TEACH

PUBLIC SCHOOLS

2026-2027 Employee Handbook

TEACH INC.
TEACH PUBLIC SCHOOLS
TEACH PREPARATORY SCHOOL
TEACH ACADEMY OF TECHNOLOGIES
TEACH TECH CHARTER HIGH SCHOOL

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SECTION 1 – WELCOME

WELCOME TO TEACH Public Schools!

We are happy to have you join us at TEACH Public Schools. We believe our school is truly unique. We serve a diverse group of talented and hardworking students. We regard the work we do as being of utmost importance. Therefore, we have very high expectations for professionalism and performance for each one of our employees. All employees should treat all individuals, including students, teachers, administrators, volunteers, and family members, with respect, and approach all situations as opportunities to learn.

This handbook has been written to provide you with an overview of TEACH Public Schools, its personnel policies and procedures, and your benefits as a TEACH Public Schools employee.

This handbook is intended to explain in general terms those policies that most often apply to your day-to-day work activities. This handbook cannot anticipate every situation or answer every question about employment, and it is not an employment contract. Employees are expected to read this handbook thoroughly upon receipt, to know and abide by the policies outlined herein, and as revised over time, throughout their employment. No TEACH Public Schools guideline, practice, manual or rule may alter the “at-will” status of your relationship with TEACH Public Schools.

In order to retain necessary flexibility in the administration of its policies, procedures and benefits, TEACH Public Schools reserves the right to change, deviate from, eliminate, or revise the handbook, except for the at-will provisions, at any time, without notice, whenever TEACH Public Schools determines that such action is warranted. For these reasons, we urge you to check with the Human Resources Department to obtain current information regarding the status of any particular policy, procedure or practice. This handbook supersedes and replaces all previous personnel policies, practices and procedures.

I welcome you and wish you great success and fulfillment at TEACH Public Schools.

Sincerely
Matt Brown, Executive Director
TEACH Public Schools

SECTION 2 – GENERAL

This handbook serves as a guide for the employer/employee relationship. This handbook applies to faculty and staff at TEACH Public Schools. The standards of conduct apply to all individuals who work on the school premises including independent contractors, vendors, and visitors. Unless otherwise indicated, a benefit, policy, program, or procedure applies, or is available, to ALL eligible employees.

This handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor or the Human Resources Department. You are responsible for reading, understanding, and complying with the provisions of this Handbook. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

Neither this handbook nor any other TEACH Public Schools document confers any contractual right, either express or implied, to remain in TEACH Public School's employ, nor does it guarantee any fixed term or condition of your employment. Except as otherwise provided in an executed employment agreement, your employment is not for any specified period of time and may be terminated at will, with or without cause and without prior notice, by TEACH Public Schools or you may resign for any reason at any time.

No supervisor or other representative of TEACH Public Schools except the Executive Director or CFO/COO, with the approval of the Board of Directors, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Second, the procedures, practices, policies and benefits described herein may be modified or discontinued from time to time with or without advance notice. We will try to inform you of any changes as they occur.

Finally, this handbook contains proprietary information that should not be disclosed outside TEACH Public Schools, other than to individuals affiliated with TEACH Public Schools whose knowledge of the information is required in the normal course of business.

SECTION 3 – OUR MISSION and VISION

MISSION STATEMENT

At TEACH Public Schools, is to revolutionize education by establishing, operating and supporting schools that inspire a passion for learning and equip students with the knowledge, skills, and character to thrive in an ever-evolving world. We are committed to fostering a culture of innovation, inclusivity, and excellence in every educational institution we create, ensuring that each student reaches their full potential and becomes a positive force for change in society.

VISION STATEMENT

Our vision is to transform communities through education, where every child has access to world-class schools that nurture intellectual curiosity, critical thinking, and a love for lifelong learning. TEACH Public Schools envisions a future where educational equity is realized and innovative teaching practices prepare students to tackle complex challenges, embrace diversity, and contribute meaningfully to their local and global communities. At TEACH Public Schools, we strive to be at forefront of educational excellence, empowering the next generation of the leaders and change-makers to shape a brighter and more compassionate world.

SECTION 4 – EMPLOYMENT

EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

AT WILL EMPLOYMENT

We believe that an employment relationship is successful as long as both parties are mutually satisfied. Accordingly, both you and TEACH Public Schools will have the right to terminate your employment and all related compensation and benefits at any time, with or without cause and with or without notice. In addition, TEACH Public Schools may eliminate or change any term or condition of your employment (including but not limited to your job assignment, duties, or salary) at will, at any time, for any reason not prohibited by law, with or without cause and with or without previous notice.

This is called "employment at will," and no one other than the Executive Director or CFO/COO TEACH Public Schools, with the approval of the Board of Directors, has the authority to alter your 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 Executive Director and CFO/COO. Statements of specific grounds for termination set forth in this Handbook, or elsewhere, are not all-inclusive and are not intended to restrict TEACH Public School's right to terminate at-will.

EQUAL EMPLOYMENT OPPORTUNITY

TEACH Public Schools is an equal opportunity employer. In accordance with applicable law, the School prohibits discrimination against any employee or applicant for employment on the basis of an individual's protected status, including race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), color, religious creed (which includes, without limitation to religious dress and grooming practices), gender, gender identity, gender expression, transgender identity whether or not the employee is transitioning or has transitioned, 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 (including HIV and AIDS), mental disability, medical condition (including cancer and genetic characteristics), use of cannabis/marijuana off the job and away from the workplace, genetic information, age (forty (40) and over), sexual orientation, marital status, registered domestic partner status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), reproductive health decision-making (including but not limited to a decision to use or access a particular drug, device or product or medical services for reproductive health), military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical and other protected leaves, domestic violence victim status, political affiliation, or any other consideration protected by applicable 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. The school will ensure that applicants and employees are treated in all aspects of employment without unlawful discrimination because of these or any other protected basis. Such aspects of employment include, but are not limited to, recruitment, hiring, promotion, demotion, transfer, layoff, termination, compensation, and training.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the school will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to the school. An

applicant or employee who believes they requires an accommodation in order to perform the essential functions of the job should contact Human Resources Department and request such an accommodation, specifying what accommodation they need to perform the job. Although the need for accommodations is determined on a case-by-case basis, generally TEACH Public Schools and the employee or applicant will engage in an interactive process with the employee's or applicant's health care provider(s) to confirm the existence of the condition, its limitations in the workplace, and possible reasonable accommodations, if any. The employee or candidate has an obligation to cooperate with TEACH Public Schools in this process, which may include authorizing TEACH Public Schools to communicate with their health care provider(s).

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

HARASSMENT

It is the policy of TEACH Public Schools to ensure equal employment opportunity without harassment on the basis of race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), color, religious creed (which includes, without limitation, to religious dress and grooming practices), gender, gender identity, gender expression, transgender identity whether or not the employee is transitioning or has transitioned, 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 (including HIV and AIDS), mental disability, medical condition (including cancer and genetic characteristics), use of cannabis/marijuana off the job and away from the workplace, genetic information, age (forty (40) and over), sexual orientation, marital status, registered domestic partner status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), reproductive health decision-making (including but not limited to a decision to use or access a particular drug, device or product or medical services for reproductive health), military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), protected medical and other protected leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

TEACH Public Schools prohibits any such harassment in the workplace. In addition, we prohibit abusive conduct/workplace bullying in the work environment. It is our mission to provide a professional work and learning environment free of harassment, discrimination and/or workplace bullying and that maintains equality, dignity, and respect for all. This policy protects all employees of the school as well as interns, volunteers, and potential employees (applicants). All employees of the school are required to abide by this policy, regardless of position or status, including supervisors, administration, and co-workers. In addition, this policy prohibits unlawful harassment by third parties, including students, parents, vendors or other third parties, who have workplace contact with our employees.

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business or field trips, meetings and business or school-related social events.

<u>What is Harassment?</u>

Harassment can take many forms. As used in this Employee Handbook, the term "harassment" includes all unwelcome conduct that comprises the following behavior pertaining to any of the above protected categories or characteristics: Unlawful Harassment: Prohibited unlawful harassment may include, but is not necessarily limited to, the following behavior pertaining to any of the above protected categories:

o Verbal conduct such as flirting, epithets, derogatory jokes or comments, voicemails, slurs or unwanted sexual advances, sexually suggestive innuendos, conversations regarding sexual activities, 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 disability, or mockery of an accent or a language or its speakers) ("hostile work environment" harassment).
o Disrespectful or unprofessional conduct based on any of the protected categories listed above ("hostile work environment" harassment). o Comments or conduct that consistently target one gender, even if the content is not sexual ("hostile work environment" harassment). o Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, gestures, text messages, posts, social media, instant messages, e¬mails, letters, pictures, or gifts ("hostile work environment" harassment). o Physical conduct such as assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of any protected basis ("hostile work environment" harassment).
o Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors ("quid pro quo" harassment). o Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law and/or school policy. o Sexually harassing conduct does need not to be motivated by sexual desire to be unlawful or to violate this policy and may include situations that began as reciprocal relationships but later ceased to be reciprocal.

<u>What is abusive conduct/workplace bullying?</u>

- Conduct of an employee in the workplace that a reasonable person would find hostile, threatening, intimidating, humiliating and unrelated to an employer's legitimate business interests. Examples may include:

o Use of derogatory remarks, insults and/or epithets
o Verbal or physical conduct that sabotages or undermines a person's work performance that is threatening, humiliating or intimidating

- Bullying, gossip, profanity, abusive conduct and negative comments are destructive to our school culture, create false rumors, disrupt school operations and interfere with the privacy of others.

<u>What is Retaliation?</u>

Retaliation against an individual for reporting or threatening to report harassment, discrimination or for participating in an investigation of a claim of such conduct is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

As used in this policy, "retaliation" means taking any adverse employment action against an employee because the employee engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, reporting or assisting in reporting suspected violations of this policy, cooperating or participating in investigations or proceedings arising out of a violation of this policy, or engaging in any other activity protected by applicable law.

As used in this policy, an "adverse employment action" means conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in further protected activity. Adverse employment actions may include, but are not limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing an employee's work assignments for identifying harassment or other forms of discrimination in the workplace; treating an employee differently such as denying an accommodation; not talking to an employee (the "cold shoulder") when

otherwise required by job duties; or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Any retaliatory adverse action because of a protected activity will not be tolerated. If an employee believes they have been subjected to, has witnessed, or has knowledge of retaliation in violation of this policy, please follow the complaint procedure outlined below.

Responsibility

All TEACH Public Schools employees have a responsibility for keeping our work environment free of harassment, discrimination, retaliation and abusive conduct in accordance with this policy.

Reporting

TEACH Public Schools strongly encourages reporting of all perceived incidents of discrimination, harassment, abusive conduct or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been subjected to such conduct should immediately discuss their concerns with their immediate supervisor, or Human Resources Department. All employees who witness potential violations of this policy, and particularly supervisors, are required to immediately report such incidents to Human Resources. Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding discrimination, unlawful harassment, or retaliation to Human Resources Department. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination. There is no requirement to report your complaint to any designated supervisor within TEACH Public Schools. Select the individual supervisor with whom you feel the most comfortable discussing your complaint. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint.

Every effort will be made to keep such reports as confidential as possible, although confidentiality cannot be guaranteed. TEACH Public Schools is serious about enforcing its policy against discrimination, harassment and retaliation; however, TEACH Public Schools cannot resolve potential violations that it does not know about. Therefore, employees are responsible for bringing any such problems to TEACH Public School's attention so it can take whatever steps are necessary to correct the problems.

All complaints submitted pursuant to this policy can be done in writing or verbally. Your complaint should be specific and should include the names of the individuals involved, the names of any witnesses, and any supporting documentation. Employees may choose to submit their complaints anonymously. Anonymous complaints can be brought to the Human Resources Department in person, or via email: hr@teachps.org

Investigation/Complaint Procedure

All complaints of unlawful harassment, discrimination or retaliation will be promptly investigated.

TEACH Public Schools encourages the prompt reporting of complaints or concerns so that rapid and appropriate remedial action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

TEACH Public School's investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent possible and consistent with

adequate investigation methods and appropriate corrective actions. The school has a compelling interest in protecting the integrity of its investigations. In every investigation, the school has a strong desire to protect witnesses from harassment, intimidation and retaliation, to keep evidence from being destroyed, to ensure that testimony is not fabricated, and to prevent a cover-up. If the School reasonably imposes a confidentiality requirement and you do not maintain such confidentiality, you may be subject to disciplinary action up to and including immediate termination.

All employees are required to fully cooperate with TEACH Public School's investigation, which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of discretion regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.
During the investigation, TEACH Public Schools will provide regular progress updates, as appropriate, to those directly involved. TEACH Public Schools will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected and credibility of the witnesses.

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

Any conduct which TEACH Public Schools believes constitutes harassment, discrimination, abusive conduct, or retaliation in violation of this policy will be dealt with appropriately. Corrective action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as TEACH Public Schools believes is appropriate under the circumstances. Due to privacy protections, the TEACH Public Schools may not be able to fully disclose its entire decision regarding corrective action to the complainant. False and malicious complaints of harassment, discrimination, abusive conduct, or retaliation as opposed to complaints, which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

Conclusion

This policy was developed to ensure that all employees work in an environment free from harassment, discrimination, abusive conduct and retaliation. Any employee who has questions or concerns about these policies should talk with the Human Resources Director or Human Resources Manager.

If you believe you have experienced discrimination or harassment you may file a California Civil Rights Department ("CRD") or Equal Employment Opportunity Commission complaint. For information contact the CRD or EEOC. You may find their phone numbers online at www.eeoc.gov and www.calcivilrights.ca.gov, respectively.

Training Requirements

TEACH Public Schools requires all employees to abide by California's training requirements, which includes training within six months of hire and retraining every two years thereafter. Employees who fail to complete this required training will be subject to disciplinary action, up to and including termination.

WHISTLEBLOWER POLICY

TEACH Public Schools is committed to maintaining a workplace where employees are free to raise good faith concerns regarding certain business practices, specifically: (1) reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court,

agency, law enforcement, or other governmental body; and (3) identifying potential violations of TEACH Public Schools policy, specifically the policies contained in TEACH Public School's Employee Handbook.

An employee who wishes to report a suspected violation of law or TEACH Public Schools policy may do so by contacting the Board Members.

TEACH Public Schools expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against employees who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of TEACH Public Schools. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes that they have been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: Human Resources Director and Human Resources Manager. Any supervisor, manager, or staff member that receives complaints of retaliation must immediately inform the Human Resources Director or Human Resources Manager.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and, in a manner, intended to protect confidentiality to the extent possible, consistent with a full and fair investigation. Information will be disclosed only as it is necessary to complete the investigation and resolve the matter. The Human Resources Director and a member of TEACH Public Schools management will conduct the investigation or designate other internal or external parties to conduct the investigation. The investigating parties may notify the concerned individuals of their findings as appropriate.

OPEN COMMUNICATION POLICY

We want to hear from you. TEACH Public Schools strongly encourages employee participation in decisions affecting their employment and their daily professional responsibilities. Our greatest strength lies in our employees and our ability to work together. We encourage open communication about all aspects of our school and organization. Employees are encouraged to openly discuss with their supervisors any problems or suggestions they believe would make our organization better and stronger. TEACH Public Schools is interested in all our employee's success and fulfillment. We welcome all constructive suggestions and ideas.

Employees who have work-related concerns or complaints are encouraged to discuss them with the Human Resources Department. Employees are encouraged to raise their work-related concerns as soon as possible after the events that cause concern. TEACH Public Schools will attempt to keep the employee's concerns and complaints confidential to the extent feasible. However, in the course of resolving the matter, some dissemination of information to others may be necessary, appropriate, and/or required by law. Employees with concerns or complaints relating to harassment, discrimination or retaliation should follow the reporting procedure outlined in this Handbook.

LACTATION ACCOMMODATION POLICY

TEACH Public Schools provides a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child.

A private location to express breast milk will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. In certain circumstances, a temporary location, multipurpose room, or shared space may be provided in accordance with applicable law. The location will also meet the following requirements: not be a bathroom or restroom; be free from intrusion; be shielded

from view; be safe, clean, and free of toxic or hazardous materials; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. In addition, the school shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's work area. If a refrigerator cannot be provided, the school may provide another cooling device suitable for storing milk, such as a School-provided cooler.

An employee who would like to request an accommodation to express milk should complete an accommodation request form and contact the employee's supervisor or Human Resources Department. The school will engage the employee in an interactive process with the employee to determine when and where lactation breaks will occur, and will respond accordingly, generally within two business days. The school reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Employees requesting an accommodation under this policy should comply with the following requirements:
1. The employee should [complete an accommodation request form and] contact their Human Resources Department to request designation of a location and time to express breast milk under this policy.
2. The requested break time should, if possible, be taken concurrently with other scheduled break periods. Non-exempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

Retaliation for making a lactation accommodation request is strictly forbidden. If the employee believes the employee has been retaliated against it should be reported immediately to Human Resources. Discrimination against and harassment of lactating employees in any form is unacceptable will not be tolerated at TEACH Public Schools and will be handled in accordance with TEACH Public School's policy on discrimination and harassment.

If any employee believes that they have experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may also file a complaint with their supervisor and/or the Labor Commissioner's Office. For more information, contact the Labor Commissioner's Office by phone or visit a local office by finding the nearest one on our website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

PUBLIC RELATIONS

The success of a charter school depends upon the quality of the relationship among the school, its employees, students, parents and the general public. The public impression of TEACH Public Schools and its interest in our school will be formed in part, by TEACH Public Schools employees. Our employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, TEACH Public Schools and our school's services.

Below are several things' employees can do to help leave people with a good impression of TEACH Public Schools.

These are the building blocks for our continued success:

- Communicate with parents regularly
- Act competently and deal with others in a courteous and respectful manner
- Communicate pleasantly and respectfully with other employees at all times
- Follow up on requests and questions promptly, provide business-like replies to inquiries and requests, and perform all duties in an orderly manner
- Respond to email and voicemail within 24 hours during the workweek
- Take great pride in your work and enjoy doing your very best

SECTION 5 - THE EMPLOYMENT PROCESS

EMPLOYEE CLASSIFICATIONS

Each TEACH Public Schools employee is either a “full-time,” “part-time,” or “temporary” employee and either an “exempt” or “non-exempt” employee. Some of the policies and benefits described in this handbook depend on whether the employee is full-time or part-time. Regular full-time employees are those employees regularly scheduled to work 32 or more hours each week. Regular part-time employees are those regularly scheduled to work less than 30 hours each week. Temporary employees are those employed for short-term assignments or in connection with a specific project or event. Temporary employees are not eligible for employee benefits, except those mandated by applicable law.
Every member of the team is designated as a Classified or Certificated employee. Some of the policies and benefits described in this handbook depend on how the employee is designated.

Exempt employees: This category includes all employees who are determined by the school to be exempt from certain wage and hour provisions of state and federal laws. Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work or time off in lieu of additional compensation.

Non-exempt employees: This category includes all employees who are covered by certain wage and hour provisions of state and federal laws. Non-exempt employees are entitled to overtime and double time pay as well as meal and rest breaks, as prescribed by law.

Instructional or Certificated Employees are those employees hired by TEACH Public Schools for the primary purpose of instructing students.
Non-Instructional Employees: includes those employees hired by TEACH Public Schools that do not primarily instruct students, such as administrative, maintenance, assistants and other operational employees.

EMPLOYEE STATUS AND CLASSIFICATIONS

“Employees” may include exempt, non-exempt, regular full-time, regular part-time, and temporary persons.

Exempt
Employees whose positions meet specific criteria established by state and federal law and who are exempt from overtime pay requirements.

Non-Exempt
Employees whose positions do not meet specific criteria established by state and federal law and are paid overtime and double time pay in certain circumstances. Overtime and double time compensation will be paid in accordance with all state and federal laws, which is generally the following:

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

Regular Full-Time
Employees who are regularly scheduled to work 30 or more hours per week are generally eligible for the TEACH Public School’s benefit package, subject to the terms and conditions, and limitations of each benefit program.

Regular Part-Time
Employees who are regularly scheduled to work less than 30 hours per week, and generally not eligible for TEACH Public

School's benefit package except for those required by law.

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

Temporary employees retain that status until they are notified of a change, in writing, by the Human Resources Department.

WORK SCHEDULES

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

TEACH Public Schools reserves the right to assign employees to jobs other than their usual assignment, when necessary, provided the employee is capable of performing the essential functions of the alternate assignment. Non-exempt employees are not allowed to perform work at home or away from the school unless specifically authorized for each occurrence by their supervisor. Non-exempt employees are not to work before or to continue working after their scheduled hours unless specifically assigned by the supervisor. Non-exempt employees are not allowed to work "off the clock." Attendance at school-sponsored functions is not compensated unless the supervisor has required you to attend the function. Employees violating these rules may be subject to disciplinary action up to and including termination.

<u>Instructional Employees:</u>
The normal working hours for instructional employees at the school sites are from 7:30 a.m. to 4:30 p.m. with two ten (10) minute rest breaks and a thirty (30) minute meal break. Instructional employees may be required to work other than the normal hours and to take their lunch breaks and/or rest breaks on a rotating basis so that classes and student activities are always covered. There will occasionally be activities that will require teacher participation outside of regular business hours such as instructional prep, evening and Saturday family workshops or special meetings.

School site leadership must approve any exceptions to the regular work schedule for instructional employees.

<u>Non-Instructional Employees:</u>
School site leadership will determine the normal working hours for non-instructional employees. Non-exempt, non-instructional employees are entitled to two ten (10) minute rest breaks and a thirty (30) minute meal break and are entitled to overtime and double time pay as required by law.

Exempt employees, including Instructional and Non-Instructional employees, will be expected to work the number of hours necessary to complete their assigned responsibilities.

WORKWEEK AND WORKDAY

TEACH Public School's workweek is from Monday at 12:00 A.M. through the following Friday at 11:59 P.M. TEACH Public School's standard workday is 7:30 a.m. to 4:30 p.m. each day.

SCHOOL HOLIDAYS

The school observes 13 paid holidays during the year:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- Farm Workers Day

To be eligible for holiday pay, an employee must be full-time and non-exempt and must work both the business day before and after the holiday. Part-time employees, temporary employees, exempt employees (including, but not limited to, teachers) are not eligible for holiday pay. Exempt employees and teachers will receive their regularly scheduled pay during holidays.

Eligible employees will receive time off with pay at their regular rate of pay on the school- observed holidays listed above. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or following Monday. However, the School may close on another day. Holiday observance will be announced in advance. The school reserves the right to change this policy at any time, with or without notice.

Holiday hours do not count as hours worked for purposes of calculating overtime. For example, if you receive 8 hours of holiday pay on Monday and work 40 hours Tuesday-Saturday (8 hours/day), you will not be eligible for overtime. Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Human Resources Department. The employee may use PTO if the employee has unused PTO available, otherwise the holiday will be unpaid. All steps will be taken to reasonably accommodate a religious holiday (or practice) absent an undue hardship.

To qualify for holiday pay, all employees must work the last scheduled day before and the first scheduled day after the holiday unless the employee is absent:

At the Supervisor’s request/approval Due to closure of schools because of inclement weather Prior to or following Jury Duty or Bereavement Leave Due to a previously scheduled and approved PTO.

ACADEMIC FREEDOM

Academic freedom is not an absolute. It must be exercised within the basic ethical responsibilities of the teaching profession. Those responsibilities include:

- An understanding of our academic traditions and methods;
- A concern for the welfare, growth, maturity and development of children;

The use of accepted scholastic methods; and
Application of good taste and judgment in selecting and employing materials and methods of instruction.

Classroom and School Displays

As a public school, TEACH determines the content displayed in its classrooms and other school-controlled instructional spaces as part of its educational program. Materials displayed by employees in these spaces are made in the course of employment and represent the school rather than the individual employee.
Employee displays in these spaces are limited to: (a) materials directly related to the approved curriculum being taught; (b) student work; (c) required school notices and legally mandated postings; (d) schoolwide programs; and (e) school-sponsored events and activities.
Employees may not display personal flags, signs, symbols, posters, or other materials representing political, religious, ideological, social, or advocacy causes or movements, except where the material is part of the approved curriculum or instruction.
Nothing in this section limits or alters displays required by law, including display of the flag of the United States and the flag of the State of California and the conduct of patriotic exercises.
This section applies to all employees on a viewpoint-neutral basis and is enforced uniformly regardless of the particular cause, position, or movement a display may concern.
Nothing in this section restricts employees' legally protected rights to communicate regarding wages, hours, or other terms and conditions of employment, or to engage in protected concerted or organizing activity.

ATTENDANCE AND PUNCTUALITY

Employees are expected to observe regular attendance and be punctual. Each of our employees is critical to our success. Therefore, regular attendance and punctuality are considered an essential function of all positions. Employees are expected to report to work as scheduled, on time, and prepared to work. Employees also are expected to remain at work for their entire work schedule, except meal periods, rest periods or when required to leave on authorized School business. Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must call, text, or email the site Principal or the Human Resources Department at least one hour before the time you are scheduled to begin working for that day. If you call in less than one hour before your scheduled time to begin work, you will be considered tardy for that day. Absent extenuating circumstances or a medical provider’s order excusing you from work for a period of time, you must call in on any day you are scheduled to work and will not report to work. The school understands that in some cases, advance notice is not possible. In these cases, notify the site Principal or Human Resources Department personally at the earliest possible moment. In some circumstances, you may be required to provide verification of or documentation for your absence.

More than three instances of non-illness related tardiness by any employee during any twelve¬month period are considered excessive. Any unexcused absence is considered excessive.
If you fail to report for work without any notification to the site Principal or Human Resources Department and the absence continues for a period of three business days, the school will determine that you have abandoned your job and voluntarily terminated your employment.

Absences protected by local, state and federal law do not count as violations of this policy. Paid sick time protected under California law does not count as a violation of this policy.
The presence or absence of each employee is of critical importance to the successful operation of the TEACH Public Schools. Regular attendance and punctuality are considered an essential function of each position. Therefore, TEACH Public Schools expects all of its employees to be on time, ready to begin work at the beginning of their day, and to work the full allotted time they are assigned each day.

Absences protected by local, state and federal law do not count as violations of this policy. Paid sick time protected under California law does not count as a violation of this policy.

TIME RECORDS (NON-EXEMPT EMPLOYEES)

Non-exempt employees must accurately complete time records within the school's timekeeping system on a daily basis. Each time record must show the exact time each work period began and ended, the meal periods taken, and your signature. Absences and overtime must be accurately identified on your time record. Any work performed before or after any regularly scheduled work shift must be approved in advance by the employee's supervisor or school leadership. All time actually worked must be recorded. This includes the use of laptops, computers, PDAs or cell¬phones to check work email, voicemail or to send text messages after hours. You cannot record time and/or submit a time record for another employee. Each employee must sign and submit their own time record. Non-exempt employees are not allowed to work "off the clock." Working "off the clock" violates our school's policy. Any errors on an employee's time record should be reported immediately to the employee's supervisor or Human Resources.

Exempt employees must report full days of absence from work.

MEAL AND REST PERIODS (NON-EXEMPT EMPLOYEES)

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

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

<u>Meal Periods</u>

Non-exempt employees (hourly employees) scheduled to work more than five hours in a day are provided a 30-minute uninterrupted duty-free unpaid meal period. The meal period must be taken before the end of the fifth (5th) hour of work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin their meal period no later than 12:00 p.m. (noon). Your supervisor may schedule your meal periods.
The employee may waive this meal period if their workday will be completed within a total of six hours or less. To waive a meal period, the employee must receive prior written approval from the Human Resources Department and complete a "Meal Period Waiver" form.

If an employee's day exceeds ten hours of work time, the employee is entitled to an additional 30-minute uninterrupted duty-free unpaid meal break. The employee may only waive this second meal period if they have taken the required first meal break of at least 30 minutes and their workday will not exceed 12 hours. To waive the second meal period, the employee must receive prior written approval from the Director of Human Resources and complete a "Second Meal Period Waiver" form.

Hours Worked	Number of Rest Periods
0 hours to 5 hours	No meal period
Over 5 hours to 10 hours	1 30-minute meal period
Over 10 hours to 14 hours	2 30-minute meal periods

Non-exempt employees must observe assigned working hours, the time allowed for meal periods, and report any interrupted, missed, late or short meal periods on that days' time record and to the employee's supervisor immediately. The meal period must be accurately recorded on the employee's time sheet. Meal periods are unpaid time and employees are free to leave the premises. Meal periods may not be combined with rest periods or used to come in later or leave earlier on a workday. Non-exempt employees are expected to return to work promptly at the end of any meal period.

Rest Periods

Non-exempt employees are authorized and permitted to take a 10-minute uninterrupted rest period for each four (4) hours of work or major fraction thereof which is defined as any amount of time over two (2) hours. Your supervisor may schedule your rest periods. Rest periods should be taken as close to the middle of a work period as possible and cannot be taken in conjunction with a meal period. Rest periods are paid work time; they cannot be waived by the employee in order to shorten the workday or used towards additional time off. During rest periods, employees are not required to stay on the premises, however, non-exempt employees are expected to return to work promptly at the end of any rest period.

Hours Worked	Number of Rest Periods
3.5 hours to 6 hours	1 10-minute rest period
Over 6 hours to 10 hours	2 10-minute rest periods
Over 10 hours to 14 hours	3 10-minute rest periods

Non-exempt employees must observe assigned working hours, the time allowed for rest periods, and report any missed rest period on the days' time record and to the employee's supervisor immediately. Employees are encouraged to report any concerns regarding meal or rest periods to Human Resources.

In addition to reporting, it on their time record, any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to their supervisor.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an "authorized" meal period at the time provided by TEACH Public Schools), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to handle a call or meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Employees must report the reason for the non-compliant meal or rest period to Human Resources.

PAYDAYS

Paydays at TEACH Public Schools are the 15th OF THE MONTH AND LAST DAY OF EACH MONTH. The Human Resources Department or their designee will distribute checks to those who do not have direct deposit. If a normally scheduled pay day falls on a weekend or holiday, paychecks will be distributed the preceding business day.

A written, signed authorization is required for mail delivery or for delivery of your paycheck to any other person. If you have automatic deposit for your paycheck, your funds will be deposited to the financial institution you requested by the end of business on the scheduled payday. While an automatic deposit may actually credit to your account before your actual “payday,” the school is not responsible for automatic payments or withdraws dated prior to your actual payday and you should not depend on early deposits of your pay.

PAYROLL WITHHOLDINGS

TEACH Public Schools is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Teachers Retirement Service (STRS for eligible credentialed faculty or PERS, if the school participates) and State Disability Insurance from each employee's paycheck as outlined below. Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be delivered, TEACH Public Schools must comply with that order within the time allowed by law and cannot postpone the payroll deduction for any reason. Voluntary deductions, which must be authorized in writing by employees, may include retirement plans, employee portion of insurance premiums, or any other benefit made available to employees.

If an employee believes an error has been made in their pay or deductions TEACH Public Schools will work in good faith to resolve errors as soon as possible. The employee should notify the Human Resources Director of any errors in pay or deductions withheld within seven (7) days from the date paid.

Every deduction from the employee’s paycheck is explained on the check voucher/paystub. If the employee does not understand the deduction, then they should ask the Human Resources Director to explain it. The employee may change the number of withholding allowances they wish to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W-4 form and submitting it to the Human Resources Director.

SECTION 6 - CONDITIONS OF EMPLOYMENT

IMMIGRATION LAW COMPLIANCE

TEACH Public Schools employs only those authorized to work in the United States in compliance with the Immigration and Control Act of 1986. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 no later than the first day of work for pay and present original documentation establishing identity and employment eligibility as outlined on the I-9 instruction forms no later than three business days after they begin work. Former employees who are rehired must also complete the form if they have not completed an I-9 with TEACH Public Schools within the past three years or if their previous I-9 is no longer retained or valid.

CREDENTIAL REQUIREMENTS

If you are a credentialed team member, you must provide copies of your credential, certificate of clearance, transcripts, and test scores prior to your first day of actual work and if already employed, prior to the start of the academic year if applicable. Failure to provide these documents may delay your ability to begin work.

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

If you allow a credential, certificate, registration, or required course deadline to expire, or if you fail re-certification, training, or testing, or otherwise fail to maintain the necessary credential for your assignment, TEACH Public Schools is required to remove you from the work schedule until you meet the necessary requirements for your assignment or renew your credential.

Teachers actively enrolled in a Beginning Teacher Support and Assessment (BTSA) program are eligible for program reimbursement for up to $1,500 per semester for up to 2 school years. Reimbursement must be received for accredited BTSA programs to achieve a Preliminary or Professional Clear Teacher Credential. Reimbursements for the Fall courses will be reimbursed in the Spring (up to 60 days from the start of the Spring Semester), and the Spring Semester will be reimbursed in the Fall (up to 60 days from the start of the Fall Semester). Employees should be in constant communication with the Human Resources Department on their credential status.

TUBERCULOSIS TEST

Before the first day of employment, all new employees must have had a tuberculosis test as described in Education Code 49406 or a TB Risk Assessment (pursuant to AB1667) within the past 60 days. Employees transferring from other public or private schools within the State of California must either provide proof of an examination or a completed Risk Assessment within the previous 60 days or a certification showing that they were examined within the past four (4) years and was found to be free of communicable tuberculosis. The current physician's statement or Risk Assessment must be on file in the office before the first day of employment. Failure to provide documentation on time may result in delay of your ability to begin work or termination.

Results of these tests are strictly confidential. TB Clearance is good for four years and it is the employee’s responsibility to remain in compliance and ensure the school has a valid certificate on file.

The examination for applicants for employment is a condition of initial employment. Therefore, the expense incident thereto shall be borne by the applicant. The cost of the examination required for existing employees shall be a reimbursable expense. Employees should follow the school's reimbursement procedures.

CRIMINAL BACKGROUND CHECK

All employees must have Live Scan fingerprint results on file with TEACH Public Schools in accordance with applicable law. Live Scan fingerprinting will be required of all job applicants, employees, and volunteers as required by California and federal law. These background checks are performed through a fingerprinting service coordinated by the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). Civil or criminal background checks may be also be required of applicants and/or employees based on job duties or any other factors in accordance with applicable law.

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

Employees with adverse background information (such as certain specific criminal conviction) may be ineligible for employment with TEACH Public Schools.

TEACH Public Schools shall also request subsequent arrest notification from the Department of Justice and take all appropriate action based upon such further notification in accordance with applicable law. Additionally, should an employee, during their employment with TEACH Public Schools, be arrested for, charged with, or convicted of any offense, the employee must immediately report as much to Human Resources.
For additional information on background checks, please contact the Human Resources Director.

CHILD ABUSE AND NEGLECT REPORTING ACT

If, within your professional capacity or within the scope of your employment, you observe or gain possession of knowledge that a child has been a victim of child abuse or sexual abuse or neglect, or you reasonably suspect it, California Penal Code Section 11166 requires you to immediately report this information or suspicion to a child protective agency or the police. The report shall be made by phone as soon as possible and a subsequent written report must be sent within 36 hours of your knowledge or suspicion of the abuse. Failure to meet these obligations can result in a monetary fine and/or jail.

While each employee has the responsibility to ensure the reporting of any child, they suspect is a victim of abuse, the employee is not to verify the suspicion or prove that abuse has occurred. It is extremely important that TEACH Public Schools employees comply with the requirements of the Child Abuse and Neglect Reporting Act (CANRA). No mandated reporter can be held civilly or criminally liable for any report required or authorized by CANRA.

The Human Resources Director is available to answer any questions employees may have about their responsibilities under CANRA, or to assist an employee in making a report under CANRA. If an employee makes a report pursuant to CANRA without TEACH Public School's assistance, they are required to notify TEACH Public Schools of the report if it is based on incidents they observed or became aware of during the course and scope of their employment with TEACH Public Schools.

FIRST-AID AND CPR TRAINING

All individuals working unsupervised with children or in a classroom setting (i.e. core teachers, advisors, coaches, non-core teachers, administrators) must receive, renew, and maintain basic first-aid and CPR certification by the first day of school. Any employee required to be first aid certified and hired after the beginning of the school year will be required to provide proof of completion of both First Aid and CPR training prior to the first day of work.

For additional information on the training required, please contact the Human Resources Director.

PERSONNEL FILES

An employee or former employee (or designee) has the right to inspect or receive a copy of their personnel records at reasonable times, at a reasonable place, and on reasonable advance notice to the Human Resources Director. All requests should be put in writing preferably on the form maintained by Administration. If the request includes a request for copies the employee or former employee may be required to pay for the actual costs of copying. Employer will respond to such a request within 30 days of receipt of the written request.

Employees are not entitled to inspect or copy: letters of reference, records that relate to an investigation of possible criminal activity, ratings, reports or records obtained prior to employment, prepared by examination committee members or obtained in connection with a promotional examination.

CHANGES IN EMPLOYMENT

An employee is responsible for notifying the Human Resources Department about changes in the employee's personal information and changes affecting the employee's status (for example, name changes, address or telephone number changes, marriages or divorces, etc.). This notification by the employee must occur as close to the change as possible, but no later than 30 days following the change.

SECTION 7 – PERFORMANCE

EMPLOYEE PERFORMANCE REVIEW

Supervisors will generally conduct performance reviews with all regular full-time and regular part-time employees annually. Supervisors may conduct informal performance reviews and goal setting sessions more often if they choose.

Performance reviews are designed for the supervisor and the employee to discuss their current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, the employee and supervisor discuss ways in which the employee can accomplish goals or learn new skills. The goal setting sessions are designed for the employee and their supervisor to make and agree on new goals, skills, and areas for improvement.

Your performance review and goal setting sessions may or may not have a direct effect on any changes in your compensation. For this reason, among others, it is important to prepare for these reviews carefully, and participate in them fully.

PERFORMANCE EVALUATIONS

Administrative and Classified Staff:

Performance evaluations generally are conducted annually to provide both employees and supervisors with the opportunity to discuss the employee's position, tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving performance. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee an increase in salary or promotional opportunities, or even continued employment.

Teachers:

At the start of each academic year, each Teacher will meet with the principal to establish Performance Objectives for that school year. The Teacher will put these objectives in writing in accordance with a template to be provided by the principal.

The principal will generally evaluate the Teacher's performance at least once a year formally and on an ongoing basis informally. The evaluation will be based on factors including the Teacher's job description, accomplishment of the Performance Objectives, the TEACH Public School's charter, and standards for teaching performance developed by the Human Resources Department the TEACH Public School's Board of Directors, and/or other TEACH Public Schools staff.

In addition to these more formal performance evaluations, TEACH Public Schools encourages you and your supervisor to discuss your job performance on an ongoing basis.

TEACH Public School's provision of performance evaluations does not alter the at-will employment relationship. Nothing in this policy shall limit the right to terminate employment at- will or limit the TEACH Public School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Employment is at the mutual consent of the employee and TEACH Public Schools. Accordingly, either the employee or TEACH Public Schools can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

Basis for Determining Pay

Numerous factors may influence your rate of pay, including but not limited to, education, experience, training and/or the operational needs of the school. It is TEACH Public School's goal to have a current Job Description for each employee that broadly defines the job responsibilities and essential functions for each position.

While TEACH Public Schools strives to complete wage increase determinations on an annual basis, there is no guarantee that employees will receive a salary increase, cost of living adjustment or promotion every school year. Salary increases, cost of living adjustments and promotions are solely within the discretion of TEACH Public Schools and depend upon many factors in addition to performance. Positive performance evaluations do not guarantee increases in salary or promotions. Increases may be determined the basis of various factors including, but not limited to, performance, adherence to school policies and procedures, ability to meet or exceed duties, salary schedules/ranges/bands, achievement of performance goals, or operational factors.

Changes to the amount of an employee's wage or salary will become effective on the first regular pay period following the change.

SECTION 8 - LEAVES

FAMILY MEDICAL LEAVE ACT (FMLA)/CALIFORNIA FAMILY RIGHTS ACT (CFRA)

Eligible employees may request a family and medical 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), have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence. For purposes of FMLA leave, an eligible employee must also be employed at a worksite where there are 50 or more employees of the school within 75 miles. Please check with Human Resources Department to determine whether you are eligible for FMLA/CFRA leave.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use the school's request form, which is available upon request from Human Resources Manager. Failure to comply with this requirement may result in a delay of the start of the leave.

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

1. the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. the care of the employee's spouse, child, parent with a "serious health condition";
3. for CFRA only, the care of the employee's "family member with a "serious health condition";
4. the "serious health condition" of the employee;
5. for FMLA only, the care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
6. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, registered domestic partner (CFRA only) or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces.

For CFRA only, a "family member" includes the employee's spouse, parent, child of any age, registered domestic partner, grandparent, grandchild, sibling, parent-in-law, and a "designated person". A "designated person" is someone else with a blood or family-like relationship with the employee. The employee may identify this person at the time the employee requests a CFRA leave. The employee is limited to one (1) designated person per 12-month period for purposes of a CFRA leave.

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) or (3) above only if due to a serious health condition of a family member as described in paragraph (2) or (3) 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 (4) 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 the Human Resources Manager.

FMLA/CFRA leave is unpaid and both may be taken for up to 12 workweeks during the designated 12-month period (with the exception of FMLA qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how

much family and medical leave time has been taken and therefore determine the amount of leave that is available. FMLA 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 family and medical leave 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 family and medical 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 family and medical leave that is due to your own or a family member's 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 PTO (sick or vacation).

Benefit accrual, such as vacation/PTO, PSL, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During FMLA/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 FMLA/CFRA leave, you may be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or comparable position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. In certain circumstances under FMLA, "key" employees may not be eligible for reinstatement following a family and medical leave. The school will provide written notice to any "key" employee who is not eligible for reinstatement.

If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact Human Resources.

PREGNANCY DISABILITY LEAVE

The school 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 conditions. Employees should make requests for pregnancy disability leave to their supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the school. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

The school 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, the school 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.
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. Employees will be required to use any accrued sick time during any unpaid portion of pregnancy disability leave (e.g. for example, any period in which you are not receiving a wage supplement through the EDD). Employees may also elect to use any accrued vacation/PTO time during any unpaid portion of 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 the school may mutually agree to supplement such benefit payments with available PTO or sick leave.

Benefit accrual, such as vacation/PTO, sick leave, and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave 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.
So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the school with at least one week's advance notice of the date they intend to return to work.

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 they have 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 if the employee would not have otherwise have been employed if leave had not been taken.

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

MILITARY SPOUSE LEAVE

An eligible employee-spouse of a qualified service member is entitled to take ten (10) days of unpaid leave during a period when the spouse or registered domestic partner is on leave from military deployment.

An eligible employee must work an average of 20 hours per week; have a spouse or registered domestic partner who is a member of the Armed Forces, National Guard or Reservices; must provide notice of their intention to take the leave within two (2) business days of receiving official notice that the service member will be on leave from deployment; and submit written documentation certifying that the service member will be on leave during the time the leave is required.

The employee may use accrued vacation/PTO/sick leave during this unpaid time off.

WORKERS' COMPENSATION LEAVE

Employees that are temporarily disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration of your leave will depend upon the rate of your recovery and the medical provider's recommendation. Workers' compensation leave will run concurrently with any other applicable medical leave of absence (i.e., FMLA/CFRA if applicable). Human Resources will reach out to employees that have requested a workers' compensation leave regarding employer provided health insurance benefits. If you have any questions concerning this leave and/or any benefit related questions, please contact Human Resources.

BEREAVEMENT LEAVE

TEACH Public Schools provides time off to eligible employees in the event of the death of a "family member". To be eligible for Bereavement Leave, the employee must be employed for at least thirty (30) days prior to starting Bereavement Leave. If an employee is eligible for Bereavement Leave and the employee experiences the death of a family member, the employee may take up to five (5) days of Bereavement Leave.

For purposes of this policy, a family member is defined as a: spouse, domestic partner, child, parent, parent-in-law, sibling, grandparent and grandchild.

The days of Bereavement Leave do not need to be taken consecutively; however, the employee must use Bereavement Leave within three (3) months of the death of the family member, at which time any remaining unused Bereavement Leave will expire.

Within the first thirty (30) days of the first day of Bereavement Leave, an employee must provide the Human Resources with documentation to support the need for Bereavement Leave which may include a death certificate; a published obituary, verification of death, burial or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution or governmental agency.

Up to five days will paid Bereavement Leave per school year. An employee may elect to use any accrued vacation/PTO for any remaining Bereavement Leave.

REPRODUCTIVE LOSS LEAVE

TEACH Public Schools grants time off to eligible employees in the event you suffer a qualifying reproductive loss event as defined in this policy.

To be eligible for reproductive loss leave, you must be employed for at least 30 days prior to starting leave.

If you are eligible and experience a reproductive loss event, you may take up to five days of reproductive loss leave.

For purposes of this policy, a reproductive loss event is the day, or the final day for a multiple day event, of one of the following:

- Failed adoption: The dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party, if you would have been a parent of the adoptee if the adoption had been completed.
- Failed surrogacy: The dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate, if you would have been a parent of a child born as a result of the surrogacy.
- Miscarriage: May be a miscarriage by you, your current spouse or domestic partner, or by another individual if you would have been a parent of a child born as a result of the pregnancy.
- Stillbirth: May be a stillbirth resulting from your pregnancy, the pregnancy of your current spouse or domestic partner, or another individual if you would have been a parent of a child born as a result of the pregnancy.
- Unsuccessful assisted reproduction: An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure (i.e., artificial insemination or an embryo transfer, including gamete and embryo donation). Assisted reproduction does not include reproduction through sexual intercourse. This event applies to you, your current spouse or domestic partner, or another individual, if you would have been a parent of a child born as a result of the pregnancy.

The days of reproductive leave do not need to be taken consecutively, however, you must complete your reproductive loss leave within three months of your reproductive loss event, or, if prior to or immediately following your reproductive loss event, you are on or choose to go on leave under California's pregnancy disability law, the California Family Rights Act, or any other leave provided by state or federal law, then you may complete your reproductive loss leave within three months of the end of the other leave, at which time any remaining unused reproductive loss leave will expire.

Reproductive loss leave is unpaid; however, you may choose to use previously accrued paid leave time available to you.

If you experience more than one reproductive loss event within a 12-month period, you can receive another five days of reproductive loss leave. You are limited to a total of 20 days of reproductive loss leave within a 12-month period.

Any information provided to TEACH Public Schools related to this leave will be maintained as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

JURY DUTY LEAVE

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits. Either the School or the employee may request an excuse from jury/witness duty if, in the school's judgment, the employee's absence would create serious operational difficulties.

Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any accrued vacation/PTO during jury/witness duty leave.

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

TIME OFF TO VOTE

The school will allow any employee who is a registered voter and does not have enough time outside of working hours to vote in a statewide election up to two (2) hours of work time to vote. If employees are unable to vote in an election during their non-working hours, then the school will grant up to two hours of paid time off to vote. The request must be made at least two (2) working days in advance. The time must be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule unless the school and the employee agree otherwise.

An employee may also serve as an election official on Election Day without being disciplined, however the school will not pay the employee for this time off. Accrued unused vacation/PTO may be paid to the employee for this time off.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off. Nothing in this policy requires the employee to bring their mail (absentee) ballot to work, including mailing such absentee ballot from work.

SCHOOL ACTIVITIES LEAVE

The school encourages employees to participate in the school activities of their child(ren). If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed day care facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or day care facility, to find, enroll or reenroll your child in a school or with a licensed child care provider and/or to address a child care provider or school emergency.

The leave is subject to all of the following conditions:

- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of forty (40) hours each year;
- Unless it is an emergency, employees planning to take time off for school visitations must provide as much advance notice as possible to their supervisor;
- If the School employs both parents, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by their supervisor;
- Employees must use existing vacation/PTO in order to receive compensation for this time off;

- Employees who do not have paid time off available will take the time off without pay.

Documentation of participation may be requested and will be sufficient if it is provided in writing by the school or the licensed child care/day care facility.

SCHOOL APPEARANCE/SUSPENSION LEAVE

If the parent or guardian of a child facing suspension from school is summoned to the school to discuss the matter, the employee should alert their supervisor as soon as possible before leaving work. 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 their supervisor at least two days before the requested time off.

This leave is unpaid but the employee may choose to use accrued vacation/PTO. You will not be discharged or discriminated against because of an absence protected by this law.

CRIME VICTIM LEAVE

Employees are allowed to be absent from work to attend judicial proceedings related to a violent felony, serious felony (as defined by the California Penal Code) or felonies related to theft or embezzlement if:

- The employee is a victim of such a crime;
- An immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child or a registered domestic partner) of an employee is a victim of such a crime;

An employee must give reasonable advanced notice to the school by providing documentation of the proceeding. Documentation may be from any of the following:

- Notice from the court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or
- The victim/witness assistance office advocating on the victim's behalf.

This leave is unpaid but the employee may choose to use accrued vacation/PTO or sick leave. You will not be discharged or discriminated against because of an absence protected by this law.

DOMESTIC VIOLENCE LEAVE/SEXUAL ASSAULT/STALKING LEAVE

If you are a victim of crime or abuse, including domestic violence, sexual assault, stalking, or a crime that caused physical injury or, in certain cases, mental injury, or that caused the death of an immediate family member, you may take time off to obtain or attempt to obtain judicial relief, such as obtaining restraining orders, to help insure your health, safety or welfare or that of your child(ren). Employees may use available vacation /PTO (if applicable). Otherwise, the time off is unpaid. 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. Domestic violence, sexual assault and stalking victim's leave for medical treatment does not exceed or add to the unpaid leave time that FMLA/CFRA allows.

You must give the school reasonable notice unless advance notice is not feasible, and provide certification that you are seeking such assistance.

Certification may be sufficiently provided by any of the following:

- A police report indicating that you were a victim crime or abuse;
- A court order protecting or separating you from the perpetrator of an act of crime or abuse, or other evidence from the court or prosecuting attorney that you appeared in court; or,

- Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider, or counselor that you are undergoing treatment for physical or mental injuries or abuse due to the crime or abuse.
- Any other form of documentation that reasonably verifies the crime or abuse occurred which can include a written statement signed by you or an individual acting on your behalf certifying that the absence(s) is for the purpose authorized under this leave.

Employees have the right to ask the school for help or changes in their workplace to make sure they are safe at work. The school 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. The school 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.

The school will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision. The school will not discharge, discriminate or retaliate against an employee who exercises their rights under this law.

TEACH Public Schools 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 TEACH Public Schools for help or changes in the workplace to ensure safety at work.

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

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

MILITARY LEAVE

California's military leave laws and the Uniformed Services Employment and Reemployment Rights Act ("USERRA") ensure that employees are not adversely affected in their employment after taking leave for military service. Employees who serve in the military and are entitled to a military leave of absence without pay from the school under applicable laws should notify the Human Resources regarding the need for military leave.

Please see the Human Resources Director for more information regarding job reinstatement rights upon completion of military service.

ADULT LITERACY LEAVE

Pursuant to California law, the school 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 the school. The school does not provide paid time off for participation in an adult literacy education. However, you may utilize accrued vacation/PTO if you want compensation for this time off. If you do not have accrued vacation/PTO available, you will be permitted to take the time off without pay.

ORGAN DONOR / BONE MARROW DONOR LEAVE

The school will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person. In addition, the school will provide up to 30 business days of paid leave within a one-year period and up to another 30 business days of unpaid leave within a one-year period to an employee who donates an organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months. You must give as much notice as is practicable and must provide certification of the medical necessity of the procedure. You will be required to use up to ten (10) days of any accrued paid leave sick and/or vacation/PTO for organ donation and up to five (5) days accrued paid leave sick and/or vacation/PTO for bone marrow donation. This leave does not run concurrently with FMLA/CFRA. You must have been employed for at least a 90-day period immediately preceding the beginning of the leave, if otherwise eligible.

You may take this leave incrementally, as medically necessary, or all at one time. All health benefits shall be maintained during this leave to the extent they exist at the time of the leave. This leave shall not be considered a break in service and the employee shall continue to accrue paid time off and other benefits as if they had continued working. The Employee shall be required to pay any portion of their benefits they are currently paying.

An employee shall not have any greater rights during this leave than if they have been actively working during this time but will be reinstated to their same or equivalent job prior to the leave. No employee shall be discriminated or retaliated against for taking an organ donation or bone marrow leave.

DRUG & ALCOHOL REHABILITATION LEAVE

TEACH Public Schools will reasonably accommodate any eligible employee who volunteers to enter and participate in an alcohol or drug rehabilitation program, if the reasonable accommodation does not impose an undue hardship on the school. Reasonable accommodation includes time off without pay and adjusting work hours. You may use accrued and unused vacation/PTO or paid sick leave. All reasonable measures to safeguard your privacy will be maintained.

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

VOLUNTEER CIVIL SERVICE LEAVE/TRAINING

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

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

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

CIVIL AIR PATROL LEAVE

TEACH Public Schools provides eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to 10 days of unpaid leave per calendar year. Leave for a single emergency operational mission will generally be limited to three days unless an extension is granted by appropriate government entities and approved by the school.

To be eligible, employees must have been employed with TEACH Public Schools for 90 days immediately preceding the commencement of leave. Additionally, the School may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave requested or taken.

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

SECTION 9 - BENEFITS

VACATION

School site employees do not earn or accrue vacation time or vacation payout because days off are built into the annual work calendar. Full-time, salaried CMO employees earn vacation time based on the number of years of continuous service in an eligible position. Vacation accrues from the date of hire. Vacation must be approved by a supervisor 30 days in advance. The table below shows annual accrual rates:

Years of Continuous Eligible Service	Annual Time Provided	Maximum Accrual Allowed	Maximum Annual Cash Out Option
1-3 years	15 days	20 days	na
4-6 years	18 days	23 days	
7-9 years	23 days	28 days	
10+ years	26 days	32 days	

SICK LEAVE

All employees accrue six days of sick leave per year.

The school enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave ("PSL") to eligible employees.

Eligible Employees

All employees (including part-time and temporary) who work for the school 30 or more days within a year in California are allotted PSL as set forth in this policy.

Permitted Use

Eligible employees may use their allotted PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee's family member. For purposes of this policy, "family member" means a child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling of the employee or "designated person". "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, regardless of the age or dependency status of the child. "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. A parent may also be someone who accepted the duties and responsibilities of raising the employee when the employee was a minor child, even if they are not the employee's legal parent. "Spouse" means a legal spouse, as defined by California law. A ''designated person" is any individual the employee identifies at the time of the employee requests PSL. An employee is limited to one designated person per 12-month period for purposes of PSL.

Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault, including being a victim of crime or abuse.

Allotment

Eligible employees will be allotted PSL days as follows:

- On July 1 (and on each subsequent July 1), all eligible employees will be allotted 5 days or 40 hours of PSL per fiscal year (July 1-June 30).
- If an employee is hired mid-year, they will receive 5 days or 40 hours of PSL days on their first day of employment for use during the remainder of the employee's first calendar year of employment.

PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 each year for the following fiscal year. PSL days are "use it or lose it" and, as such, do not carry over from year to year.

Limits on Use

Eligible employees may use PSL beginning on the 1st day of employment.

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

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 unused PSL. Unused PSL will not be paid out upon termination.

No Discrimination or Retaliation

The school prohibits discrimination or retaliation against employees for using their PSL.

INSURANCE BENEFITS

Full-time employees are entitled to insurance benefits offered by TEACH Public Schools. These insurance benefits will include medical, dental, vision and life. The school will set a defined contribution towards the employee's insurance premiums that are sponsored by TEACH Public Schools. This amount will be determined on an annual basis. The employee's portion of the monthly premiums will be deducted from the employee's paycheck on a pre-tax basis.

If medical insurance premium rates increase, employees may be required to contribute to the cost of the increase to retain coverage. Unless otherwise mandated by law, employees on a leave of absence may be responsible for selecting continuing health coverage and paying the premium for such coverage through COBRA. If you have any benefit related questions while on a leave of absence, please contact Human Resources via email: hr@teachps.org

COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under TEACH Public School's health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at TEACH Public Schools group rates plus an administration fee. TEACH Public Schools or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under TEACH Public School's health insurance plan. The notice contains important information about the employee's rights and obligations.

SOCIAL SECURITY/MEDICARE

Social Security is an important part of every employee's retirement benefit. The school pays a matching contribution to each employee's Social Security taxes.

STATE DISABILITY INSURANCE (WAGE SUPPLEMENT)

All employees are enrolled in California State Disability Insurance (SDI), which is a partial wage replacement insurance plan for California workers. Employees may be eligible for SDI when they are ill or have non-work-related injuries, or may be eligible for work related injuries if they are receiving workers' compensation at a weekly rate less than the SDI rate. Specific rules and regulations relating to SDI eligibility are available from Human Resources.

PAID FAMILY LEAVE (WAGE SUPPLEMENT)

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). 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.

TEACH Public Schools will require you to take up to two weeks of accrued but unused vacation/PTO prior to your receipt of benefits under the PFL program.

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

WORKER'S COMPENSATION INSURANCE

Eligible employees are entitled to workers' compensation insurance benefits when suffering from an occupational illness or injury. This benefit is provided at no cost to the employee.

If an employee should become injured or in any way disabled on the job, they must report the injury immediately to their supervisor. It is a felony to file a fraudulent or false workers' compensation claim.

SECTION 10 - EMPLOYEE COMMUNICATIONS

COMMUNICATIONS POLICY

Every employee is responsible for using the TEACH Public School's computer system, including, without limitation, its computers, laptops, iPads, tablets, cellular phones, electronic mail (Email) system, telephone, video conferencing, voicemail, facsimile systems and the Internet ("Communications Systems"), properly and in accordance with this policy. Any questions about this policy should be addressed to the Human Resources Department.

The Communication Systems are the property of TEACH Public Schools and have been provided for use in conducting TEACH Public Schools business. All communications and information transmitted by, received from, created, or stored in its Communication Systems are TEACH Public Schools records and property of TEACH Public Schools. The Communication Systems are to be used for school purposes only. Employees may, however, use TEACH Public Schools technology resources for the following incidental personal uses so long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with TEACH Public Schools business, and does not violate any TEACH Public Schools policies:

- To send and receive necessary and occasional personal communications;
- To use the telephone system for brief and necessary personal calls; and
- To access the Internet for brief personal searches and inquiries during meal periods or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

<u>No Expectation of Privacy</u>

TEACH Public Schools has the right, but not the duty, to monitor any and all of the aspects of its Communication Systems, including, without limitation, reviewing documents created and stored on its Communication Systems, deleting any matter stored in its system (including, without limitation, its Email and word processing systems), monitoring sites visited by employees on the Internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing Email, voicemails and instant messages sent and received by users. Further, TEACH Public Schools may exercise its right to monitor its Communications Systems for any reason and without the permission of any employee. Employee use of TEACH Public School's Communication Systems constitutes consent to all the terms and conditions of this policy.

Even if employees use a password to access the Communication Systems (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from TEACH Public School's Communication Systems is not assured. Use of passwords or other security measures does not in any way diminish TEACH Public School's right to monitor and access materials on its Communication Systems, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed upon request to TEACH Public Schools for any reason that TEACH Public Schools, in its discretion, deems appropriate. Further, employees should be aware that deletion of any Email messages, voicemails or files would not truly eliminate the messages from the system. All Email messages, voicemails and other files may be stored on a central back-up system in the normal course of data management.

Employees have no expectation of privacy in anything they view, create, store, send or receive on the Communication Systems.

Notwithstanding the foregoing, even though TEACH Public Schools has the right to retrieve, read and delete any information viewed, created, sent, received or stored on its Communication Systems, Email messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any Email messages that are not sent to them or by them. Any exception to this policy must receive the prior approval of Human Resources Department.

Professional Use of Communication Systems Required

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Emails and other text communications, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write Email communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on TEACH Public Schools letterhead.

Offensive and Inappropriate Material

TEACH Public School's policy against discrimination and harassment, sexual or otherwise, applies fully to TEACH Public School's Communication Systems, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no Email messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other characteristic protected by law. Further, material that is fraudulent, harassing, abusive, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, unlawful, inappropriate, or offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or any other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in TEACH Public School's computers. Employees encountering or receiving this kind of material should immediately report the incident to the Human Resources Department.

TEACH Public Schools may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by TEACH Public Schools networks. Notwithstanding the foregoing, TEACH Public Schools is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an email address on the Internet may lead to receipt of unsolicited email containing offensive content. Users accessing the Internet do so at their own risk. Employees who encounter inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to TEACH Public School's blocking software.

Solicitations

TEACH Public School's Communication Systems may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job-related solicitations except if an employee is engaged in a protected activity related to improving the terms and conditions of their employment. Approval from Human Resources Department is required before anyone can post any information on commercial on-line systems or the Internet.

Licenses and Fees

Employees may not agree to a license or download any material over the Internet for which a registration fee is charged without first obtaining the express written permission of the Human Resources Department.

Employees may not use a TEACH Public Schools Internet connection to download games or other entertainment software, or to play games over the Internet.

Confidential Information

Employees may not transmit information over the Internet or through email that is confidential or proprietary. Employees are referred to TEACH Public School's "Confidential Information" policy, contained herein, for a general

description of what TEACH Public Schools deems confidential or proprietary. When in doubt, employees must consult their immediate supervisor and obtain approval before transmitting any information that may be considered confidential or proprietary.

Copyrights and Trademarks

TEACH Public School's Communication Systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from the Human Resources Department. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor. Any TEACH Public Schools-approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices.

Maintenance and Security of the System

Employees must not deliberately perform acts that waste resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, streaming video or audio files, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related.

To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to TEACH Public School's network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to TEACH Public School's network.

Files obtained from sources outside TEACH Public Schools including disks brought from home; including files downloaded from the Internet, news groups, bulletin boards, or other online services; files attached to email; and files provided by students, parents or vendors, may contain dangerous computer viruses that may damage TEACH Public School's computer network. Employees should never download files from the Internet, accept email attachments from outsiders, or use disks from non- TEACH Public Schools sources, without first scanning the material with TEACH Public Schools-approved virus checking software. If you suspect that a virus has been introduced into TEACH Public Schools network, notify technology personnel immediately.

Violations of this Policy

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

This policy is not intended, nor should it be interpreted, to in any way limit the ability of an employee to:

- Discuss with others the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

Amendment and Modification of this Policy

TEACH Public Schools reserves the right to modify this policy at any time, with or without notice. TEACH Public Schools may require employees to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources.

SOCIAL MEDIA POLICY

TEACH Public Schools has adopted the following policy with regard to employees' behavior on social networking sites including, but not limited to, Facebook, Twitter, LinkedIn, Pinterest, Instagram, Snap Chat and YouTube. If you wish to use networking protocols or set up a social media site as a part of the educational process, please work with your administrators and technology staff to identify and use a restricted, school-endorsed networking platform. Such sites will be the property of the school who will have unrestricted access to, and control of, such sites.

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

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

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the school's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with the school.
- Do not post confidential information (as defined in this Handbook) about the school, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- Confidential information (does not include information about the terms and conditions of your employment, such as wages, benefits, workplace safety and other topics an employee has the right to discuss with other employees under the law. Nothing in this policy prevents an employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the employee may have reason to believe is unlawful.
- While limited and incidental social media activities at work may be tolerated, such social media activities may not interfere with your job duties or responsibilities. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the school's background check procedures.
- Be knowledgeable about and comply with the school's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from the school.
- We encourage you to be fair and courteous to fellow employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the school. We also encourage you to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, customers, suppliers, or other people who work on behalf of the school, or that might constitute harassment or bullying.
- Make sure you always try to be honest and accurate when posting informationor news,

and if you make a mistake, correct it quickly. Please do not post any information or rumors that you know to be false about the school, fellow employees, students, parents, vendors, customers, suppliers, people working on behalf of the school, or competitors.

- Never represent yourself as a spokesperson for the school unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the school, make it clear that you are not speaking on behalf of the school and that your views do not represent those of the school, fellow employees, students, parents, vendors, customers, suppliers, or other people working on behalf of the

school. It is best to use a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the school.”

- Never be false or misleading with respect to your professional credentials.
- Do not take any photos, videos, or other media in the workplace or on theschool’s

premises or at School functions without permission of the school. It is your responsibility to ensure that your posts do not contain any prohibited information, or Confidential Information, including, but not limited to, photos, videos, or other media referencing or relating to student information, even if the student(s) is/are not specifically identified by name but could be easily determined or may be perceived as identifying any student or group of students. Violations may result in disciplinary action, up to and including termination.

- Supervisors who “friend” subordinates on social media accounts (whether personal or School accounts) are responsible for abiding by this policy at all times and immediately reporting any violations of this policy to the Human Resources Department. Failure to do so may result in disciplinary action, up to and including termination.

Employees are not to initiate “friendships” with students or parents. Employees shall not accept students as friends on any personal social networking sites and are to decline any student-initiated friend requests. Employees must delete any students already on their “friends” list immediately. Employees should also be aware that participation in social media, even in a private setting, may not remain private and posts may become public knowledge and/or reported to the school.

Employees should weigh whether a particular posting puts their effectiveness as a school employee at risk. TEACH Public Schools encourages employees to post only what they want the world to see. Imagine that students, their parents, or administrators will visit your site as most information is available to the general public even after it is removed from the site. Employees may not discuss students nor post images that include students.
Employees may not comment on a student's blog or a student’s other social networking commentaries.

Employees may not use trade names, or logos belonging to the school without express written permission of the Executive Director.

In the event you have any questions about whether a particular social media activity may involve or implicate the school, or may violate this policy, please contact the Human Resources Department.
Social media is in a state of constant evolution, and the school recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School employee is responsible for using good judgment and seeking guidance, clarification, or authorization before engaging in social media activities that may implicate this policy.

Failure to comply with TEACH Public School’s social medial policy will result in disciplinary action, up to, and including, immediate termination.
Nothing in this policy is not intended to interfere with, restrain or prevent employees from using social media to:

- Communicate with others regarding wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

EQUIPMENT POLICY

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

Laptop Computers

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

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

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

- Keep the computing device in a locked and secured environment when not being used;
- Do not leave the computing device for prolonged periods of time in a vehicle, especially in extreme temperatures;
- Keep food and drinks away from all computing devices and work areas;
- Do not leave the computing device unattended at any time in an unsecured location (e.g., an unlocked empty classroom or office); and
- Keep the computing device in sight at all times while in public places, such as public transportation, airports, restaurants, etc. Should an employee's computing device be lost or stolen, the employee must:

o immediately report the incident to their immediate supervisor and Chief representative;
o obtain an official police report documenting the theft or loss; and
o provide a copy of the police report to their immediate supervisor or Executive Director.

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

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

The school may add security and other tracking technology to any and all computing devices issued by it and any and all such usage is subject to review, monitoring and auditing by the school.

Non-compliance with any policies or procedures will result in appropriate disciplinary action and/or reimbursement of any and all costs to the school if resulting from an employee's willful misconduct.

LAPTOP COMPUTERS

Each full-time exempt employee receives a laptop computer for use in carrying out day-to-day functions such as lesson planning, email, enhancing classroom instruction, and using school- provided software for administrative duties (i.e. tracking attendance, logging grades, posting comments, etc.). Employee-issued laptops are property of TEACH Public Schools. Employees are required to treat their laptops with great care. Laptops may never be left unattended or in unlocked classrooms. Employees are required to bring their laptop computers home with them each night. Upon termination of employment, employees understand and agree that they must promptly return their school-issued laptop to the school. Employees are responsible for reimbursing the school for the cost of lost or damaged laptops when the loss or damage is due to the willful misconduct of the employee.

Employees acknowledge and understand that TEACH Public Schools is the owner of the laptop and of all information contained on the laptop. Employees are discouraged from keeping personal information on their school-issued laptops or using the laptops for personal use. There should be no expectation of privacy with regard to a school-issued laptop and employees must return their laptop upon request by the school.

CELL PHONE POLICY

Personal cell phone use is not permitted while you are working. Cell phones should be turned off and stored with your other personal belongings while you are working.

Notwithstanding the foregoing, employees may, in the event of an "emergency condition," access their mobile device or other communications device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to verify their safety. For purposes of this policy, an "emergency condition" is defined as:

o Conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or
o An order to evacuate a workplace, a worksite a worker's home, or the school of a worker's child due to natural disaster or a criminal act.

If you are required to perform business on a cell phone for TEACH Public Schools while driving, you must utilize the hands-free option on the cell phone or a headset/earpiece device. Sending, writing, or reading text-based communications on your cell phone while driving a school vehicle or your own vehicle to conduct School business is prohibited. Text based communications include, but are not limited to, text messages, instant messages and email.

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 TEACH Public Schools or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs.

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

If you are assigned a school cell phone to conduct School business, please notify your supervisor if the cell phone is misplaced, stolen, or damaged. Personal calls, received or placed, are not allowed on School cell phones.

This policy is not intended, nor shall it be interpreted, to in any way limit the ability of an employee to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

TELEPHONE CALLS AND TEXTING

While at work and during staff meetings, the employee's undivided attention is expected. Cell phones, texting, and pagers are not allowed so that the activities or discussion are not disturbed. Employees should wait to make personal phone calls during breaks.

PERSONAL PHONE AND PERSONAL CELL PHONE USE

Personal phone calls should not be made or received during working hours. Any such calls must be made during employee breaks. Friends and relatives should be discouraged from calling during business hours unless there is an emergency. All emergency calls should be directed to the main office. When the call is received, the employee will be contacted.

In addition, the use of personal cell phones for placing or receiving calls, sending or receiving text messages, checking

voicemail, or any other form of communication supported by the school's cell phone provider during working hours is strictly prohibited. Cell phones should be placed out of sight and completely silenced to avoid disruption to the learning environment. In the event of a field trip or other class outing where personal cell phones may be used for safety purposes, communication should be limited to school staff only. The school will not be responsible for lost or stolen cell phones or other personal property.

Notwithstanding the foregoing, employees may, in the event of an "emergency condition," access their mobile device or other communications device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to verify their safety. For purposes of this policy, an "emergency condition" is defined as:
o Conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or
o An order to evacuate a workplace, a worksite a worker's home, or the school of a worker's child due to natural disaster or a criminal act.
This policy is not intended, nor shall it be interpreted, to in any way limit the ability of an employee to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or

Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

Personal telephone calls should be made and received during non-teaching times. Personal calling cards or cell phones should be used for long distance personal calls. TEACH Public Schools expects that cell phones will be turned on a silent/meeting answer mode while employees are on the job and includes, but is not limited to, staff meetings and professional development.

Notwithstanding the foregoing, employees may, in the event of an "emergency condition," access their mobile device or other communications device for seeking emergency assistance, assessing the safety of the situation, or communicating with a person to verify their safety. For purposes of this policy, an "emergency condition" is defined as:
o Conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act; or
o An order to evacuate a workplace, a worksite a worker's home, or the school of a worker's child due to natural disaster or a criminal act.

This policy is not intended, nor shall it be interpreted, to in any way limit the ability of an employee to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

NO SOLICITATION/DISTRIBUTION POLICY

In order to minimize non-work-related activities that could interfere with providing quality education, teamwork, and safety, TEACH Public Schools has established the following policy concerning solicitation and the distribution of written materials other than those directly related to the school's business. This policy is not intended, nor should it be interpreted, to in any way limit the ability of an employee to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

Non-employees may not solicit or distribute written materials of any kind at any time on premises that are owned, leased, operated, managed or controlled by TEACH Public Schools.

Employees may not solicit other employees during the workday when either the person doing the solicitation or the person being solicited is engaged in or required to be performing work tasks.

Employees may not distribute written materials of any kind during the workday when either the distributing employee or the employee receiving the materials is engaged in or required to be performing work tasks.

Employees may solicit other employees when both parties are on non-work time. Employees may distribute written materials in non-work areas during non-work time.

The sole exceptions to this policy are charitable and community activities supported and approved by TEACH Public Schools, or if an employee is engaged in a protected activity related to improving the terms and conditions of their employment.

School bulletin boards are the only areas where any merchandise or notices may be placed. Such items must meet the guidelines established by the School and the National Labor Relations Act, if applicable. The site leadership must approve any postings prior to posting.

TEACH Public Schools reserves the right to discontinue any solicitation or distribution if the activities become disruptive to employees or the efficient operation of the school's business.
Employees are required to leave school premises and other work areas at the completion of their workday. Employees are not permitted to enter or remain on school premises or work areas unless the employee is on duty, scheduled for work, coming to or departing from scheduled work, or otherwise has specific authorization from school site leadership.

Definitions
Work time: any time when employees are engaged in or required to be performing work tasks or are otherwise "on the clock." Work time does not include break periods, meal times, or other periods during the workday when employees are properly not engaged in performing their work tasks.

Work areas: all areas controlled by the school where employees are performing work, except employee break areas, and parking lots (non-work areas).

Employee Responsibility
If you have a need to solicit and/or distribute materials on school premises, it must be in compliance with this policy. If you have questions, talk with the Human Resources. If solicitation or distribution is conducted within the parameters of this policy, the manner of activities must not harass or intimidate other employees. If you are subjected to such behavior at any time, report the activity to your supervisor. If solicitation or distribution occurs while you are working, report the activity to the Human Resources Department.

NEPOTISM POLICY

TEACH Public Schools permits the employment of qualified relatives of employees, of the employee's household or immediate family as long as such employment does not, in the opinion of TEACH Public Schools, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, registered domestic partner, child, parent, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, corresponding in-law, "step" relation, adoptive relative, guardian, ward, or any member of the employee's household. "Qualified relative" also includes

persons engaged in amorous relationships, meaning a relation in which persons voluntarily have a physical relationship or are engaged in a romantic courtship (e.g. dating or engaged) that may or may not have been consummated. TEACH Public Schools will use sound judgment in the placement of related employees in accordance with the following guidelines:

A qualified relative is permitted to work in the same department, provided no direct reporting or supervisor-to-subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one qualified relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.

Qualified relatives may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.

Current employees who marry will be permitted to continue working in the same job positions held only if they do not work in direct supervisory relationship with one another or in job positions involving conflicts of interest. If relatives are found to be employed in any of these prohibited job positions, the school will take action to eliminate the conflict, including possibly requiring one or both employees to accept a transfer to another position or to resign. The BOARD OF DIRECTORS must approve any exceptions to this policy.

BUILDING SECURITY/SCHOOL KEYS

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

You will be assigned all appropriate building keys needed to conduct your daily job responsibilities. You are responsible for all keys. Duplication of any school key is not allowed and strictly prohibited. It is against School policy to loan or distribute your assigned keys to another employee or non-employee of the school. If your school keys are lost, misplaced, destroyed, or stolen, you must report it immediately to the Human Resources Department.

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

INTERNAL INVESTIGATIONS & SEARCHES

From time to time TEACH Public Schools may conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are required to cooperate fully with and assist in these investigations if required to do so.

Whenever necessary, in TEACH Public School’s discretion, employees’ work areas (i.e. desks, file cabinets, lockers, etc.) may be subject to a search without notice. Employees are required to cooperate. Because even a routine search for TEACH Public Schools property might result in the discovery of an employee’s personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to TEACH Public Schools. Employees have no expectation of privacy in their work areas.

VIOLENCE IN THE WORKPLACE

TEACH Public Schools has adopted a policy prohibiting workplace violence including a Workplace Violence Prevention Plan. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve or affect TEACH Public Schools or which occur on TEACH Public Schools property will not be tolerated. Examples of workplace violence include, but are not limited to, the following:

All threats or acts of violence occurring on TEACH Public Schools premises, regardless of the relationship between TEACH Public Schools and the parties involved.

All threats or acts of violence occurring off TEACH Public Schools premises involving someone who is acting in the capacity of a representative of TEACH Public Schools.

Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:

- Hitting or shoving an individual
- Threatening an individual or their family, friends, associates, or property with harm
- Intentional destruction or threatening to destroy TEACH Public Schools property
- Making harassing or threatening phone calls
- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapons

TEACH Public School's prohibition against threats and acts of violence applies to all persons involved in TEACH Public School's operation, including but not limited to all personnel, contract, unpaid interns, volunteers and temporary workers and anyone else, including parents on TEACH Public Schools property. Violations of this policy by any individual on TEACH Public Schools property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All employees are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors or to the Human Resources Department.

If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact the law enforcement authorities by dialing 911. Immediately after contacting the law enforcement authorities, the employee must report the incident to Human Resources.

Employees should immediately inform their supervisor or Human Resources Department about any workplace security hazards. If these individuals are not available, the employee should immediately inform any other supervisor so that appropriate action can be taken.
There will be no retaliation against any employee who brings a complaint in good faith under the Violence in the Workplace Policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

In certain circumstances, the school may seek a workplace violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace that is free from acts of violence or threats of violence.

SECTION 11 - STANDARDS OF CONDUCT

PERSONAL STANDARDS

Each employee must be neatly groomed and wear clothing that is professional and appropriate for the employee's position. The principal will inform you of any special clothing requirements. Employees will not be permitted to wear clothing or otherwise present an appearance that may cause disruption, be taken as offensive or reduce productivity. If you are assigned a school uniform, your uniform must be clean and presentable when you report to work.

PUBLIC IMAGE/DRESS CODE

The following items are considered inappropriate working attire for TEACH Public Schools employees:

- Spaghetti-strapped shirts
- Tank tops or revealing
- Short apparel of any kind
- Sheer clothing
- T-shirts with inappropriate or offensive gestures or advertising.
- Leggings and Jeans
- Open-toe shoes of any kind

The principal will be the final arbiter of what is considered to be inappropriate attire. You may be required to return home to change clothing if deemed necessary. Non-exempt employees will not be paid for time away from work to change attire. If management occasionally designates "casual days," appropriate guidelines will be provided to you.

Consult your supervisor if you have any questions regarding appropriate attire.

PERSONAL APPEARANCE/STANDARDS OF DRESS

The Board of Directors believes that teachers and other TEACH Public Schools staff serve as role models. They should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

The Board of Directors encourages staff, during school hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all staff shall adhere to the following standards of dress:

- Clothing and jewelry must be safe and appropriate to the educational environment.
- All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in any apparel that are no higher than three (3) inches above the knee.
- Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, the Executive Director must grant prior approval.
- Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
- All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- For safety purposes, earrings must not dangle more than one (1) inch below the ear.
- Clothing or jewelry that depict and/or promote gangs (as defined in Ed. Code § 35183), drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- Appropriate shoes must be worn at all times.
- Executive Director will be the final arbiter of what constitutes appropriate dress and attire.

DISCIPLINARY PHYSICAL CONTACT WITH STUDENTS

It is the policy of TEACH Public Schools that no teacher or other staff member will use corporal punishment against a student. This prohibition includes spanking, slapping, pinching, hitting, tying, taping, or the use of any other physical force as retaliation or correction for inappropriate behavior.

STAFF-STUDENT INTERACTIONS

Boundaries Defined

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

Acceptable and Unacceptable Behaviors

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

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

Unacceptable Behaviors

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

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the Principal or School Leader. It is recommended that any such gifts be filtered through the Human Resources along with the rationale therefor.
- Kissing of ANY kind
- Massage [Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan.]
- Full frontal or rear hugs and lengthy embraces
- Sitting students on one's lap (grades 3 and above)
- Touching buttocks, thighs, chest or genital area
- Wrestling with students or other staff member except in the context of a formal wrestling program
- Tickling or piggyback rides
- Any form of sexual contact
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- Furnishing alcohol, tobacco products, or drugs or failing to report knowledge of such
- "Dating" or "going out with" a student

- Remarks about physical attributes or physiological development of anyone. This includes comments such as "Looking fine!" or "Check out that [body part]."
- Taking photographs or videos of students for personal use or posting online
- Undressing in front of a student
- Leaving campus alone with a student for lunch
- Sharing a bed, mat, or sleeping bag with a student
- Making, or participating in, sexually inappropriate comments
- Sexual jokes, or jokes/comments with sexual overtones or double-entendres
- 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
- Discussing your personal troubles or intimate issues with a student
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Giving students a ride to/from school or school activities without the express, advance written permission of the Human Resources and the student's parent or legal guardian
- Being alone in a room with a student at school with the door closed and/or windows blocked from view
- Allowing students at your home and/or in rooms within your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or designated school volunteer
- Staff mirroring the immature behavior of minors
- Sending emails, text messages, social media responses, making phone calls, or sending notes or letters to students if the content is not about school activities. Communication via private social media accounts is not acceptable.

<u>Acceptable Behaviors</u>

- Pats on the shoulder or back
- Handshakes
- "High-fives" and hand slapping
- When age appropriate, touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
- Placing TK through second grade students on one's lap for purposes of comforting the child for a short duration only
- Holding hands while walking with small children or children with significant disabilities
- Assisting with toileting of small or disabled children in view of another staff member
- Touch required under an IEP or 504 Plan
- Reasonable restraint of a violent person to protect self, others, or property
- Obtaining formal written pre-approval from Human Resources to take students off school property for activities such as field trips or competitions, including parent's written permission and waiver form for any sponsored after-school activity whether on or off campus
- Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via transparent [non-private] school-based technology and equipment)
- Keeping the door wide open when alone with a student
- Keeping reasonable and appropriate space between you and the student
- Stopping and correcting students if they cross your own personal boundaries, including touching legs, or buttocks, frontal hugs, kissing, or caressing
- Keeping administration informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
- Keeping after-class discussions with a student professional and brief
- Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries

- Involving your supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to: grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
- Making detailed notes about an incident that in your best judgement could evolve into a more serious situation later
- Recognizing the responsibility to stop Unacceptable Behaviors of students and/or co-workers
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
- Prioritizing professional behavior during all moments of student contact

- Asking yourself if any of your actions, which are contrary to these provisions, are worth sacrificing your job and career.

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

Boundaries Reporting

When any staff member, parent, or student becomes aware of a staff member (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a strong suspicion of misconduct, they must report the suspicion to the Human Resources Director promptly. Reasonable suspicion means something perceived in spite of inconclusive or slight evidence. It is based on facts that would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, 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.

Investigating

The Human Resources Director will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior by a staff member, using such support staff or outside assistance, as they deem necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s) including any potential witnesses, as much as possible. The investigating administrator shall promptly notify the Governing Board in closed session of the existence and status of any investigations. Upon completion of any such investigations, the Human Resources Director shall report to the Governing Board any conclusions reached. The investigating administrator shall consult with legal counsel, as appropriate, prior to, during, and after conducting any investigation.

Consequences

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

CUSTOMER & PUBLIC RELATIONS

The school's image in front of students, parents (i.e. our "customers") and the general public is critical to our success. All employees are expected to be prompt, polite, courteous and attentive to our customers and the public. It is possible an employee may come into contact with a dissatisfied or hostile individual based on the nature of the employee's work. If this happens, you should immediately notify your supervisor or the Human Resources Department. We will absolutely not tolerate conduct toward our customers or the general public that might be interpreted as unlawful discrimination or

harassment. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the Human Resources Department

STANDARDS OF CONDUCT AND CIVILITY

At TEACH Public Schools, we are committed to upholding the highest standards of personal integrity and conduct. These standards are based on our dedication to treating people with dignity, respect, and civility, and taking individual and collective responsibility for our conduct. The manner in which we conduct ourselves defines us and how we are perceived by others. As school employees, we also serve as role models to our students.

TEACH Public Schools employees are accountable for integrity in conduct and for the consequences of their actions or inactions. The highest of ethical standards are expected in all matters internal, as well as with students, parents, and the community at large. All TEACH Public Schools employees and any individuals acting on behalf of TEACH Public Schools are required to conduct themselves in compliance with the essence of this Standards of Conduct and Civility policy. Any concerns must be promptly reported to a supervisor or the Human Resources Department. Failure to comply with this policy may result in disciplinary action, up to and including termination.

PROHIBITED CONDUCT

The following is a list of conduct that is prohibited and will not be tolerated by the school. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by the school. Other types of conduct that threaten security, personal safety, employee welfare and/or the school's operations also may be prohibited and will result in disciplinary action up to and including termination.

- Falsification of employment records, employment information, or other School records.
- Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's.
- Theft, deliberate or careless damage or loss of any School property or the property of any employee or customer.
- Provoking a fight or fighting during working hours or on School property.
- Participating in horseplay or practical jokes on School time or on School premises where such conduct might be a safety risk or might be interpreted as offensive.
- Carrying firearms or any other dangerous weapons on School premises at any time or while acting on behalf of the school.
- Violation of the Substance and Alcohol policy.
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening or abusive language toward a supervisor or member of management.
- Unreported absence on scheduled workdays unless otherwise excused.
- Excessive tardiness or absenteeism unless otherwise excused.
- Unauthorized use of School equipment, time, materials, facilities, or the school's name.
- Sleeping or malingering on the job.
- Failure to observe working schedules, including the required rest and meal periods.
- Soliciting other employees for membership, funds, or other similar activity in connection with any outside organization during your working time or the working time of the employee(s) solicited.
- Distributing unauthorized literature or any written or printed material during working time or in work areas. ("Working time" does not include your meal and break periods.)
- Failure to timely notify your supervisor when you are unable to report to work absent extenuating circumstances.
- Failure of an employee to obtain permission to leave work for any reason during normal working hours.
- Abuse of sick leave.
- Violation of the Communication Systems Policy.
- Violation of the Standards of Conduct and Civility Policy.

- Failure to provide a physician's certificate when requested or required to do so.
- Violating the School's PERSONAL APPEARANCE/STANDARDS OF DRESS.
- Breaching Confidentiality.
- Making derogatory racial, ethnic, religious or sexual remarks or gestures; any violation of the Harassment and/or Equal Employment Opportunity policy; or using profane or abusive language at any time on School premises or during working hours.
- Violation of any safety, health, security or School rule.
- Negligence or other conduct leading to the endangerment of harm of a child or children.
- Working overtime without authorization or refusing to work assigned overtime.
- Unsatisfactory j ob performance.
- Willfully or maliciously making false statements regarding any co-worker or submitting a complaint known to be false.

The school will not discipline employees for conduct that relates to employees' ability to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in concerted activity protected under federal, state or local law.

CONFIDENTIAL INFORMATION

You may, during the course of your duties be advised of certain confidential business matters and affairs of the school regarding its business practices, students, suppliers and employees. Your duties may also place you in a position of trust and confidence with respect to certain trade secrets and other proprietary information relating to the business of the school and not generally known to the public or competitors. Such proprietary information includes student information, competitive strategies, marketing plans, fundraising, personnel information and financial information. Confidential information does not include information about the terms and conditions of your employment, such as wages, benefits, workplace safety and other topics you have the right to discuss with other employees under the law. You shall not, either during your employment with the school or any time in the future, directly or indirectly:

- Disclose or furnish, directly or indirectly, to any other person, firm, agency, corporation, client, business, or enterprise, any confidential information acquired during your employment;
- Individually or in conjunction with any other person, firm, agency, School, client, business, or corporation, employ or cause to be employed any confidential information in any manner whatsoever, except in furtherance of the business of the school;
- Without the written consent of the school, publish, deliver, or commit to being published or delivered, any copies, abstracts, or summaries of any files, records, documents, drawings, specifications, lists, equipment and similar items relating to the business of the school, except to the extent required in the ordinary course of your duties.

Nothing in this policy prevents employees from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that they have reason to believe is unlawful. This policy is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Communicate with others regarding the terms and conditions of their employment during non-working times, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engage in protected concerted activity that employees have the right to engage in under federal, state or local law.

Employees shall not use their cell phone or similar device to engage in any form of audio or video recording on school property without the prior written approval of Human Resources Department and the written consent of the individual being recorded.

Upon an extended leave of absence, request from the school or termination of employment, employees are required to immediately return to the school all property of the school in as good condition as when received (normal wear and tear excepted) including, but not limited to, all files, records, documents, drawings, specifications, lists, equipment and supplies, promotional materials, and similar items relating to the business of the school. This policy also encompasses any and all identifying or confidential information of all former and current students which is protected under the Family Educational Rights and Privacy Act.

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

CONFLICTS OF INTEREST

All employees must avoid situations that result in actual or even potential conflicts of interest. Personal, social and economic relationships with competitors, suppliers, customers, parents, or co-employees that may impair an employee's ability to exercise good judgment on behalf of the school or which give the appearance of such impairment create an actual or potential conflict of interest.

TEACH Public Schools expects employees to devote their best efforts to the interests of our school. TEACH Public Schools recognizes your right to engage in activities outside of your employment, which are of a private nature and unrelated to our business. However, outside activities (second jobs, side businesses, clubs, etc.) must not interfere with your ability to fully perform your job duties at TEACH Public Schools or create a conflict of interest with your statutory duty of loyalty to the school. The school prohibits employees from working with another School or external organization that competes with TEACH Public Schools whether as a regular employee or as a consultant.

If you have any questions whether an action or proposed course of conduct would create a conflict of interest, you should immediately contact the Human Resources Department to obtain advice on this issue. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

<u>Outside Employment</u>

If you are a full-time employee, we expect that you devote your full professional effort to your position at TEACH Public Schools. If you wish to participate in outside work activities you are required to obtain written approval from the Human Resources Department prior to starting those activities. Approval will be granted unless the activity conflicts with TEACH Public School's interests. In general, outside work activities are not allowed when they:

- Prevent you from performing work for which you are employed at TEACH Public Schools.
- Involve organizations that are doing or seek to do business with TEACH Public Schools including actual or potential vendors.
- Violate provisions of law or TEACH Public Schools policies or rules.
- When the employee is on a medical leave (FMLA/CFRA/PDL or any other medical leave).

Your obligations to TEACH Public Schools must be given priority. Full time employees are hired and continue employment with the understanding that TEACH Public Schools is their primary employer and that other employment, commercial involvement or volunteer activity that is in conflict with the business interests of the school is strictly prohibited.

This section is not intended, nor should it be interpreted, to in any way limit the ability of employees to:

- Communicate with others regarding the terms and conditions of their employment, including such topics as wages, job performance, workplace safety, workload, supervisors, staffing or other terms and conditions of employment; or
- Otherwise engaging in protected concerted activity that employees have the right to engage in under federal, state or local law.

EXPENSE REIMBURSEMENT POLICY

The school reimburses employees for reasonably necessary business expenses incurred within the course and scope of employment. Employees who have incurred pre-authorized business expenses, including, but not limited to mileage, must submit receipts, invoices, or route information fully documenting the expense. Do not incur expenses without prior authorization via approved purchase order from the CFO/COO of TEACH Public Schools. Employees who have incurred business expenses should submit required receipts to the school business office within 30 days of incurring the expense.

TEACH Public Schools expects employees to act responsibly and professionally when incurring and submitting expenses. The organization will reimburse employees for reasonable expenses on pre-approved business. This includes, for example, travel fares, accommodations, meals, tips, telephone and fax charges, and purchases made on behalf of the organization.

TEACH Public Schools does not pay for local travel to and from the office (regular commute). If employees use their vehicles for business travel, mileage will be reimbursed as per the IRS current mileage rates and for appropriate parking fees. TEACH Public Schools will not be responsible for fuel, maintenance, traffic or parking violations.

<u>General guidelines</u>

- Original receipts are required for reimbursement of all expenses except for per diems. These expenses include:
- Original boarding passes for airplane / train travel
- Credit card receipts
- Detailed merchant receipts

Receipts must be accompanied by a summary which outlines:

- The nature of the expense
- The name and titles of the individuals involved
- The purpose for the expense

Expense summaries must be submitted with receipts and approved by the CFO/COO.
All expenses and summaries must be submitted within 30 days to CFO/ COO for payment.

<u>Travel guidelines</u>

Employees are required to fly coach class with the lowest available airfare for non-stop travel.

If a car rental is required, employees are requested to rent mid-sized or compact vehicles. Employees will be reimbursed for the fuel costs associated with renting a vehicle.

Employees will be reimbursed for reasonable hotel accommodations. Discounted room rates should be requested at the time of room booking.

For work-related trips, employees will be eligible for reimbursement of actual expenses up to a maximum of $750 per day. Reimbursements will not be paid where other meal arrangements are provided. For example, a luncheon included with an event.

The following list includes examples of non-reimbursable expenses:

- Personal travel insurance
- Personal reading materials
- Childcare
- Toiletries, cosmetics, or grooming products

- Expenses incurred by spouses, children, or relatives
- In-room movies or video games
- Sporting activities, shows, etc.
- Alcohol with meals

Any questions related to the content of this policy or its interpretation should be directed to Director of Business Operations.

Cell Phone Reimbursement

All School employees who are required to use their personal cell phones for work-related purposes are eligible for a reimbursement of $35.00 - $50.00 per month for a personal cell phone plan. This amount is intended to cover the proportion of the employee's personal cell phone plan which is used for work purposes. If an employee believes this amount is insufficient, the employee must provide the school with a copy of their most recent cell phone bill in the employee's name (either as the primary account holder or a user of the plan) as valid documentation that the employee has incurred an expense higher than the normal reimbursement. The school may periodically request follow-up documentation to verify that the employee is incurring the expense. If you believe you are entitled to an additional amount, please contact Human Resources.

SECTION 12 - SAFETY

SUBSTANCE AND ALCOHOL POLICY

It is the intent of TEACH Public Schools to promote a safe, healthy and productive work environment for all employees. The school recognizes that the illegal and/or excessive use of drugs and/or alcohol is not conducive to safe working conditions, employees' health, efficient operations or School success.

For purposes of this policy, "illegal drugs" includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, marijuana (including medicinal marijuana, marijuana vaping or other recreational marijuana use), and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). "Drug paraphernalia" means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. "Under the influence" means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, and/or illegal drugs in any detectable manner.

The school complies with all Federal and State regulations regarding drug use while on the job. This policy prohibits the following:

- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol on School property at any time;
- Use, possession, purchase, or offer for sale of illegal drugs, drug paraphernalia, or alcohol while attending a school function or event;

- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on the school's premises;
- Refusing to submit to an inspection or testing when requested by administration;
- Being under the influence of illegal drugs, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on the school's premises and/or attending a school function or event.
- Conviction under any criminal drug statute for a violation occurring in the workplace, including failure to notify the school in writing of employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction; or
- Failure to keep all prescribed medicine in its original container.

Employees taking physician-prescribed medications, which impairs the employee's job performance, (including medical prescribed marijuana) should not report to work. In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to the Human Resources Department. The Director of Human Resources will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect your safety and the safety of other employees and students.

Employees taking physician-prescribed medication which will not impair their job performance may be required to present a statement from the prescribing physician to the employee's supervisor indicating the duration of the prescription and stating that the use of the prescription will not impair the employee's ability to perform their specific job duties. This policy does not require or request the prescribing physician or the employee to identify any prescription drug or the medical condition for which it is prescribed. No employee shall use or have in their possession on the school premises any prescription medication other than medications currently prescribed by a physician for the employee.

TEACH Public Schools will not discriminate against employees for the use of cannabis/marijuana off the job and away from the worksite, nor will TEACH Public Schools take disciplinary action against employees for such use, so long it does not result in the employee being under the influence of marijuana while on the job (e.g., using marijuana off-duty and outside of work and then coming to work while still under the influence/impaired).

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

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

Violation of this Drug and Alcohol Policy may result in disciplinary action, up to and including termination, at the school's sole discretion.

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

Compliance with this Drug and Alcohol Policy is a condition of employment at the school. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection, or follow any prescribed course of substance abuse treatment will result in discipline, up to and including termination.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, the school may report such illegal drug activities to an appropriate law enforcement agency.
The school may require a test by intoxicator, blood test, urinalysis, medical examination of those persons whom the school reasonably suspects of using, possessing, or being under the influence of a drug or alcohol or is acting in such manner that they may harm themselves or another employee during the work day.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. The school shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee of other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

SMOKING

All School buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as cigars, pipes, e-cigarettes, vaping and marijuana. Smoking is prohibited within 20 feet of a school building and within 25 feet of a school playground, whichever is farther.

SECURITY

All employees are responsible for helping to maintain a secure workplace. Be aware of persons loitering for no apparent reason. All staff is expected to question any unknown person seen in the workplace who does not have a visitor's pass. If you are leaving late at night or are in any other situation that presents security concerns or where you do not feel comfortable, please seek the assistance of other employees or call 911. Report any suspicious persons or activities to the Human Resources. Never attempt to force an individual to leave the workplace if s/he is uncooperative. Immediately contact your supervisor or school administrators for assistance or call 911. Secure your desk or work area at the end of the day or when called away from your work area for an extended length of time, and do not leave valuable and/or personal articles that may be accessible in or around your work area. Please report any problems with our security systems to the Human Resources Department

PARKED VEHICLES

Employees are responsible for their own parked vehicles and the personal possessions within while parked on TEACH Public Schools property. Be cautious: keep school property and/or personal possessions out of sight and lock your car. Insuring your vehicle and personal property against loss and damage is recommended for your protection.

USE OF PERSONAL VEHICLE FOR SCHOOL BUSINESS

Personal vehicles used by employees to conduct TEACH Public Schools business must be insured by the employee's personal automobile insurer. TEACH Public School's liability insurance applies on a secondary basis if the underlying personal auto insurance is insufficient. In no event does TEACH Public School's automobile liability insurance coverage pay for damage to the employee's vehicle. Insuring your vehicle against collision damage is recommended for your protection.

PERSONAL AUTOMOBILE

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

PERSONAL PROPERTY

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

SAFETY POLICY

TEACH Public Schools is firmly committed to maintaining a safe and healthy working environment. All employees of the school are expected to be safety conscious on the job at all times. All unsafe conditions or hazards should be corrected immediately. Report all unsafe conditions or hazards to your supervisor or the Human Resources Department immediately, even if you believe you have corrected the problem. If you suspect a concealed danger is present on School premises, or in a product, facility, piece of equipment, process or business practice for which the school is responsible, bring it to the attention of your supervisor or the Human Resources Department immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Human Resources Department regarding the problem.

All workplace injuries and illnesses must be immediately reported to your supervisor and the Human Resources Department.

TEACH Public Schools has in place a written Injury and Illness Prevention Program and a Workplace Violence Prevention Plan as required by law. These documents are located in the main office for review.

ERGONOMICS

TEACH Public Schools has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, the school will make necessary adjustments to an individual's workstation, educate employees on ergonomic safety, and modify processes when deemed necessary to ensure the well-being and safety of our employees. You should report any ergonomic concerns to the Human Resources Department.

CHEMICAL EXPOSURE WARNING

Employees should be aware that work areas might contain chemicals known to the State of California to cause cancer or to cause birth defects or other reproductive harm. If you have any questions or concerns about possible chemical exposure in your work area, contact the Human Resources Department. TEACH Public Schools uses chemicals in some of its operations. Employees should receive training and be familiar with the handling, use, storage and control measures relating to these substances if they will use or likely be exposed to them. Safety Data Sheets (SDS) are available for inspection. Employee must follow all labeling requirements.

SECTION 13 - TERMINATION

VOLUNTARY TERMINATION

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

INVOLUNTARY TERMINATION

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

EXIT INTERVIEWS

All employees who leave employment at TEACH Public Schools will be asked to take part in an exit interview with the Human Resources Department to communicate their challenges and growth while employed at TEACH Public Schools. Information shared during an exit interview will be treated as confidential to the extent possible.

VERIFICATION AND REFERENCE POLICY

disclosures must be directed to the Human Resources Department. Only the Human Resources Department is authorized to provide verifications or references, or disclose personal information, pertaining to current or former employees.

With respect to verification requests, TEACH Public Schools will disclose only the dates of employment and the title of the last position held. TEACH Public Schools will verify or disclose an employee's salary history only if the employee provides written authorization for TEACH Public Schools to provide the information. However, TEACH Public Schools will provide information about current or former employees as required by law or court order. TEACH Public Schools will not provide any letters of reference for current or former employees. Please refer all questions about this policy to the Human Resources Department.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

By my signature below, I acknowledge that I have received a copy of TEACH Public School's 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 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.

I also acknowledge that I have received a copy of TEACH Public School's Harassment, Discrimination and Retaliation Prevention Policy which is in the Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with this policy and all the provisions of the Employee Handbook. I understand that TEACH Public Schools is committed to providing a work environment that is free from harassment, discrimination and retaliation. My signature below certifies that I understand that I must conform to and abide by the rules and requirements described in this policy.

I understand that the Employee Handbook contains important information regarding TEACH Public School's 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 does not provide a binding contract, but provides guidelines for personnel concerning some of TEACH Public School's 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 Human Resources Department 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 Human Resources Department. 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 this Handbook.

TEACH Public Schools reserves the right to modify, alter, add to or delete any of the policies, guidelines or benefits contained in this handbook 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 this employee handbook.

Employee Name (print) _____

Employee Signature _____

Date: _____

Addenda Form A; Non-Exempt Employee Meal Period Waiver Agreement

TEACH Public Schools

NON-EXEMPT EMPLOYEE MEAL PERIOD WAIVER AGREEMENT

Waiver of First Meal Period (Applicable only when workday is 6 hours or less)

- I understand that I am entitled to and acknowledge that TEACH Public Schools provides me with an uninterrupted, unpaid thirty-minute meal period whenever I work more than five hours in a workday. I also understand that my first meal period must start before the end of my fifth hour of work (i.e., 5 hours and 0 minutes on the clock).
- I wish to voluntarily waive my right to a thirty-minute meal period when my workday will be completed in six hours or less.
- I understand that I may revoke this agreement to waive my first thirty-minute meal period at any time, in writing, by providing written notice of revocation to the Human Resources Department. As a result, I understand this waiver will remain in effect each workday unless and until I provide a written notice to the Human Resources Department revoking this waiver.

Acknowledging the above, I hereby voluntarily waive my right to a thirty-minute meal period whenever my workday will be completed in six hours or less. If I wish revoke this waiver, I will notify Human Resources Department immediately.

Second Meal Period (Applicable only when workday is more than 10 hours but not greater than 12 hours)

- I understand that I am entitled to and acknowledge that TEACH Public Schools provides me with a second, uninterrupted, unpaid thirty-minute meal period whenever I work more than ten hours in a workday. I also understand that my second meal period must start before the end of my tenth hour of work (i.e., 10 hours and 0 minutes on the clock).
- I wish to voluntarily waive my right to a second meal period when my workday will be completed in twelve hours or less, provided that I did not waive my first meal period on the same workday.
- I understand that I may revoke this agreement to waive my second meal period at any time, in writing, by providing written notice of revocation to Human Resources Department. As a result, I understand this waiver will remain in effect each workday unless and until I provide a written notice to the Human Resources Department revoking this waiver.

Acknowledging the above, I hereby voluntarily waive my right to a second meal period whenever my workday will be completed in twelve hours or less and I did not waive my first meal period on the same workday. If I wish revoke this waiver, I will notify the Human Resources Department immediately.

Employee Name (print) _____

Employee Signature _____

Date: _____

Addenda Form B; Non-Exempt Employee Meal and Rest Period Reporting Form

TEACH Public Schools
NON-EXEMPT EMPLOYEE
MEAL AND REST PERIOD REPORTING FORM
(ONE FORM FOR EACH APPLICABLE DAY)

Employee Name (Please Print):_____

Date:_____

Date/Time Issue Occurred:_____

Position:_____

Reported Issue(s)/Reason: (CHECK ALL THAT APPLY AND PROVIDE THE CORRESPONDING REASON FOR THE LATE, SHORT OR MISSED MEAL PERIOD AND/OR MISSED REST PERIOD)

Meal Periods	Reason for Missed, Late, Interrupted or Short Meal Period		
□ Missed Meal Period	□ Voluntary	□ Involuntary	□ Other
□ Late Meal Period	□ Voluntary	□ Involuntary	□ Other
□ Interrupted Meal Period	□ Voluntary	□ Involuntary	□ Other
□ Short Meal Period	□ Voluntary	□ Involuntary	□ Other

Rest Periods

□ Missed Rest Period Voluntary □ Involuntary □ Other

Circle/Select Applicable Missed Rest Period: 1 2 3 4

**Voluntary: It was my own choice to refuse an authorized meal or rest period.
Involuntary: Through no choice of my own, I was not able to take a complete and proper meal or rest period.

Please provide details of what happened below regarding your meal period and/or rest period:

_____

_____

I understand that I am entitled to an uninterrupted, thirty-minute meal period whenever I work more than five hours in a workday and that my meal period must begin before the end of the fifth hour of work (unless, for workdays of six hours or less, I voluntarily waived my meal period). I understand that I am entitled to a second, uninterrupted thirty-minute meal period whenever I work more than ten hours in a workday and that my second meal period must begin before the end of the tenth hour of work. I also understand that I am authorized, permitted, and strongly encouraged to take a 10-minute (net) paid rest period for every 4 hours worked or major fraction thereof. If I voluntarily miss a meal or rest period or voluntarily experience a late, short, or interrupted meal period (e.g., it was my own choice to refuse an authorized meal or rest period), I understand that I am not entitled to one hour of premium pay for that meal or rest period. If I involuntarily miss a meal or rest period or involuntarily experience a late, short, or interrupted meal period (e.g., I wasn't allowed to take a proper meal or rest period), I understand that I am entitled to one hour of premium pay for that meal or rest period.

Employee Signature _____ Date: _____

Supervisor's Signature _____ Date: _____

FORM MUST BE SUBMITTED IMMEDIATELY AFTER THE APPLICABLE MEAL OR REST PERIOD OCCURS TO THE HUMAN RESOURCES DEPARTMENT.