of any time record.
- Leaving school during the day without signing out and in.

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

#### **E. Meal and Rest Periods**

State law and HSHMC, Inc. policy provide for meal and rest periods. HSHMC, Inc. encourages you take every meal and rest period to which you are entitled. By your signature on your time record, you are affirming that all work periods and meal periods indicated on your time record are correct and that you have been given the opportunity to take your paid rest breaks. Should you discover an error on your time record, or if you were not scheduled for or prevented from taking any meal period or rest break to which you were entitled, you are expected to immediately report this situation in writing to payroll or to your supervisor so that it may be promptly addressed.

##### **Meal Periods**

HSHMC, Inc. provides a one-half (½) hour meal break for its non-exempt employees who work five (5) or more hours in a day.

Non-exempt employees who work this amount of time are permitted to take at least a one-half (½) hour lunch break, unless the work period is no more than six (6) hours and the meal period is waived in writing by mutual agreement.

Non-exempt employees working in excess of ten (10) hours in a day will be permitted to take a second one-half (½) hour unpaid meal period, unless waived in writing by mutual agreement. Non-exempt employees working in excess of 12 hours are not permitted to waive the second meal period.

You must commence the meal period before you complete your fifth hour of work. Thus, if you begin working at 8:30 a.m., for example, you must take your meal period prior to 1:30 p.m. A second meal period of not less than 30 minutes is also required whenever a non-exempt employee works more than 10 hours in a workday.

##### **Rest Periods**

In addition, non-exempt employees are provided a ten (10) minute rest break for more than every four (4) hours worked or major fraction thereof. For example, if a non-exempt employee works for six (6) hours, the employee is authorized and permitted to take two (2) separate ten (10) minute rest periods in addition to their meal period. HSHMC, Inc. will generally not authorize a rest period for an employee whose daily work time is less than two hours.

Insofar as practicable, rest periods should be taken in the middle of each work period. Rest periods may not be accumulated, added to lunch breaks, or used to leave work early. Employees are relieved of all duty during their rest periods.

Rest periods are counted as hours worked and, thus, employees are not required to record their rest periods on their time cards.

#### **F. Lactation Breaks**

Employees may use their meal and/or rest periods for the purpose of expressing breast milk. If required, a reasonable amount of additional time will be provided. Such additional time will be unpaid.

HSHMC, Inc. will also make a reasonable effort to provide the employee with the use of a room, or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify their immediate supervisor or to the Director of Human Resources if they are requesting additional time to express breast milk under this policy.

### **G. Overtime**

When operating requirements or other needs cannot be met during regular working hours, employees may be asked to work overtime. Employees will be required to work overtime when requested. When possible, advance notification of these assignments will be provided.

Overtime compensation is paid to all non-exempt employees in accordance with federal and state wage and hour laws. All non-exempt employees who work more than eight (8) hours in one workday or more than forty (40) hours in one workweek will receive overtime pay computed at a rate of one and one-half (1 ½) times the employee's regular rate of pay. Overtime will be paid to non-exempt employees at a rate of double the employee's regular rate of pay for all hours worked in excess of 12 hours in one workday. HSHMC, Inc. does not permit employees to take time off in lieu of receiving overtime pay.

You must receive prior written authorization from your direct supervisor before working overtime. Overtime worked without prior authorization may result in disciplinary action, up to and including possible termination of employment.

### **H. Payroll**

HSHMC, Inc. offers convenient electronic transfer and employees are strongly encouraged to use this option. If an employee elects the electronic transfer option, it will remain in effect until you notify HSHMC, Inc. in writing to terminate your authorization or replace it with a substitute authorization and HSHMC, Inc. and the designated bank(s) have sufficient time to act on it. Otherwise, checks and itemized wage statements will be mailed to the employee's current address on record, or picked up upon employee's request. It is the responsibility of the employee to inform their supervisor or the Director of Human Resources of any change to their address.

If your paycheck or itemized wage statement has an error, contact your supervisor or the Director of Human Resources immediately to discuss and correct it. It is your responsibility to report any inaccuracy on your paycheck or wage statement. HSHMC, Inc. will endeavor to correct all errors as soon as reasonably possible.

Lost checks should be reported to the Director of Human Resources immediately.

### **I. Expense Reimbursement**

Expenses incurred in connection with HSHMC, Inc. business will be reimbursed as set forth herein. Claims for reimbursement must be submitted on the Expense Reimbursement form, which is available from your supervisor. Expenses must be claimed within 90 days of the occurrence or they will not be reimbursed. When the expense involves travel, specific requirements include: airfare exceeding \$500 must be approved in advance, hotels exceeding \$200 per night must be approved in advance, and reservations must be made at least 21 days in advance of travel or an exception must be approved.

Expense reports must (1) be prepared monthly, (2) contain the reimbursable expenses incurred during the prior 30-day period along with supporting documentation (e.g. receipts for meals, mileage reports, etc.), (3) be signed by the employee, (4) be submitted to your supervisor on the first day of the month, and (5) be approved by your supervisor.

Compensation for travel to professional development outside of contracted hours will be provided as a set stipend. For conferences or other professional development activities that occur on the weekend, staff will be compensated a flat rate of \$300 per day while participating in the event (this excludes travel days). If travel needs to occur on a non-contracted day, staff will receive a travel stipend of \$100. All trainings and conferences need to be pre- approved and documented in Frontline at the time of approval.

There are times where staff will be traveling with students for overnight events outside of their normal school duties. For these situations, staff will receive an additional stipend as follows:

- 0-5 students per staff= additional \$100 per day
- 6-25 students per staff= additional \$150 per day

All administrators and managers are exempt from the above stipends as travel is built into annual contracts.

**J. Tuition Reimbursement**

Policy: To provide employees with professional development opportunities to increase the effectiveness of their present positions and to obtain skills, knowledge and abilities this may improve their opportunities for advancement within HSHMC.

Purpose: Professional development and continuous learning are necessary to maintain the quality of the HSHMC staff and their ability to contribute effectively to the mission and goals of HSHMC, Inc..

Scope: All employees with regular full-time status are covered by the scope of this policy and its guidelines.

Background: The continued learning and development of an employee is vital to the success of HSHMC, Inc..

Providing professional development opportunities to the HSHMC employees is an investment in our employees' career and HSHMC, Inc.'s future.

Eligibility: Eligibility will be determined by the members of the Administrative team at HSHMC and must meet the below criterion:

- a) Eligible professional development can be obtained through baccalaureate and graduate level courses that must be taken for academic credit through accredited colleges and universities. Courses leading to certification must be taken a school or through an organization that is authorized by the certifying authority to provide such educational programs.
- b) Sample eligible programs: The following table categorizes the five types of programs covered under the Tuition Reimbursement policy and includes sample recommended job-related certifications and programs.

Levels	Programs and Certifications	Approved cost
Level 1	<ul style="list-style-type: none"> <li>• Athletic Coach Certification</li> <li>• Sport License/Certification</li> </ul>	All Employee Documents and expenses (eg. Course costs, certification tests)
Level 2	<ul style="list-style-type: none"> <li>• State approved teacher credentialing programs</li> <li>• State approved subject matter preparation programs</li> <li>• BTSA Induction Program</li> <li>• CTE Credential program</li> <li>• CLAD Certification</li> <li>• National Board Certification</li> <li>• Undergrad/Grad academic courses not leading to a degree program</li> <li>• Testing/programs to support a credential in a new subject</li> <li>• Other programs as determined</li> </ul>	<p>Included, but not limited to: Tuition, books, and additional professional development required within program.</p> <p>Excluded: Program application, mileage to/from regular courses, meal costs, fingerprinting, CTC applications, exams/assessments</p>
Level 3	<ul style="list-style-type: none"> <li>• Administrative Services Credential</li> <li>• College counseling certification/license</li> <li>• Behavioral intervention specialist certification</li> <li>• Project manager certification</li> <li>• IT certification</li> </ul>	<p>Included, but not limited to: Tuition, books, and additional professional development required within program.</p> <p>Excluded: Program application, mileage to/from regular courses, meal costs, fingerprinting, CTC applications, exams/assessments</p>

	<ul style="list-style-type: none"> <li>• Other programs as determined</li> </ul>	
Level 4	<ul style="list-style-type: none"> <li>• Job related Master's Degree</li> </ul>	<p>Included, but not limited to: Tuition, books, and additional professional development required within program.</p> <p>Excluded: Program application, mileage to/from regular courses, meal costs, fingerprinting, CTC applications, exams/assessments</p>

Level 5	<ul style="list-style-type: none"> <li>• Job related Doctoral Degree</li> </ul>	<p>Included, but not limited to: Tuition, books, and additional professional development required within program.</p> <p>Excluded: Program application, mileage to/from regular courses, meal costs, fingerprinting, CTC applications, exams/assessments</p>
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Undergraduate and graduate level academic courses taken as a part of a career development program in Level 1 and 2 should provide an employee with skills, knowledge and development plans. For undergraduate, graduate, university extension, university continuing education, and audited courses, tuition, and eligible fees may be approved for full amount of reimbursement per fiscal year.

Programs leading to professional certification, eg., certifications in Level-2 and -3, must be in a specific job- related field of professional discipline, and should provide the participating employee with skills, knowledge and competencies applicable to their current position. For participation in such programs, employees may be approved for reimbursement of tuition and eligible fees up to the maximum established upon approval.

Job-related graduate level academic programs in Level 4 and 5, up to and including those leading to a doctoral degree, must provide an employee with skills, knowledge, and competencies that are specifically applicable to their current/future position classification and enhance their performance in that job. For participation in such graduate level courses at an accredited university, tuition and eligible fee may be approved for reimbursement up to a maximum established upon approval for a Master’s Program and Doctoral Program, per year.

*Tuition Reimbursement*

For courses that are taken for credit as part of a degree program, tuition and eligible fees are reimbursed only for academic year(s) upon approved under application. For courses leading to professional certifications, course registration costs will be reimbursed only after that participating employee submits evidence of enrollment, unofficial transcript, and receipt from HSHMC, Inc.

Employees are not eligible for reimbursement for exam fees and credentialing applications.

*Requesting Funds*

Applications from employees who wish to utilize tuition reimbursement funds will be accepted during current and following academic calendar year. To apply for tuition reimbursement, an employee should complete the following documents and submit to the Director of Human Resources;

- 1) Reimbursement of Tuition Application
- 2) Copy of receipt/expenditure for tuition
- 3) Copy of verification of enrollment

Failure to provide documentation can result in discontinuation of future tuition and/or disapproval of reimbursement.

**J. School Bus Drivers**

Each driver must meet and maintain requirements set forth by the State of California and HSHMC, Inc. These requirements include, but are not limited to: passing pre-employment drug testing and random drug and alcohol testing thereafter, fingerprint clearance by DOJ and CHP, school bus certificate issued by DMV, and a class A or B license with a Passenger Endorsement issued by DMV.

**K. CIF Athletics Coaching Stipend**

Each CIF athletic team will receive a coaching stipend. The Athletic Director will divide the stipend among the coach or coaches as deemed appropriate. Please see coaching contract for more information.

#### **IV. BENEFITS AND SERVICES**

##### **A. Holiday Schedule**

HSHMC, Inc. observes thirteen holidays which are unpaid and not part of the employee contract.  
(See school calendar for holidays)

##### **B. Sick Time**

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

##### **Eligible Employees**

All employees (including part-time and temporary) who work for HSHMC, Inc. more than 30 days within a year in California are eligible to accrue PSL beginning on the first day of employment under the accrual rate and cap set forth in this policy.

##### **Permitted Use**

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

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

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

##### **Accrual Rate, Maximum, and Carryover**

- **Full time employees** accrue 8 hours of PSL for every 160 hours worked
- **Part time employees** accrue 1 hour of PSL for every 30 hours worked.

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

##### **Limits on Use**

Each school year, employees may only use a maximum of 40 hours of their previously accrued PSL, in addition to their PSL for the current year.

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

### **Notification**

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

### **Termination**

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

### **No Discrimination or Retaliation**

HSHMC, Inc. prohibits discrimination or retaliation against employees for using their PSL.

#### **C. Health Care Coverage**

HSHMC, Inc. offers a competitive benefits package to all eligible employees. Benefit package includes: health, dental, vision, employee assistant program, life insurance, long term disability, and retirement plan (optional).

HSHMC, Inc.'s Employee Assistance Program (EAP) provides evaluation and crisis intervention for employees, their eligible dependents, and anyone who resides in the employee's household. Confidential services provided by licensed professional counselors include brief counseling for issues such as substance abuse, relationship issues, budgeting and financing problems, stress management, parenting concerns, legal issues, will preparation, and web access to legal information and documents.

All full-time employees are eligible to receive the benefit package. The benefit package is effective the first day of the month following the employment start date.

Employees are covered at 100% of the premium costs. Eligible spouses, domestic partners, and dependents of the employee are covered at 75% of the premium costs.

The relevant plan documents ultimately govern all aspects of the employee's eligibility for and participation in the plan.

#### **D. COBRA Continuation**

If your employment terminates, or for some other reason you or your dependent becomes ineligible for paid coverage, you may be eligible to continue group health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). If eligible, you can extend coverage for a specified amount of time by paying the premiums yourself, if no other health insurance is available to you. Contact the Director of Human Resources regarding eligibility requirements and further information concerning COBRA continuation coverage.

HSHMC, Inc. will provide you and your qualified beneficiaries with notice of your rights under COBRA upon a COBRA qualifying event and as otherwise required by law.

#### **E. California State Disability Insurance**

Under the California Unemployment Insurance Code, State Disability Insurance ("SDI") benefits are payable when you are disabled from work because of non-occupational illness or injury. If you are eligible for SDI, you must complete a claim form, which you can get from your doctor's office. You pay for this insurance through payroll deductions. This program is administered by the State of California's Employment Development Department ("EDD").

#### **F. Family Temporary Disability Insurance Act (California Employees)**

Under California law, eligible employees may participate in the Paid Family Leave (“PFL”) program, which is part of the state’s unemployment compensation disability insurance program. The PFL program provides up to eight weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill child, spouse, parent, registered domestic partner, siblings, grandparents, grandchildren, or parents-in-law or to bond with a new child. The PFL program does not provide job protection or reinstatement rights.

The program will be administered in a manner consistent with California law. For more information regarding this program, you may contact the EDD.

#### **G. Workers’ Compensation Insurance / Injury Reporting Procedure**

If you are injured on the job or become ill as a result of work, you may be eligible to receive Workers’ Compensation insurance benefits. This insurance provides medical, surgical, and hospital treatment in addition to payment for loss of earnings that result from work-related injuries.

The cost of this insurance is paid completely by HSHMC, Inc.

All employees are required to report any work-related injury or illness, no matter how small, to their immediate supervisor as soon as practically possible but not longer than eight (8) hours after the occurrence of the injury or illness. The supervisor will supply, and the employee shall help the supervisor complete, OSHA Form 301, “Injury and Illness Incident Report.” In addition, the supervisor will supply and the employee shall complete the employee portion of “Employee’s Claim for Workers’ Compensation Benefits.”

If you have any questions regarding the workers’ compensation insurance program, contact the Director of Human Resources.

#### **H. Unemployment Compensation (California Employees)**

As an employee in the state of California, you are covered by the Unemployment Compensation Insurance Program. The EDD decides your eligibility. If you have questions about unemployment insurance, you should call the nearest EDD office.

#### **I. Social Security and CalSTRS**

Under federal law, employees who don’t pay into CalSTRS are covered by Social Security. HSHMC, Inc. deducts your share of the Social Security tax (FICA) from your paycheck. HSHMC, Inc. also contributes on your behalf an amount determined by law. Both your contribution and HSHMC, Inc. contribution are paid to the federal government.

You should contact the Social Security Administration [[www.SSA.gov](http://www.SSA.gov)] to obtain details regarding your benefits and credits under the program.

Employees who contribute to CalSTRS are exempt from paying FICA. CalSTRS reporting will be made through the district according to established guidelines from the State Teachers Retirement System. The employee will make regular contributions and the employer will make matching contributions at the established rate set by CALSTRS. You should visit [www.calstrs.com](http://www.calstrs.com) for further information in regards to your CalSTRS contributions.

## V. LEAVE OF ABSENCE POLICIES

### A. Discretionary Personal Leaves of Absence

HSHMC, Inc., in its sole discretion, may allow an employee to take a personal leave of absence for up to a maximum of ten (10) days per year. The decision to allow for any additional days of leave is at the sole discretion of HSHMC, Inc. Employees granted a personal leave of absence have no right to guaranteed reinstatement.

Every employee should consult with the Director of Human Resources before taking a personal leave of absence to ensure he/she is aware of his/her obligations while on leave, including, but not limited to, periodic reporting, wage discrepancies, and verification obligations. Failure to comply may substantially affect an employee's ability to return to work under this policy.

Employees do not continue to accrue vacation, sick leave, or holiday benefits while they are on unpaid discretionary leaves of absence. Unless otherwise required by law, HSHMC, Inc. does not continue to pay premiums for health insurance coverage for employees on discretionary unpaid leaves of absence. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

An employee's failure to report to work as scheduled following a personal leave of absence will generally be considered a voluntary termination of employment.

### B. Pregnancy Disability Leave

HSHMC, Inc. provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical condition.

Any employee planning to take pregnancy disability leave should advise the personnel department as early as possible. The individual should make an appointment with the Director of Human Resources to discuss the following conditions:

Employees who need to take pregnancy disability must inform HSHMC, Inc. when a leave is expected to begin and how long it will likely last. If the need for a leave or transfer is foreseeable, employees must provide notification at least 30 days before the pregnancy disability leave or transfer is to begin. Employees must consult with the Director of Human Resources regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of HSHMC, Inc. Any such scheduling is subject to the approval of your health care provider. If 30 days' advance notice is not possible, notice must be given as soon as practicable.

HSHMC, Inc. will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a health care provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, HSHMC, Inc. may require the employee to transfer temporarily to an available alternative position. This alternative position will have equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

If the employee's healthcare provider certifies a transfer to lighter duty, HSHMC, Inc. will attempt to provide light duty if possible.

#### **Procedure for Requesting Pregnancy Disability Leave**

Pregnancy disability leave usually begins when ordered by the employee's physician. The employee must provide HSHMC, Inc. with a certification from a health care provider. The certification indicating disability should contain:

- (1) The date on which the employee became disabled due to pregnancy;
- (2) The probable duration of the period or periods of disability; and

- (3) (if applicable) a statement that, due to the disability, the employee is unable to perform one or more of the essential work functions without undue risk to self, the successful completion of the pregnancy, or to other persons.

#### **Effect on Pay**

An employee will be allowed to use accrued PSL (if otherwise eligible to take the time) during a pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and HSHMC, Inc. may mutually agree to supplement such benefit payments with available sick leave. Except to the extent that PSL is substituted for pregnancy disability leave, the pregnancy disability leave will be unpaid.

The use of PSL for pregnancy disability leave does not extend the total duration of the leave to which the employee is entitled.

#### **Leave's Effect on Benefits**

During an employee's pregnancy disability leave, for up to a maximum of four (4) months, HSHMC, Inc. will continue to pay for the employee's participation in HSHMC, Inc. group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

Benefit accrual, such as sick leave, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment.

#### **Duration**

Duration of the leave will be determined by the advice of the employee's physician, but eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Part-time employees are entitled to leave on a pro rata basis. The three (3) months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care. Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of one (1) week.

#### **Reinstatement after Pregnancy Disability Leave**

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceased to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide HSHMC, Inc. with at least one week's advance notice of the date she intends to return to work.

#### **C. Leave and Accommodation for Victims of Domestic Violence, Sexual Assault, and Stalking**

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

Employees may use accrued PSL. Otherwise, the time off is unpaid. In general, employees are not required to provide documentation for time off under this policy. However, employees shall provide reasonable advance notice of their intent to take time off, unless advance notice is not feasible. If employees are unable to provide advance

notice for time off under this policy, they can provide certification of their absence (such as a police report, court order, or health care provider certification) within a reasonable time period thereafter.

If employees provide reasonable advance notice or provide documentation within a reasonable time period thereafter for an unscheduled absence, they will not be subject to any disciplinary action for time off under this policy.

Employees have the right to ask HSHMC, Inc. for help or changes in their workplace to make sure they are safe at work. HSHMC, Inc. will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. HSHMC, Inc. may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation. HSHMC, Inc. will maintain confidentiality regarding any requests for accommodations under this policy.

HSHMC, Inc. is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee is a victim of domestic violence, sexual assault, or stalking.
- The employee asked for time off to get help.
- The employee asked HSHMC, Inc. for help or changes in the workplace to ensure safety at work.

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

For more information, contact the Labor Commissioner's Office by phone at 619-220-5451 or visit a local office by finding the nearest one on website: [www.dir.ca.gov/dlse/DistrictOffices.htm](http://www.dir.ca.gov/dlse/DistrictOffices.htm). The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

#### **D. Leave for Crime Victims and Their Families**

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

You must provide your supervisor with written notification for each scheduled proceeding, unless advance notice is not possible. This time off is unpaid. You may choose to use your accrued PSL, but this is not required.

#### **E. Organ / Bone Marrow Donation Leave**

Employees who choose to donate an organ or bone marrow may be eligible for paid leave. The employee shall provide written verification to HSHMC, Inc. that he or she is planning to be an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

##### **Duration**

A maximum of 30 business days for organ donation and up to five business days for bone marrow donation is allowed during any one (1)-year period. Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed.

##### **Effect on Pay and Benefits**

Employees who have PSL available to them must take up to five (5) days of this earned but unused time for a bone marrow donation leave and up to two (2) weeks of this earned but unused time for an organ donation leave. Any leave time taken by an employee for a bone marrow or organ donation does not run concurrently with any other medical leaves taken.

To the extent that the employee is eligible for group health coverage, this coverage will be maintained during this leave. To the extent that the employee is eligible for other benefits, the employee will continue to accrue those benefits during the leave period, including for example seniority and personal days.

### **Reinstatement After Organ / Bone Marrow Donation Leave**

Under most circumstances, an employee will be reinstated to his or her same position held at the time the leave began, unless legitimate business reasons prevent reinstatement, or, preservation of the employee's job would compromise business safety or efficiency. In such case, a comparable vacant position will be offered. An employee returning from this leave has no greater right to reinstatement than if the employee had been continuously employed.

Employees who have any questions regarding this policy should bring them to the immediate attention of the Director of Human Resources.

### **F. Family and Medical Leave Act/California Family Rights Act**

The Family and Medical Leave Act and California Family Rights Act ("FMLA / CFRA") provide eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

#### **Employee Eligibility**

To be eligible for FMLA/CFRA leave, you must:

- Have worked at least 12 months for HSHMC, Inc. in the preceding seven years (limited exceptions apply to the seven-year requirement);
- Have worked at least 1,250 hours for HSHMC, Inc. over the 12 months preceding the date your leave would commence; and
- Currently work at a location where there are at least 50 employees within 75 miles.

#### **Conditions Triggering Leave**

FMLA / CFRA leave may be taken for the following reasons:

- Birth of a child, or to care or bond with a newly born child;
- Placement of a child with the employee and/or the employee's registered domestic partner for adoption or foster care or to care or bond with the child;
- To care for an immediate family member (employee's spouse, registered domestic partner, child, registered domestic partner's child, or parent) with a serious health condition;
- Because of the employee's serious health condition that makes the employee unable to perform the employee's job;
- To care for a Covered Service member with a serious injury or illness related to certain types of military service (see Military-Related FMLA Leave for more details); or,
- To handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Armed Forces (e.g., National Guard or Reserves) in support of a contingency operation (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Service member, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks. Also, in addition to leave

available under the FMLA and CFRA, female employees may be eligible for leaves of absence during periods of disability associated with pregnancy or childbirth. Please see the pregnancy Leave of Absence Policy for further information on this type of leave.

## **Definitions**

A “Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

A “Covered Service member” is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. The term “serious injury or illness” means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.

“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, and post-deployment debriefings.

## **Identifying the 12-Month Period**

HSHMC, Inc. Measures the 12-month period in which leave is taken by the “rolling” 12- month method, measured backward from the date of any FMLA/CFRA leave with one exception. For leave to care for a covered service member, HSHMC, Inc. calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date. FMLA/CFRA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

## **Using Leave**

Eligible employees may take FMLA/CFRA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered service member, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is generally not permitted for birth of a child, to care for a newly born child, or for placement of a child for adoption or foster care, and must generally be taken in at least two- week increments.

## **Use of Accrued Paid Leave**

Depending on the purpose of your leave request, you may choose (or HSHMC, Inc. may require you) to use accrued PSL concurrently with some or all of your FMLA/CFRA leave. In order to substitute paid leave for FMLA/CFRA leave, an eligible employee must comply with HSHMC, Inc. normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

## **Maintenance of Health Benefits**

If you and/or your family participate in our group health plan, HSHMC, Inc. will maintain coverage during your FMLA/CFRA (not to exceed 12 weeks) leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, HSHMC, Inc. may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA/CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

### **Notice and Medical Certification**

When seeking FMLA/CFRA leave, you must provide:

- 30 days advance notice of the need to take FMLA/CFRA leave, if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with HSHMC, Inc. normal call-in procedures, absent unusual circumstances;
- medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of HSHMC, Inc.'s request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA/CFRA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required at the expense of HSHMC, Inc.;
- periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
- medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. HSHMC, Inc. will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

Upon returning from FMLA/CFRA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. In certain circumstances, "key" employees may not be eligible for reinstatement following a family and medical leave. HSHMC, Inc. will provide written notice to any "key" employee who is not eligible for reinstatement.

### **Failure to Return After FMLA/CFRA Leave**

Any employee who fails to return to work as scheduled after FMLA/CFRA leave or exceeds the 12- week FMLA/CFRA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to HSHMC, Inc. standard leave of absence and attendance policies. This may result in termination if you have no other HSHMC, Inc.-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA/CFRA leave, HSHMC, Inc.'s obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

### **Military-Related FMLA Leave**

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

### **Military Caregiver Leave**

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a "covered service member," which means: (1) a current member of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render him or her medically unfit to perform the duties of the member's office, grade, rank, or rating. Military Caregiver Leave is not available to care for *former* members of the Armed Forces or the National Guard or Reserves, or for service members on the *permanent* disability retired list.

To be "eligible" for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered service member. "Next of kin" means the nearest blood relative of the service member, other than the service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives

who have been granted legal custody of the service member by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered service member in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a covered service member and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each service member. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered service member, and/or for each and every serious injury or illness of the same covered service member. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible employee may take up to 16 weeks of FMLA leave to care for a covered service member when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered service member and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

#### **Qualifying Exigency Leave**

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e. the employee’s spouse, son, daughter, or parent).

Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

Although Qualifying Exigency Leave is available to an eligible employee whose close family member is called up from status as a *retired* member of the Regular Armed Forces, it is not available for a close family member on active duty or on call to active as a *member* of the Regular Armed Forces. Also, a call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.

- **Military events and related activities.** To attend any official military ceremony, program, or event related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.
- **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
- **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- **Temporary rest and recuperation.** To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to five of days of leave for each instance of rest and recuperation.
- **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
- **Mutually agreed leave.** Other events that arise from the close family member's duty under a call or order to active duty, provided that HSHMC, INC. and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

#### **G. Jury or Witness Duty**

Employees of HSHMC, Inc. are granted a maximum of five paid days per year to respond to a mandated jury duty summons. Employees must report for work whenever the court schedule permits. Either HSHMC, Inc. or the employee may request an excuse from jury/witness duty if, in HSHMC, Inc.'s judgment, the employee's absence would create serious operational difficulties. A copy of the jury duty summons and signed jury duty time report must be submitted with the monthly HSHMC, Inc. payroll time sheet.

In the event that the employee must serve as a witness within the course and scope of his or her employment with HSHMC, Inc., HSHMC, Inc. will provide time off with pay.

#### **H. Leave for Educational or Daycare Program**

Employees will be granted time off without pay for up to 40 hours per calendar year, but no more than eight (8) hours in any calendar month, to participate in the activities of schools or licensed child day care facilities attended by their children to find, enroll or reenroll your child in a school or with a licensed child care provider and/or to address a child care provider or school emergency.

Employees wishing to take time off under this Section must provide their supervisor with reasonable notice of the

planned absence. If both parents of a child are employed by HSHMC, Inc., the request for time off under

this Section will be granted to the first parent to provide notice of the need for time off. The request from the second parent will be accommodated if possible.

HSHMC, Inc. reserves the right to request that the employee furnish written verification from the school or daycare facility as proof that the employee who participated in school or daycare activities on the specified date and at that particular time. Failure to provide written verification is grounds for disciplinary action.

**I. Suspended Pupil Leave**

California law requires employers to provide time off for parents required to visit a child's school when the child has served a period of suspension from school. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present the school's letter, which requests the employee's appearance at the school, to his or her supervisor at least two days before the requested time off. Suspended pupil/child leave will be unpaid.

**J. Military Leave**

HSHMC, Inc. provides unpaid military leave of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Act of 1994 (USERRA) and applicable state laws. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard or Reserve duty and for examinations to determine fitness for any such duty. You should notify your supervisor and to the Director of Human Resources as far in advance as possible, and present a copy of your official call to duty orders.

**K. Family Spouse Leave**

To the extent required by law, HSHMC, Inc. will provide an unpaid leave of absence of up to ten (10) days for eligible employees whose spouse is on leave from deployment as a member of the Armed Forces of the United States (Army, Navy, Air Force, Marines, and Coast Guard), the National Guard, or Reserves. You should notify your supervisor and the Director of Human Resources as far in advance as possible of such leave and present documentation certifying the leave. Please see to the Director of Human Resources if you have any questions regarding your eligibility for this leave.

**L. Time off for Voting**

If you do not have sufficient time outside of working hours to vote in a statewide election, you may take off up to two (2) hours of working time to vote without loss of pay. Such time must be at the beginning or end of your regular working shift, which allows the most free time for voting and the least time off from working, unless otherwise mutually agreed to between the employee and their supervisor. You must notify your supervisor at least two (2) working days in advance to arrange time off for voting.

**M. Bereavement Leave**

Employees may be granted a leave of absence for three paid days because of the death of a member of the immediate family. Five paid days may be granted if out of state travel is involved. Immediate family refers to the employee's spouse/partner, children of employee or spouse/partner, parents of employee or spouse/partner, and siblings of employee or spouse/partner. Employee must notify the Director of Human Resources in writing if bereavement time is used.

**N. Adult Literacy Leave**

Pursuant to California law, HSHMC, Inc. will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on HSHMC, Inc. HSHMC, Inc. does not provide paid time off for participation in an adult literacy education.

**O. Alcohol and Drug Rehabilitation Leave**

Pursuant to California law, HSHMC, Inc. will reasonably accommodate any eligible employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that the accommodation

does not impose an undue hardship on HSHMC, Inc. HSHMC, Inc. does not provide paid time off for participation in an alcohol or drug rehabilitation program. However, you may utilize accrued PSL if you want compensation for this time off. If you do not have accrued PSL available, you will be permitted to take the time off without pay.

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

#### **P. Civil Air Patrol Leave**

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

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

### **VI. STANDARDS OF CONDUCT**

#### **A. Prohibited Conduct**

The work rules and standards of conduct for HSHMC, Inc. are important, and HSHMC Inc. regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing your own jobs and conducting HSHMC, Inc. business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment.

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records;
- Working under the influence of alcohol or illegal drugs (See Substance Abuse);
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace (See Substance Abuse);
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of school-owned or customer-owned property;
- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Smoking in the workplace;
- Sexual or other unlawful or unwelcome harassment (See Policy Against Harassment);
- Excessive absenteeism or any absence without notice (See Attendance/Punctuality);
- Unauthorized use of telephones, or other school-owned equipment (See Telephone Use);
- Using school equipment for purposes other than business (i.e. playing games on computers or personal Internet usage);

- Unauthorized disclosure of business “secrets” or confidential information;
- Violation of personnel policies; and
- Unsatisfactory performance or conduct.

## **B. Employee/Student Relations Policy**

### **Boundaries Defined**

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

### **Unacceptable and Acceptable Behavior**

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

Employees must understand their own responsibilities for ensuring that they do not cross the Boundaries as written in this policy. Disagreeing with the wording or intent of the established Boundaries will be considered irrelevant for 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. Although sincere, professional interaction with students fosters the charter mission of academic excellence, employee-student interaction has Boundaries regarding the activities, locations, and intentions.

The following is an illustrative list of unacceptable behavior, which includes, but is not limited to:

- Giving gifts to an individual student that are of an intimate nature
- Consuming alcohol while supervising students
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from HSHMC, Inc.
- Making, or participating in, sexually inappropriate comments
- Sexual jokes or jokes/comments with sexual double entendre
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- Listening to or telling stories that are sexually oriented
- Sharing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from HSHMC, Inc. or school activities without parental/guardian permission
- Being alone in a room with a student at the school with the door locked or blocked
- Allowing students in your home without signed parental/guardian permission for a preplanned and pre-communicated educational activity that must include the presence of another educator, parent, or other responsible adult
- Communicating with students or parents/guardians in violation of the Social Media Policy
- Engaging in inappropriate and/or unprofessional communications (including instant messages, social media messages, or letters) with students on HSHMC, Inc. social media
- Involving students in non-educational or non-school related issues, including, but not limited to, the employee’s employment issues

The following is an illustrative list of acceptable and recommended behavior, which includes, but is not limited

to:

- Obtaining parents' written consent for any after-school activity on or off campus (exclusive of tutorials)
- Obtaining formal approval (HSHMC, Inc. and parental) to take students off property for activities such as field trips or competitions
- E-mails, text messages, phone conversations, and other communications to and with students must be professional and pertain to mentoring, school activities or classes, and communication should be initiated via HSHMC, Inc.-based technology and equipment
- Keeping the door open or unlocked when alone with a student

- Stopping and correcting students if they cross your own personal boundaries
- Recognizing parents/guardians as active participants in their child's education
- Keeping after-class discussions with a student professional and habitative
- Asking for advice from senior staff or administrators if you find yourself in a difficult situation related to Boundaries
- Involving your supervisor if conflict arises with a student
- Informing administrators about situations that have the potential to become more severe
- Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers
- Asking another employee to be present if you will be alone with any student who may have severe social or emotional challenges
- Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high five's, and handshakes
- Keeping your professional conduct a high priority during all moments of student contact
- Asking yourself if any of your actions that go contrary to these provisions are worth sacrificing your job, your career, and the reputation of HSHMC, Inc.

### **Reporting Violations**

When any employee, parent, or student becomes aware of an employee having crossed the Boundaries specified in this policy, he or she must promptly report the suspicion to an administrator. All reports shall be kept as confidential as possible. Prompt reporting is essential to protect students, the suspected employee, any witnesses, and the School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses Boundaries or any situation in which a student appears to be at risk for sexual abuse.

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

California Penal Code section 11166 requires any teacher or child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she 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. Employees may, but are not required to report such incidents to the Director of Human Resources and the CEO. Reporting such incidents to the Director of Human Resources and the CEO does not relieve the employee of responsibility to also immediately report such incidents to the appropriate child protective agency by telephone and to send a written report thereof within thirty-six (36) hours. However, employees may work cooperatively to report the incidents and to file one written report. Employees who have any questions about these reporting requirements should contact the Director of Human Resources.

### **Investigating**

The CEO and/or Director of Human Resources will promptly investigate any allegation of a violation of the Employee-Student Relations Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances, unless the allegation also constitutes a reportable allegation under California Penal Code section 11166. In the event the allegation also constitutes such a reportable allegation, the CEO or designee shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up such report with a written report with thirty-six (36) hours.

If the allegation is only a violation of the Employee-Student Relations Policy, but not a violation of California Penal Code section 11166, the CEO or other appropriate administrator shall conduct an investigation as set forth above. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, will protect the privacy interests of any affected student(s) and/or employee(s), including any potential witnesses, to the fullest extent possible.

### **Violations**

Violations of this policy may result in disciplinary action, up to and including termination. When appropriate, violations of this policy may also be reported to authorities for potential legal action.

### **C. Attendance/Punctuality**

Individual work efforts are very important for HSHMC, Inc. overall success. HSHMC, Inc. depends on employees to report to work regularly and at the agreed time. Poor attendance and tardiness disrupt productivity and make it difficult to function effectively and properly.

If you are unable to timely report for work for any reason, you must notify your supervisor before regular starting time and document time missed in Frontline. You are responsible for speaking directly with your supervisor about your absence and recording missed time in Frontline. It is not acceptable to leave a message on your supervisor's voice mail, except in extreme emergencies. This will allow HSHMC, Inc. to arrange for temporary coverage of your duties, and helps other employees to continue work in your absence.

If you become ill while at work or must leave the office for some other reason before the end of the workday, be sure to inform your supervisor of the situation prior to leaving the office.

Should undue tardiness or excessive unexcused absences become apparent, disciplinary action may occur, up to and including termination.

If you do not report for work and HSHMC, Inc. is not notified of your status, it will generally be assumed after three (3) consecutive days of absence that you have resigned, and you will be removed from the payroll unless otherwise prohibited by law.

### **D. Personal Appearance and Professional Behavior**

HSHMC, Inc. considers the presentation of HSHMC, Inc. image to its students, their families, clients, vendors and the public at large to be extremely important.

Since HSHMC, Inc. provides a service, and excellent customer service can only be provided through employees, HSHMC, Inc. seeks not only good performance and conduct from its employees, but also expects them to observe high standards in personal presentation.

Employees whose jobs require them to come into contact with clients, vendors or the public are expected to wear apparel that HSHMC, Inc. considers appropriate for such encounters.

Employees are also expected to behave and conduct themselves in a professional manner at all times in the workplace, including school related events and functions. Unprofessional behavior in the workplace, such as inappropriate comments, jokes, gestures, printed materials, sexually related conversations, inappropriate touching of another employee, and any other behavior of a sexual nature is prohibited. Employees who fail to observe these standards will be subject to disciplinary action, up to and including termination.

### **E. Telephone Use**

HSHMC, Inc. telephones are intended for the use in conducting HSHMC, Inc. business. Personal usage during business hours is discouraged except for extreme emergencies. All personal telephone calls should be kept brief.

To respect the rights of all employees and avoid miscommunication in the office, employees must inform family members and friends to limit personal telephone calls during working hours. Excessive use of cell phones for personal calls while on the clock is also prohibited.

If an employee is found to be deviating from this policy, he or she will be subject to disciplinary action, up to and including termination.

### **F. Systems Use Policy**

HSHMC, Inc. has established this Internet, e-mail, and electronic communications policy in an effort to make certain that employees utilize electronic communications devices in a legal, ethical, and appropriate manner. We have devised this policy in a manner that addresses HSHMC, Inc. legal responsibilities and concerns regarding the fair and proper use of all electronic communications devices within the organization.

## **Scope of Policy**

This policy extends to all features of HSHMC, Inc. electronic communications devices and systems, including computers, e-mail, connections to the Internet and World Wide Web and other internal or external networks, voice mail, text messages, video conferencing, facsimiles, and telephones. Any other form of electronic communication used by employees currently or in the future is also intended to be encompassed under this policy. Every employee of HSHMC, Inc. is subject to this policy and is expected to read, understand, and comply fully with its provisions.

## **Rules**

It may not be possible to identify every standard and rule applicable to the use of electronic communications devices. Employees are therefore encouraged to utilize sound judgment whenever using any feature of the communications systems. In order to offer employees some guidance, the following principles and standards should be clearly understood and followed:

- a) HSHMC, Inc. policy against unlawful harassment, including sexual harassment, extends to the use of computers, the Internet, and any component of the communications systems. In keeping with that policy, employees should not use any electronic communications device in a manner that would violate that policy. For example, employees may not communicate messages that would constitute sexual harassment, may not use sexually suggestive screen savers, and may not receive or transmit pornographic, obscene, or sexually offensive material or information.
- b) HSHMC, Inc. anti-discrimination policies extend to the use of the communications systems. Any employee who uses any electronic communications device will therefore be subject to disciplinary action, including the possibility of immediate termination, for use of such a device in any manner that violates HSHMC, Inc. anti-discrimination policies or commitment to equal employment opportunity.
- c) Employees may not use any electronic communications device for a purpose that is found to constitute, in HSHMC, Inc.'s sole and absolute discretion, a commercial use that is not for the direct and immediate benefit of HSHMC, Inc.
- d) Employees may not use any electronic communications device in a manner that violates the trademark, copyright, or license rights of any other person, entity, or organization.
- e) Employees may not use any electronic communications device in a manner that infringes upon the rights of other persons, entities or organizations to proprietary, confidential or trade secret information.
- f) Employees may not use any electronic communications device for any purpose that is competitive, either directly or indirectly, to the interests of HSHMC, Inc. or for any purpose that creates an actual, potential or apparent conflict of interest with HSHMC, Inc.
- g) Do not post confidential information (as defined in the Employee Handbook) about HSHMC, Inc., its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained
- h) HSHMC, Inc. policies against improper solicitations and distribution extend to the communications systems. Employees may not use any electronic communications device in a manner that violates HSHMC, Inc. no solicitation rule.

## **Access**

HSHMC, Inc. must retain the right and ability to enforce this policy and to monitor compliance with its terms. While computers and other electronic devices are made accessible to employees to assist them to perform their jobs and to promote HSHMC, Inc. interests, all such computers and electronic devices, whether used entirely or partially on HSHMC, Inc. premises or with the aid of HSHMC, Inc. equipment or resources, remain fully accessible to HSHMC, Inc. and, to the maximum extent permitted by law, will remain the sole and exclusive property of HSHMC, Inc.

## **Employer Access to Technology Resources**

All messages sent and received, including personal messages, and all data and information stored on HSHMC, Inc. electronic-mail system, voicemail system, or computer systems are HSHMC, Inc. property regardless of the content. As such, HSHMC, Inc. reserves the right to access all of its Technology Resources Including its computers, voicemail, and electronic-mail systems, at any time, in its sole discretion.

### **No Reasonable Expectation of Privacy**

On occasion, HSHMC, Inc. may need to access its Technology Resources. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created or maintained on HSHMC, Inc. Technology Resources, including personal information or messages, and email messages created on employee's personal email accounts or postings on social networking sites (e.g., Yahoo, Facebook). HSHMC, Inc. may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason.

HSHMC, Inc. may also monitor its Technology Resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

### **Passwords**

Certain HSHMC, Inc., Technology Resources can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon any employee of HSHMC, Inc. Thus, even though employees may maintain passwords for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic-mail and voicemail messages, are private. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access co-workers' systems without express authorization. Employees must provide their current and updated passwords to the to the Technology Manager.

## **G. Computer Use Policy**

### **Purpose**

Computers provide important functionality for specific purposes, allowing employees to have a computing resource at hand for completing job-related tasks. Along with the privilege of using an HSHMC owned computer comes additional responsibility to safeguard them from potential theft or damage. If a computer is stolen or lost there are additional security implications for any data that might have been stored on that computer. This policy addresses actions that must be taken in order to minimize the risk of theft of or damage to an HSHMC-owned computer and the associated costs.

All HSHMC-owned computers are governed by this policy including systems made available as primary workstations, assigned within a department, or purchased through grant dollars for specific projects. The purpose of this policy is to govern the use and liability of HSHMC-owned computer equipment. This policy should be read and thoroughly understood to prior to acquiring, and continuing the use an HSHMC-owned computer.

### **Scope**

This policy is applicable to all HSHMC employees who are using computers assigned to them by HSHMC. HSHMC-owned computers may be used for the following work-related purposes, including but not limited to:

- Using the computer as the primary workstation computer on campus.
- Using the computer on an HSHMC trip, such as to a conference, workshop, etc.
- Using the computer to make a presentation on or off campus.
- Using the computer for any other work related task.

In addition, the policies in the *Data Security* section apply to both HSHMC-owned computers and privately owned computers that connect to HSHMC, Inc.'s systems.

### **Policy Liability**

- All employees are personally responsible for the security and safety of their assigned computer.
- An employee may be responsible for partial or full cost if the computer is damaged or made inoperable by intentional or grossly negligent conduct at the discretion of administration.
- Failure to follow this policy and these procedures may result in disciplinary action at the discretion of administration.
- Failure to return the computer or pay for damages may result in legal action.

### **Physical Protection and Reasonable Care**

- Each employee is responsible for the security of their assigned computer, regardless of whether the computer is used in the office, at one's place of residence, or in any other location such as a hotel, conference room, car or airport. Employees are expected to provide reasonable care and effort to protect the computer.
- Employees assigned an HSHMC-owned computer are encouraged to acquire their own protective carrying case to further protect the computer from physical, and wear and tear damage.
- The equipment may not be transported as checked luggage on public transportation such as airplanes, trains, and buses. The user will keep the equipment in their possession at all times while traveling.
- Computers should be labeled accordingly so in the event of a loss the equipment might be returned. All computers must have an HSHMC-provided identifying label.
- Special care should be taken with the security of the computer. Equipment must not be left unattended in public areas. A user account should require a password to resume usage from sleep, or screensaver mode, as well as after reboot.
- Employees should not store computers in a car or car trunk, as severe temperatures may damage it, and the computer may be stolen if the car is broken into.
- Employees should be aware of their computer's surrounding area and be cautious of containers of liquid or other elements that may damage the computer if spilled.

### **Data Security**

- Employees should not download, store, or record data that includes any personally identifiable information such as: student/faculty/staff/alumni/vendor Name, Address, SSN, account number, credit card number, or other identifying information unless the employee's role requires the possession and manipulation of such data. Should the computer be lost or stolen, this could be used for Identity Theft. The user is responsible for the security of all school data stored on, or carried with, the computer.
- The IT department will install virus protection on employee computers. The user is responsible to make sure that virus protection updates and virus scans are performed regularly.
- Do not alter any system software or hardware configuration unless instructed to do so by the IT department. This includes software and major OS updates.
- Additional application software should not be loaded onto the computer unless approved by the IT department, this includes torrent and other P2P clients.
- Employees should safeguard the device and data by ensuring the computer is "locked" or the user is logged off when not in use.
- IT department will assign backup drives for certificated staff, and coordinate backup alternatives for classified staff, and employees using their personal computers for work.

### **Inventory Tracking and Disposal**

- Upon resignation or termination, the computer and all peripherals need to be returned either to an administrator or the IT department on or before the last day of work.
- Employees who are taking administrative or personal leave must have prior approval from administration and their immediate supervisor before taking a computer while on leave.
- When a computer reaches the end of its useful life, it should be returned to the IT department. They will ensure that the hard drive is wiped clean before the unit is recycled or disposed of.

#### **Reporting Damage**

- Employees must report physical damage to their assigned computers to the IT department.

- Employees should report to the IT department any suspicions of malicious activity on their assigned computer. This includes malware, spyware, or unwarranted browser add-ons that present odd behavior.

### **Reporting Loss**

- In the case of an on-duty theft the employee should notify school administration immediately.
- In the case of an off-duty theft the employee should immediately notify the appropriate law enforcement authority, and school administration. The employee should provide administration with a copy of the report filed with law enforcement.

## **H. Social Media and Networking Policy**

The following is HSHMC, Inc.'s social media and networking policy. The absence of, or lack of explicit reference to a specific social medium or site does not limit the extent of the application of this policy. This policy applies to situations when you: (1) make a post to a social media platform that is related to HSHMC, Inc.; (2) engage in social media activities during working hours; (3) use HSHMC, Inc. equipment or resources while engaging in social media activities; (4) use your HSHMC, Inc. e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with HSHMC, Inc.; (6) interact with HSHMC, Inc. students or parents/guardians of HSHMC, Inc. students (regarding school-related business) on the Internet and on social media sites; or (7) create or use a HSHMC, Inc.-affiliated social media account.

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

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

You are required to comply with all HSHMC, Inc. policies whenever your social media activities may involve or implicate HSHMC, Inc. in any way, including, but not limited to, the policies contained in this Handbook. Where no policy or guidelines exist, employees should use their professional judgment and take the most prudent action possible. Consult with the Director of Human Resources if you are uncertain.

- 1) Express only your personal opinions. Never represent yourself as a spokesperson for HSHMC, Inc. unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with HSHMC, Inc., make it clear that the views expressed by you in the blog are yours alone and do not represent the views of HSHMC, Inc.

Here is an example of a disclosure statement to include in your personal blog:

"The posts on this site, including, but not limited to, images, links and comments left by readers, are not those of HSHMC, Inc., and do not necessarily represent HSHMC, Inc. positions, strategies or opinions."

- 2) Information published on your blog or communicated through text, emails or tweets must comply with HSHMC, Inc. policies prohibiting disclosure of confidentiality and proprietary information. This also applies to comments you post on other blogs, forums and social networking sites.
- 3) Social media activities should not interfere with work commitments. (See Systems Use Policy).
- 4) Your online presence reflects on HSHMC, Inc. Be aware that your actions captured via images, posts, or comments may be attributed to HSHMC, Inc.
- 5) Do not identify, reference or cite HSHMC, Inc., its employees, or its clients without the express consent of HSHMC, Inc.

6) Respect copyright laws, and reference or cite sources appropriately. Plagiarism applies online as well.

An employee's violation of this policy may result in discipline, up to, and including termination of employment.

#### **I. Conflict of Interest**

No employee of HSHMC, Inc. shall maintain an outside business or financial interest, or engage in any outside business or financial activity, which conflicts with the interest of HSHMC, Inc., or which interferes with his or her ability to fully perform job responsibilities. Violation of this policy will result in immediate disciplinary action, up to and including termination.

If you have a close financial or business relationship with a competitor, client or vendor, you must disclose this fact in writing to the Director of Human Resources. What constitutes a conflict is at the sole discretion of HSHMC, Inc.

#### **J. Outside Employment**

All employment involving direct services to students outside of HSHMC must be pre-approved by the Director of Human Resources. Outside employment is any activity for pay performed in addition to the official responsibilities of a full-time employee at HSHMC.

HSHMC, Inc. staff are encouraged to engage in consulting arrangements that provide an opportunity to highlight successes at HSHMC, Inc. This benefits both HSHMC, Inc. and the staff member. Consistent with the attendance policy, absences must be requested and approved in advance. If approved, time off to perform consulting services is unpaid or assigned as part of an HSHMC contracted service.

#### **K. Discipline**

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

### **VII. SAFETY**

#### **A. Rules of Safe Conduct**

A safe working environment is essential for a smooth running operation and is the shared responsibility of HSHMC, Inc. and the employees from all levels of the organization. HSHMC, Inc. will take all responsible steps to assure a safe environment and compliance with federal, state and local regulations. It is imperative that each employee does his or her part by carrying out the following rules and regulations

- Report unsafe conditions immediately to your supervisor.
- Report all injuries immediately to your supervisor.
- No consumption of alcoholic beverages or any other intoxicants at school-sanctioned events when students are present.

#### **B. Employees who are Required to Drive**

Employees who are required to drive their own vehicle on approved HSHMC, Inc. business will be required to show proof of a current, valid license and proof of current, effective insurance coverage. If transporting students in a personal vehicle, employee must meet established insurance limits and be approved by the Administration prior to transporting students. To the extent permitted by law, HSHMC, Inc. retains the right to transfer to an alternative position, suspend, or terminate such employees whose license is revoked or who fails to maintain personal automobile insurance coverage. Employees who drive their own vehicles on approved HSHMC,

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

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

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

Any employee receiving a citation for operating a vehicle while “under the influence” or impaired or for conduct that is otherwise in violation of this policy will be immediately suspended without pay until the matter is resolved. Any employee who pleads guilty, no contest or found guilty of driving under the influence of alcohol, a controlled substance, or while impaired by a non-controlled substance, will be terminated.

### **C. Tobacco Products**

Smoking and use of prohibited tobacco products are not allowed on HSHMC, Inc. property. Prohibited products include any product containing tobacco or nicotine, including, but not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, and nicotine delivery devices such as electronic cigarettes. Exceptions may be made for the use or possession of prescription nicotine products.

### **D. Substance Abuse and Drug-Free Workplace Policy**

Our employees are our most valuable resource, and their own health and safety are therefore serious concerns. We will not tolerate any drug or alcohol related conduct that imperils the health and well-being of our employees. Further, the use of illegal drugs and abuse of controlled substances is inconsistent with law abiding behavior expected of all citizens. Employees who use illegal drugs or abuse other controlled substances or alcohol tend to be less productive, less reliable, and prone to greater absenteeism resulting in the potential for increased cost and risk.

We believe our employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs. Employees who abuse alcohol or drugs are a danger to themselves and to other employees. We are therefore committed to maintaining a safe and healthy workplace free from the influence of alcohol and drugs. We hope all employees will join with us in achieving our goal of a safe and productive drug-free workplace.

All employees will be required to read, sign, and return the enclosed Substance Abuse and Drug-Free Workplace Policy.

### **E. Violence in the Workplace**

HSHMC, Inc. recognizes that workplace violence is a concern among employers and employees across the country. HSHMC, Inc. is committed to providing a safe, violence-free workplace. In this regard, HSHMC, Inc. strictly prohibits employees, clients, vendors and visitors, or anyone else on HSHMC, Inc. premises or engaging in HSHMC, Inc. related activity from behaving in a violent or threatening manner.

Moreover, HSHMC, Inc. seeks to prevent workplace violence before it begins and reserves the right to address behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

HSHMC, Inc. believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures within the office for responding to any situation that presents the possibility of violence.

### **Workplace Violence Defined**

Workplace violence Includes, but is not limited to, the following:

- (a) Threats of any kind;
- (b) Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others;
- (c) Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of HSHMC, Inc. property, or a demonstrated pattern of refusal to follow HSHMC, Inc. policies and procedures;
- (d) Defacing HSHMC, Inc. property or causing physical damage to the facilities; or
- (e) With the exception of security personnel, bringing weapons or firearms of any kind on HSHMC, Inc. premises, in HSHMC, Inc. parking lots, or while conducting HSHMC, Inc. business, and at school-sanctioned events.

### **Reporting and Investigation**

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, consultant, visitor or anyone else, he or she should notify the Director of Human Resources or any other member of management immediately. Further, employees should notify the Director of Human Resources or any other member of management if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, HSHMC, Inc. will inform the reporting individual of the results of the investigation. To the extent possible, HSHMC, Inc. will maintain the confidentiality of the reporting employee and of the investigation. HSHMC, Inc. may, however, need to disclose the results in appropriate circumstances, for example, in order to protect individual safety.

HSHMC, Inc. will not tolerate retaliation against any employee who reports workplace violence.

If HSHMC, Inc. determines that workplace violence has occurred, HSHMC, Inc. will take the appropriate corrective action and will impose discipline on offending employees and depending on the particular facts this may include written or oral warnings, probation, reassignment of responsibilities, suspension or termination. In addition, HSHMC, Inc. may request that the employee participate in counseling, either voluntary or as a condition of continued employment.

## **VIII. CHANGES IN STATUS**

### **A. Termination of Employment**

Employment at HSHMC, Inc. is **at will** and for no specified time, regardless of length of service. No one other than the CEO has the right or the authority to enter into any written or verbal agreement for any different terms of employment. Just as the employee is free to leave for any reason, HSHMC, Inc. reserves the same right to end its relationship with the employee at any time, for any or no reason, with or without cause or notice. Terminations are to be treated in a confidential, professional manner by all concerned, to the extent possible. This policy and its administration will be implemented in accordance with HSHMC, Inc. Equal Employment Opportunity statement.

### **B. Voluntary Resignation**

Although employment with HSHMC, Inc. is at-will, in the event you choose to resign from your position, we would appreciate your providing HSHMC, Inc. at least two (2) weeks' written notice to allow for preparation of your final paperwork and the setting of an exit interview.

All HSHMC, Inc.-owned property (laptops, cell phones, student files, student grades and work product, lesson plans, keys, files, identification badges, credit cards, etc.) must be returned immediately upon termination of employment.

### **C. Outside Inquiries Concerning Employees**

Due to privacy requirements, all inquiries concerning current or former employees from outside sources should be directed to the Director of Human Resources. All other employees are prohibited from providing information about coworkers to any outside source. HSHMC, Inc.'s policy as to references for employees who have left HSHMC, Inc. is to disclose only the dates of employment and the title of the last position held. If you authorize disclosure in writing, HSHMC, Inc. will also provide a prospective employer with the information on the amount of salary or wage you last earned.

### **D. Exit Interview**

Any employee leaving HSHMC, Inc. may be asked to attend an exit interview. The purpose of the interview is to discuss the reasons for your departure from HSHMC, Inc. and to resolve any questions of compensation and return of HSHMC, Inc. property.

## **IX. TO SUM IT ALL UP**

This Handbook highlights your opportunities and responsibilities at HSHMC, Inc. Once again, welcome to HSHMC, Inc. and we look forward to working with you.

**EMPLOYEE ACKNOWLEDGMENT**

**2023-2024 Employee Handbook**

This will acknowledge that I have received my copy of the 2023-2024 HSHMC, Inc. Employee Handbook and that I will familiarize myself with its contents.

I understand that this handbook represents the current policies, regulations, and benefits, and that except for employment at-will status and the Arbitration Agreement, any and all policies or practices can be changed at any time by HSHMC, Inc. HSHMC, Inc. retains the right to add, change, or delete wages, benefits, policies, and all other working conditions at any time (except the policy of “at-will employment” and Arbitration Agreement, which may not be changed, altered, revised or modified without a written agreement signed by both myself and the CEO of HSHMC, Inc.).

I further understand that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation at HSHMC, Inc. are at-will, and may be changed or terminated at the will of HSHMC, Inc. I understand that I have the right to terminate my employment at any time, with or without cause or notice, and that HSHMC, Inc. has a similar right. My signature below certifies that I understand the foregoing agreement that at-will status is the sole and entire agreement between HSHMC, Inc. and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning my employment with HSHMC, Inc.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

\_\_\_\_\_  
**Employee Name (Please Print)**

\_\_\_\_\_  
**Employee Signature** **Date**