Amendment No. 1

TEACH Public Schools Employee Handbook

2020-2021

This is Amendment No. 1 to the TEACH Public Schools (or “School”) Employee Handbook (“Handbook”). The purpose of this Amendment No. 1 is to either supplement or supersede certain provisions in the Handbook. This Amendment No. 1 is effective as of January 1, 2021. This Amendment No. 1 should be placed with the existing Handbook. Every employee is expected to read and become familiar with the information contained in this Amendment No. 1. In addition, every employee is required to acknowledge receipt of this Amendment No. 1 by signing the Amendment No. 1 Employee Handbook Acknowledgment form and returning it to Assistant Superintendent.

Handbook sections revised pursuant to this Amendment No. 1 are Section 8 and Section 9 (including the Table of Contents) as follows:

**Section 8 – Leaves of Absences: Family Medical Leave Act, California Family Rights Act, New Parent Leave Act and Domestic Violence Leave/Sexual Assault/Stalking Leave.**

1. **Family Medical Act/California Family Rights Act** subsection is amended as follows:
   1. All references to the “California Family Rights Act” and “CFRA” are deleted in this subsection.
2. **New Parent Leave Act** subsection is deleted in its entirety and replaced with the following subsection titled **California Family Rights Act (“CFRA”)**:

CALIFORNIA FAMILY RIGHTS ACT (“CFRA”)

Employees may be eligible for CFRA eave only if the School has 5 or more employees for each working day during each of the 20 or more calendar workweeks in the current or preceding calendar year. Eligible employees may request a CFRA leave of absence under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive) and have worked at least 1250 hours during the 12 months immediately prior to the CFRA leave of absence.

Ordinarily, you must request a planned CFRA leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use the School’s request form, which is available upon request from the Assistant Superintendent of Instruction & Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

A CFRA leave may be taken for the following reasons:

1. the birth of an employee’s or a domestic partner’s child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth, adoption or placement of the child;
2. the care of the employee’s spouse, child, registered or domestic partner, domestic partner’s child, parent, parent-in-law, grandparent, grandchild or sibling with a “serious health condition”;
3. the “serious health condition” of the employee; or
4. the qualifying exigency related to covered active duty or call to covered active duty of an employee’s spouse, domestic partner, child, or parent in the Armed Forces of the United States.

The definition of child includes any adult child, regardless of the child’s age or dependency status.

A “serious health condition” is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, registered or domestic partner, domestic partner’s child, parent, parent-in-law, grandparent, grandchild, or sibling requires your care or assistance as certified in writing by the family member’s health care provider. If you are seeking a leave under paragraph (3) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Assistant Superintendent of Instruction & Human Resources.

CFRA leave is unpaid and may be taken for up to 12 workweeks during the designated 12-month period. The 12-month period will be defined as a “rolling twelve months” looking backward over the preceding 12 months to calculate how much CFRA leave time has been taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as CFRA will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You will be required to use any accrued vacation during unpaid CFRA leave (e.g. for example, any period in which you are not receiving a wage supplement through the EDD). You will also be required to use any accrued paid sick leave during unpaid CFRA leave that is due to your own serious health condition. However, 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) or workers’ compensation insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available vacation and/or paid sick leave.

Benefit accrual, such as vacation and/or PSL, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During a CFRA leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If you do not return to work on the first workday following the expiration of an approved CFRA leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law.

If you have any questions concerning a CFRA leave, or would like to submit a request for a CFRA leave of absence, please contact Assistant Superintendent of Instruction & Human Resources.

1. **Domestic Violence Leave/Sexual Assault/Stalking Leave** is renamed as **Domestic Violence/Sexual Assault/Stalking Crime or Abuse Leave**.
2. **Domestic Violence/Sexual Assault/Stalking Crime or Abuse Leave** subsection is amended to add the following as the first paragraph in this subsection:

For purposes of this section, a “victim” includes any of the following: (A) a victim of stalking, domestic violence, or sexual assault; (B) a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury; and (C) a person whose immediate family member is deceased as the direct result of a crime. The term “crime” is defined to mean a crime or public offense as set forth in Section 13951 of the California Government Code.

1. **Domestic Violence/Sexual Assault/Stalking Crime or Abuse Leave** subsection is amended to add a fourth bullet under the paragraph “Certification may be sufficiently provided by any of the following:”

* Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee’s behalf, certifying that the absence is for a purpose authorized under Labor Code Section 230.1

**Section 9 – Paid Family Leave (Wage Supplement)**

1. **Paid Family Leave (Wage Supplement)** subsection first paragraph is deleted in its entirety and replaced with the following first paragraph:

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 or injured child, spouse, parent, registered domestic partner, siblings, grandparents, grandchildren, or parents-in-law or to bond with a new child (birth, foster care, adoption). In addition, employees may take time off to participate in a qualifying exigency related to the covered active duty or call to covered active duty of the employee’s spouse, domestic partner, child or parent in the Armed Forces of the United States. The PFL program does not provide job protection or reinstatement rights. It is a wage supplement provided concurrently while an employee takes an eligible leave of absence under TEACH Public Schools policy and applicable law.

Except as set forth in this Amendment No. 1 to the Handbook, the terms and conditions of the Handbook remain unchanged and in full force and effect.

Amendment No. 1

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

By my signature below, I acknowledge that I have received a copy of TEACH Public Schools Amendment No. 1 to the Employee Handbook, on the date indicated below and agree to my at‐will employment as described below. I acknowledge that it is my responsibility to read and review the Employee Handbook including Amendment No. 1 carefully. I also acknowledge that it is my responsibility to ask for clarification if I do not understand any of the policies included in the Employee Handbook as well as Amendment No. 1.

I understand that the Employee Handbook including Amendment No. 1 contains important information regarding TEACH Public Schools expectations, policies and guidelines and that I am expected to comply with these expectations, policies and guidelines at all times. I understand that the Employee Handbook including Amendment No. 1 does not provide a binding contract but provides guidelines for personnel concerning some of TEACH Public Schools policies.

Just as I am free to terminate the employment relationship with TEACH Public Schools at any time, TEACH Public Schools, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me at any time for any or no reason and with or without notice. Further, there is no agreement, express or implied, written or verbal, between the employee and TEACH Public Schools for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment. No one other than the Assistant Superintendent of Instruction & Human Resources of TEACH Public Schools, with the approval of the Board of Directors, has the authority to alter my employment at-will status, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Further, any such agreement must be in writing and must be signed by the Assistant Superintendent. This is the entire agreement between TEACH Public Schools and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with TEACH Public Schools, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in the Employee Handbook including Amendment No. 1.

TEACH Public Schools reserves the right to modify, alter, add to or delete any of the policies, guidelines or benefits contained in the Employee Handbook including Amendment No. 1 at any time with or without notice.

Other than TEACH Public Schools Board of Directors, no other entity or person has the authority to modify the Employee Handbook including Amendment No. 1.

Employee Name (print):

Employee Signature:

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