



## Welcome to The Cottonwood School

Welcome to The Cottonwood Charter School. Herein below, “TCS” is defined as the charter school in which you are contractually employed.

We are happy to have you join us. Our School is truly unique and serves a diverse group of talented and hardworking students. The work we do is of utmost importance. 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 our School, its personnel policies and procedures, and your benefits as an employee. This handbook is intended to explain in general terms 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 School guideline, practice, manual, or rule may alter the “at-will” status of your relationship with TCS.

In order to retain necessary flexibility in the administration of its policies, procedures, and benefits, TCS reserves the right to change, deviate from, eliminate, or revise the handbook, except for the at-will provisions, at any time, without notice, whenever TCS determines that such action is warranted. For these reasons, we urge you to check with your supervisor 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.

We welcome you and wish you great success and fulfillment at The Cottonwood School.

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# Section 1 - General

This handbook has been written to serve as a guide for the employer/employee relationship. This handbook applies to faculty and staff at TCS. 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 [Human Resources](#). 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 School document confers any contractual right, either express or implied, to remain in TCS employment 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 TCS or you may resign for any reason at any time.*

No supervisor or other representative of TCS except the Executive Director or designee, 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. Further, 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. Up-to-date policies are found on TCS's governing board website.

# Section 2 - Philosophy

TCS exists to educate and elevate children to realize their potential to become extraordinary and active members of society.

## CORE VALUES

The following three core values are what distinguish TCS from other schools:

- Mentoring – to encourage students to forge their paths in the world
- Passionate – to strive for excellence
- Collaborative – to be active, engaging, and contributing team members

## PERMISSION-TO-PLAY VALUES

The following Permission-to-Play values are minimum behavioral standards that all employees must exhibit consistently:

- Innovative
- Dynamic
- Results-oriented
- Data-driven
- Extraordinary
- Confident
- Energetic

## STRATEGIC ANCHORS

To ensure the success of our core purpose and core values, TCS will use the following two strategic anchors to inform every decision TCS makes and the basis for how decisions and actions will be evaluated:

- Academic achievement through relevant curricula, clear expectations, and shared accountability
- Relationship building through mentorship and consistent communication

## SCHOOL-WIDE LEARNING OUTCOMES

All students at TCS strive to achieve the School-wide Learning Objectives (SLOs). Each year, TCS will assess student progress towards attainment of the SLOs and review and revise the SLOs, as necessary. TCS students will be:

Technologically proficient and will:

- Develop media literacy to analyze different information outlets and their influences.
- Navigate various online platforms and participate in virtual discussions.
- Use the Internet to acquire, organize, manipulate, interpret, and communicate information.
- Adapt, integrate, and utilize various emerging online resources in order to compete in the workplace and connect with their passion.

Critical thinkers who will:

- Produce original products through written and/or oral work, problem solutions, or artistic presentation and/or performances.
- Problem-solve through questioning, making inferences, predicting, and hypothesizing.
- Apply learned skills to new situations or problems.
- Take ownership of their learning and modify their performance based on feedback and assessment to attain their goals.
- Focus on learning state-adopted standards and demonstrate mastery in core content areas as evaluated through standardized assessments. (CAASPP, STAR 360).

Effective communicators who will:

- Listen, speak, read, and write proficiently using standard English according to commonly accepted rubrics.
- Articulate thoughts, rationale, and logic with confidence in oral presentation.
- Present work using a variety of media, including drawing, writing, short speech, or digital media.
- Contribute effectively in collaborations during class, office hour discussions, and class discussion forums.

Responsible and self-directed citizens who will:

- Set attainable personal and academic goals through the Individual Learning Plan and the Individualized Graduation Plan.
- Demonstrate integrity and respect within the academic and personal setting.
- Become active members of the community through community service and volunteering.
- Be cognizant of local and global issues.

# Section 3 - Employment

## EMPLOYMENT APPLICATIONS

We rely upon the accuracy of the 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 the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

## EQUAL EMPLOYMENT OPPORTUNITY

TCS is an equal-opportunity employer. In accordance with applicable law, TCS prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived:

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

TCS will ensure that all job 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, discipline, termination, compensation, and training. Additionally, in accordance with applicable law, TCS prohibits all forms of unlawful harassment of a sexual or other discriminatory nature. Any conduct contrary to this policy is prohibited. This policy applies to all applicants and employees of TCS.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, TCS 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 TCS. An applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact [Human Resources](#) and request such an accommodation, specifying what accommodation he or she needs to perform the job. TCS will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request. If you believe you have been subjected to discrimination, please follow the complaint procedure outlined below.

## **POLICY PROHIBITING UNLAWFUL HARASSMENT, DISCRIMINATION, AND RETALIATION**

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

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

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

When TCS receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Executive Director) or the Executive Director or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be

handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. TCS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

#### Prohibited Unlawful Harassment

Verbal conduct such as epithets, derogatory jokes or comments or slurs;

- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

#### Prohibited Unlawful Sexual Harassment

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

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when:

(1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

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

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

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

encouraged to immediately report such harassment to the Executive Director. See **Appendix D** for the “Harassment/Discrimination/Retaliation Complaint Form.” See **Appendix E** for the general “Internal Complaint Form.”

Sexual harassment may include but is not limited to:

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

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

## **AT-WILL EMPLOYMENT**

TCS believes that an employment relationship is successful as long as both parties are mutually satisfied. Accordingly, and with respect to those employees employed via at-will employment

agreements, both the employee and TCS have the right to terminate the employment relationship and all related compensation and benefits at any time, with or without cause or advance notice. In addition, TCS may eliminate or change any term or condition of at-will employment (including but not limited to job assignment, duties, or salary) at any time, and with or without cause or advance notice.

No one other than the Executive Director of TCS, with the approval of the Board of Directors, has the authority to alter the at-will employment 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. Statements of specific grounds for termination set forth in this Handbook, or elsewhere, are not all-inclusive and are not intended to restrict TCS's right to terminate at-will.

## **OPEN COMMUNICATION POLICY**

We want to hear from you. TCS 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. TCS is interested in all our employees' success and fulfillment. We welcome all constructive suggestions and ideas.

We encourage employees to share any work-related concerns or complaints with their supervisor promptly after the event occurs. If necessary, they can then involve Human Resources and, if needed, the Executive Director. It's important to raise concerns as soon as possible after the events that caused them. At TCS, we strive to maintain confidentiality regarding employees' concerns, complaints, and any resulting investigations to the extent possible. However, during an investigation or when resolving the matter, it may be necessary, appropriate, or legally required to share information with others.

## **LACTATION ACCOMMODATION POLICY**

TCS provides a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. For those employees that are working at a school site, TCS will also make a reasonable effort to provide the employee with the use of a room or other private location in close proximity to the employee's work area for the employee to express milk in private. The location will also meet the following requirements: not be a bathroom; be free from intrusion; be shielded from view; be safe, clean, and free of 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, TCS 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, TCS may provide another cooling device suitable for storing milk, such as a School-provided cooler.

In order to request lactation accommodations:

- The employee must complete a [Lactation Accommodation Request Form](#) and contact the

employee's supervisor or [Human Resources](#) to request the designation of a location and time to express breast milk under this policy. TCS will respond accordingly, generally within two business days.

- The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees must 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 she has been retaliated against it should be reported immediately to her supervisor, Human Resources or Executive Director. Discrimination against and harassment of lactating employees in any form is unacceptable, a form of prohibited sex/gender discrimination, will not be tolerated at TCS and will be handled in accordance with TCS's policy on discrimination and harassment. If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's office. For more information, employees may contact the Labor Commissioner's office: [www.dir.ca.gov/dlse/Districtoffices.htm](http://www.dir.ca.gov/dlse/Districtoffices.htm). The Labor Commissioner's office provides an interpreter at no cost to the employee if needed.

## **PUBLIC RELATIONS**

The success of a school depends upon the quality of the relationship among TCS, its employees, students, parents, and the general public. The public impression of TCS and its interest in our school will be formed, in part, by School 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, our School, and our School's services.

Below are several things employees can do to help leave people with a good impression of our School. 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, families, and students at all times.
- Follow up on requests and questions promptly, provide professional and personable replies to inquiries and requests, and perform all duties in an orderly manner.
- Respond to emails and voicemails within 24 hours during the workweek.
- Take great pride in your work and enjoy doing your very best.

## **WHISTLEBLOWER POLICY**

TCS 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 School policy, specifically the policies contained in TCS's Employee Handbook. An employee who wishes to report a suspected violation of law or School Policy may do so by contacting the Executive Director, or [Human Resources](#).

TCS 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 School policy. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes that he or she has 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: the Executive Director, [Human Resources](#). Any supervisor, manager, or human resources staff member that receives complaints of retaliation must immediately inform the Executive Director.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality as much as possible (although confidentiality cannot be guaranteed) and consistent with a full and fair investigation. [Human Resources](#) will conduct the investigation or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings as appropriate.

## **INTERNAL COMPLAINT REVIEW POLICY**

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

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

### **Internal Complaints**

(Complaints by Employees against Employees)

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

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

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

investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns and the need for resolution without fear of adverse consequences to employment.

### **Policy for Complaints against Employees**

(Complaints by Third Parties against Employees)

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

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

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

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

### **General Requirements**

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

# Section 4 – The Employment Process

## EMPLOYEE STATUS AND CLASSIFICATIONS

It is the intent of TCS to clarify the definitions of employment classifications so that employees understand their employment status and benefits eligibility. These classifications do not guarantee employment for any specified period of time.

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

**Full-time employees** are those employees regularly scheduled to work thirty (30) or more hours or more each week.

**Part-time employees** are those regularly scheduled to work less than thirty (30) hours each week.

**Temporary employees** are those employed for short-term assignments or in connection with a specific project or event.

**Exempt employees** are employees who are exempt from the minimum wage and overtime provisions of applicable law. Exempt employees are paid a fixed salary that is intended to cover all of the compensation to which they are entitled. Exempt employees will be expected to work the number of hours necessary to complete their assigned responsibilities. Because they are exempt, such employees are not entitled to additional compensation for extra hours of work.

**Nonexempt employees** are employees whose work is not exempt from applicable law's requirements concerning minimum wage and overtime. Nonexempt employees are entitled to overtime and double-time pay, as well as meal and rest breaks, as prescribed by law.

### Employee Classifications

Every employee is designated as a "Certificated" or "Classified" employee. Some of the policies and benefits described in this handbook depend on how the employee is designated.

**Certificated Employees** are employees who are required to hold a credential to provide service to students in the State of California.

**Classified Employees** are employees who are not required to hold a credential to provide service to students in the State of California.

## 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. Each position at TCS has an annual workday calendar. 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 or your supervisor.

TCS reserves the right to assign employees to jobs other than their usual assignment when necessary, provided the employee is capable of performing the essential functions of the alternate assignment.

Nonexempt employees are not to work before or to continue working after their scheduled hours unless specifically assigned by the supervisor. Nonexempt employees are not allowed to work “off-the-clock.” Attendance at School-sponsored functions is not compensated unless the supervisor has required you to attend. Employees violating these rules may be subject to disciplinary action up to and including termination.

Work calendars are attached to this handbook in **Appendix F**.

### **Power outages**

During a time of possible power outages, employees should ensure their TCS-provided computers and hot spots are powered up. If employees can work safely, they should perform their work tasks. If they experience a power outage and cannot work, the employee should contact their supervisor via cell phone/text, etc.

Please know that nonexempt employees can only be paid for hours worked. Your supervisor will be able to coach you through this process if you are affected by any outages.

## **WORKWEEK AND WORKDAY**

TCS’s workweek begins on Sunday at 12:00 A.M. and ends on the following Saturday at 11:59 P.M. (Pacific Time). TCS’s standard workday shall generally be 8:00AM – 4:30PM (Pacific Time) each day.

## **GENERAL WORK EXPECTATIONS**

Employees must have access to the internet and/or phone for calling/responding to students/parents during the teacher’s scheduled time within twenty-four (24) hours.

## **WORK LOCATIONS**

All employees are required to report to TCS, at its current Sandstone location, to complete their job duties. However, at their request, an employee may be permitted to telecommute, provided they continue to effectively fulfill all job requirements and comply with all School policies, including the telecommuting policy below.

### **TELECOMMUTING POLICY**

The conditions of telecommute work include, but are not limited to, the following:

#### **Eligibility**

Consideration will be given to employees who work in positions adaptable for telework assignments, particularly those who have demonstrated work habits and performance well-suited to successful teleworking. At the sole discretion of the School and its management, the following eligibility factors will be considered:

- The employee has a position where effective communication can be accommodated electronically;
- The employee’s telework assignment will not be detrimental to the productivity or work quality of other employees or the effective operation of the School;

- The employee must be able to perform work from home or an approved remote location without distractions or unnecessary risk to the security of School data, records, networks, or confidentiality generally;
- The employee's equipment and software must meet the School's guidelines/standards, and the employee's needs for Information Technology ("IT") support must be minimal;
- Telework sites must be approved by Human Resources
- The employee must be effective at working independently for extended periods of time;
- The employee has demonstrated or can demonstrate effective time-management skills by completing tasks efficiently and within any required deadlines;
- The employee must maintain connections with work groups or teams from their remote work location; and
- The employee has no recent or pending corrective or disciplinary actions.

#### Availability

As a condition of telecommuting, the employee must be available for contact via telephone and email and perform work during their regular scheduled hours. Unless expressly authorized in advance in writing by their supervisor, nonexempt employees do not have permission to work at any time outside of their scheduled hours. If an employee is unavailable for work during their regular hours, they must notify and obtain advanced written approval from their supervisor.

#### Timekeeping Requirements

Nonexempt employees telecommuting must comply with the School's timekeeping and meal and rest period policies while telecommuting. Specifically, employees must accurately record all hours telecommuting in the School's timekeeping system. This means employees must record all times the employee begins, stops, or resumes telecommuting. Nonexempt employees are also required to take a meal period while telecommuting in accordance with School policies. They must accurately record the start and stop times of each meal period. Employees are not required to record the times of any rest periods but must record the rest periods that were taken. If an employee forgets to record any hours worked or the start and stop times of meal periods or experiences any issues with taking required meal or rest periods, they must immediately report these issues to their supervisor and Human Resources.

#### Security Measures

Employees must continue to follow approved safeguards to protect the School's data, property, records, and assets. All work product done at the home work area will be treated in the same manner as work product from the School's primary location and is the property of the School. All records, computer files, and correspondence must be safeguarded for return to the School's primary site. Computer files must be regularly backed up and saved. Unless otherwise explicitly authorized by a supervisor, all School property must be returned to the School's primary location upon the employee's conclusion of the telecommute work period. The employee is expected to ensure the protection of student and personnel privacy concerns, including, but not limited to ensuring that no private student information requiring protection by FERPA is disclosed to third parties without the parent's/guardian's consent, protecting School computers from access by third persons, keeping confidential information in locked cabinets and any other protective measures in light of the employee's particular position.

#### Workspace Safety

- While working from home, employees shall maintain a clearly defined workspace that is kept clean, orderly, and free from hazardous conditions.
- The work area shall have adequate light so employees may successfully perform the requirements of their job.
- All exits from the worksite shall be free from obstructions.
- All equipment used by employees (both School-provided and employee-owned) shall be in good working condition.

- Employees' desks, chairs, and other equipment must be appropriately designed and arranged to eliminate strain on all parts of the body. Employees shall indemnify TCS for any injury to third parties at a teleworking location.
- If an employee is injured while performing work in the scope of the employee's employment with the School while working at home, the employee shall notify their supervisor immediately. During work hours and while performing work functions in the designated work area of the home, employees are covered by workers' compensation only during agreed-upon work hours.

#### Equipment, Tools, and Materials

- TCS will supply employees with necessary office supplies to perform their job. TCS will not reimburse employees for any additionally purchased supplies without the prior written consent of their supervisor.
- Employees acknowledge that all School-provided equipment and tools required for employees to perform their job remain the property of the School. The School will provide for repairs to School equipment and tools only. Employees are responsible for repairs to any employee-owned equipment or tools they use. Employees are financially responsible for School-owned equipment and tools if any are lost, stolen or damaged because of that employee's intentional conduct, gross negligence, misuse, or abuse.
- No one other than an employee shall use any School-provided equipment or tools for any purpose and employees shall only use School-provided equipment and tools for business purposes.
- Within three (3) days of written notice, employees must return School-owned equipment for inspection, repair, replacement, or repossession.
- If an employee's employment is terminated, the employee agrees to return all School-owned equipment, tools, and materials to the School within forty-eight (48) hours of receiving a shipping label or ability to drop off at a school site.

## **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 essential functions of all positions. If you are unable to report for work on any particular day, you must call your supervisor at least one (1) hour before the time you are scheduled to begin working for that day. If you call in less than one (1) 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. TCS understands that in some cases, advance notice is not possible. In these cases, notify your supervisor personally at the earliest possible moment. In some circumstances, you may be required to provide verification of the reason or documentation for your absence.

More than three (3) instances of tardiness by an 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 your supervisor and the absence continues for a period of three (3) business days, TCS will determine that you have abandoned your job and voluntarily resigned from your employment.

## **PROFESSIONAL DEVELOPMENT**

Employees are expected to attend and participate in all professional development sessions and other school-sponsored training that may be scheduled. While we understand that scheduling conflicts may arise, consistent tardiness, absenteeism, or early departures may result in

disciplinary action.

When an employee attends a school-sponsored professional development and/or training, the time spent in attendance shall be counted as time worked. For virtual attendance, video registration/chat or signing in on a Google Doc/Survey will serve as attendance. For in-person meetings, either online documentation or paper documentation will be required for the purpose of record-keeping. These records will serve as the official roster of attendance.

TCS will pay hourly/nonexempt employees for attendance at mandatory training, lectures, and meetings outside of regular working hours at the employee's hourly rate. As exempt employees, salaried staff may be required to attend training seminars that may be outside of TCS's normal business hours with no additional pay.

In the event that an employee must leave early or is unable to attend a scheduled training (i.e., Professional Development sessions), during their normal work hours, an employee MUST put in a time-off request according to TCS policies. Employees may also be required to attend make-up sessions for any missed training. Failure to comply with this policy may result in disciplinary action.

## **CLASS ADVANCEMENT FOR CERTIFICATED EMPLOYEES**

Salary credit for class placement and advancement will be given once a year. Course credit for class placement and advancement shall be given for any upper-division courses, graduate or post-graduate courses taken at four (4) year colleges (i.e., UCLA Extension), universities, or graduate schools which are accredited by a Regional Accrediting Commission. Other programs must be approved by the Executive Director or designee. Approval will be based on the following criteria:

- Related to education
- Related to the courses the teacher is currently teaching
- Enhance the teacher's teaching abilities

Early childhood or child development courses may only be submitted for class advancement if they have been pre-approved as a course being counted toward fulfilling the TK unit requirement. Class advancement courses will be limited to six (6) total semester units per year. Early childhood and childhood development courses will be limited to twelve (12) total units for the duration of their employment at TCS toward class advancement (the six (6) total semester units per year still applies). Class advancement requests will not be approved for any courses paid for by the School or for courses completed using paid release time.

Approximately five (5) months prior to the end of the current school year, [Human Resources](#) will send employees an email regarding class advancement. Employees anticipating potential class advancement on the salary schedule must reply by the noted deadline on the email and include any information regarding how many units they intend to have completed by June 30. Failure to abide by the deadline may result in the employee not being considered for class advancement.

Official transcripts showing course completion, a letter grade, and number of units awarded must be submitted to [Human Resources](#) by June 30th to be considered for a July 1<sup>st</sup> class advancement. A letter of verification from the college/university verifying course completion and the number of units being awarded may serve as a transcripts substitute for sixty (60) days from the June 30<sup>th</sup> due date in the event that the university is backlogged on issuing transcripts. Semester units granted by an accredited college or university will be acceptable for advancement on the Salary Schedule. Quarter units shall be converted to semester units by multiplying (x) the total quarter units by .667. Continuing Education Units (also known as CEUs), conferences, and open enrollment educator workshops are not an

accepted measure of units for class advancement as they do not have a universal conversion like quarter units.

Employee class is subject to upward and downward revision if the official transcripts and verified experience do not agree with the unofficial information supplied by the employee to [Human Resources](#). New employees must forward required official documents for final class placement to Human Resources within thirty (30) calendar days after acceptance of employment.

## **TIME RECORDS (NONEXEMPT EMPLOYEES)**

By law, TCS is obligated to keep accurate records of time worked by nonexempt employees. Nonexempt employees must accurately complete time records within TCS's time-keeping system on a daily basis.

Nonexempt employees must accurately report work start time, work end time, and unpaid meal periods as this is the only way the payroll processor knows how many hours each employee has worked and how much each employee is owed.

Absences and overtime must be accurately identified on your timecard. Nonexempt employees are not allowed to work "off the clock." This includes the use of laptops, computers, personal devices, or cell-phones to check work email, and voicemail or to send text messages after hours. Employees must record all time actually worked. You cannot record time and/or submit a time record for another employee.

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

Any missing time or errors not corrected by the employee by the timecard approval deadline as indicated on the payroll calendar will be corrected and paid on the next payroll. Employees must immediately contact [Human Resources](#) with any questions concerning their pay so that inadvertent errors can be corrected.

## **OVERTIME**

All nonexempt employees are required to obtain approval from their supervisor prior to working overtime or double-time. Failure to obtain such approval may subject an employee to discipline, up to and including termination.

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. TCS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Executive Director. TCS provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

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

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

## **MEAL AND REST PERIODS**

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5<sup>th</sup> hour of work. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and TCS mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Exempt and/or instructional employees may be required to work other than the normal hours and to take their lunch breaks and/or meal 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 community events or special meetings. Exempt employees will be expected to work the number of hours necessary to complete their assigned responsibilities.

### **Makeup Time**

TCS provides nonexempt employees with the opportunity to make up work time that is missed due to personal obligations. Employees who need to be absent from work due to personal obligations may submit a written request to make up missed work time, provided they satisfy the eligibility requirements and follow the procedures outlined below.

#### **Eligibility**

Nonexempt employees are eligible for make-up time if they obtain prior approval from their supervisors for a written request for make-up time. The school reserves the right, in its sole discretion, to deny a request for make-up time based on the school's operational needs.

Employees' use of make-up time under this policy is entirely voluntary. The school does not encourage, solicit, or require employees to request or use make-up time.

#### **Procedures**

Employees requesting make-up time under this policy must comply with the following procedures:

1. The employee must submit a written request reasonably within 24 hours of the requested time off and indicate what day and time they wish to be absent from work and what day(s) and time(s) the employee wishes to make up for the missed time.
2. The employee must obtain prior written authorization from their supervisor of their request, including an approved schedule for the make-up time.
3. The make-up time must be worked (or made up) in the same workweek when the scheduled time was missed or taken off. Additionally, the scheduled make-up time must not cause the employee's total scheduled work time to exceed 11 hours in any workday or 40 hours in the relevant workweek. The Cottonwood School's workweek begins Sunday at 12:00am and ends Saturday at 11:59pm.
4. If an employee takes the requested time off but is unable to work the scheduled make-up time, the missed work time will generally be unpaid.
5. If an employee works the scheduled make-up time before taking the requested time off, the employee will generally be required to take the time off, even if they no longer need the time off.
6. Time made up under this policy will be compensated at the employee's regular, straight-time pay rate. Apart from the approved and scheduled make-up time under this policy, the regular rules for paying overtime wages will apply.

For more information regarding this policy, please contact [Human Resources](#).

## **PAYDAYS**

Employees are paid semi-monthly on the 10<sup>th</sup> and 25<sup>th</sup> of each month. If a normally scheduled payday 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 an 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,” TCS 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.

If a wage garnishment order is received by TCS for one of our employees, we are obligated by law to comply with the demand. The affected employee will receive notice of wage garnishment from Human Resources as soon as possible.

## **PAYROLL WITHHOLDINGS**

TCS is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Teachers Retirement Service (STRS for eligible credentialed faculty), and State Disability Insurance from each employee’s paycheck as outlined below.

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

Additionally, if a garnishment, tax levy, or an order to withhold child support payments should be delivered, TCS 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, the employee portion of insurance premiums, or any other benefit made available to employees.

If an employee believes an error has been made in his or her pay or deductions TCS will work in good faith to resolve errors as soon as possible. The employee should notify the Business Manager or his or her designee of any errors in pay or deductions withheld within seven (7) days from the date paid.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee’s payroll check, among other options.

In no case shall a deduction made from an employee's payroll check exceed twenty-five percent (25%) of the employee's net disposable earnings for each payroll amount. However, an employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period where it will go into effect.

Every deduction from the employee's paycheck is explained on the check voucher/paystub. If the employee does not understand the deduction, then he or she should ask [Human Resources](#) to explain it. The employee may change the number of withholding allowances he or she wishes to claim for Federal and/or State Income Tax purposes before any pay period by filling out a new W4 form and submitting it to [Human Resources](#).

## **Summer Holdback**

All certificated 11-month employees paid over 22 pay periods are eligible to participate in TCS's Summer Holdback Program. In order to ensure consistent payments throughout the year including during nonwork time, a "summer hold back" program will be in place during the contract. As a result, the employee understands that 9.167% of the employee's net pay will be "held" over the 22 pay periods from July through May. In addition, all mandatory and voluntary deductions will be annualized and withheld over 22 pay periods from July through May. Participating employees will receive the summer holdback reimbursement in 2 installments on the June 25<sup>th</sup> and July 10<sup>th</sup> paychecks. Should an employee terminate employment prior to July 10<sup>th</sup>, the employee will receive all Summer Holdback deductions on their final check.

# Section 5 – Conditions of Employment

## **IMMIGRATION COMPLIANCE**

TCS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, TCS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

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

## **CREDENTIAL REQUIREMENTS**

If you are a credentialed team member, you must provide copies of your credential, official transcripts, and/or test scores prior to your first day of actual work. 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 [Human Resources](#) with verification of renewals. Failure to provide these updated documents to TCS may result in suspension without pay until such time as the necessary documentation has been provided.

If a teacher fails to obtain the appropriate credential or allows a credential, certificate, registration, or required course deadline to expire, or fails recertification, training, or testing, TCS reserves the right to suspend the teacher without pay until the teacher's credential is cleared or terminate employment as necessary.

## **TEACHER INDUCTION**

Please contact [Human Resources](#) to discuss teacher induction and seek guidance on how TCS can assist you in completing these requirements.

## **RESIDENCY REQUIREMENTS**

All employees are required to live and reside in California. Additional residency requirements are defined below based on the Location requirement stated within the employee's job description.

- In-Person/Virtual (Hybrid/Telecommute) – Must live and reside in Northern California
- On-Site – Must be able to commute daily to El Dorado Hills
- Virtual – Must live and reside in California.
- Employees are not permitted to work for TCS while out of the state of California, unless on a pre-approved basis.
- Current out-of-state employees will continue to be offered employment with TCS.

### Relocation within California

Employees who are seeking to relocate (more than 2 weeks) to a residence outside of Northern California are required to submit a formal relocation request letter to [hr@cottonwoodk12.org](mailto:hr@cottonwoodk12.org). This request must be submitted 60 days in advance.

### Relocation out of California

Employees who are seeking to relocate to a residence outside of California will need to resign from their current position. See Voluntary Termination policy for more information.

## TEMPORARY RESIDENCY

All employees who are seeking to relocate with a temporary residence are required to: Write a “Temporary Residency Request” to their supervisor and Executive Director a minimum of 5 days prior to departing their primary residence.

Employees must obtain written approval from their supervisor and Executive Director for the Temporary Residency to be granted. Failure to do so will result in a dock in pay for days absent. Temporary Residency may be approved for a maximum of two weeks and the employee is expected to continue and perform all job duties per their job description, communicate and execute all job duties with students, colleagues, and all work-related entities. Employees are expected to continue to be available between the scheduled hours of 8:00am-4:30pm Pacific Time. Though a temporary residency may not be the norm, employees are encouraged to review the other leave policies outlined in the Employee Handbook that may be deemed more appropriate for the circumstance. Temporary Residency is not to be construed as a vacation. All staff, please refer to the Leave policies for [Human Resources](#) for more clarification.

## 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 he or she was examined within the past four (4) years and was found to be free of communicable tuberculosis. The current health care provider’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 a delay of your ability to begin work or termination.

TB Clearance is good for four (4) years and it is the employee’s responsibility to remain in compliance and ensure TCS has a valid certificate on file.

## CRIMINAL BACKGROUND CHECKS

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include but are not limited to conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much to [Human Resources](#). The employee will be responsible for the fees associated with fingerprinting.

## CHILD ABUSE AND NEGLECT REPORTING ACT

Since our employees work directly with children, they are in a position to detect instances of child abuse and neglect. It is TCS's policy that all employees shall comply with the California State law regarding child abuse reporting procedures. Section 11166 of the California Penal Code mandates the reporting to designated authorities of cases of suspected child abuse as follows:

"Any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident."

While each employee has the responsibility to ensure the reporting of any child he/she suspects is a victim of abuse, the employee is not to verify the suspicion or prove that abuse has occurred. Teachers or staff who become aware of suspected child abuse should report the suspicions as required. All employees are mandated child abuse reporters and will participate in annual training, and follow all applicable reporting laws and the same policies. TCS's Child Abuse and Neglect Policy (See **Appendix A**) will contain detailed policies and procedures for the immediate reporting of suspected child abuse and neglect. All appropriate staff are required to certify knowledge of the policy annually, and employees shall receive mandated reporter training annually. TCS will provide this training, as well as other training, mandated by law during the week before school begins.

It is extremely important that School 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. In addition, any other person who voluntarily reports a known or suspected incident of child abuse or neglect will not incur civil or criminal liability unless it is proven that the report was false, and the person knew the report was false or made the report with reckless disregard of its truth or falsity. Your direct supervisor 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.

Child Abuse Reporting Guidelines and Forms are attached in this Handbook, **Appendix A**. By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

## **PERSONNEL FILES**

An employee or former employee (or designee) has the right to inspect or receive a copy of his or her personnel records at reasonable times, at a reasonable place, and on reasonable advance notice to [Human Resources](#). All requests should be put in writing to [Human Resources](#). If the request includes a request for copies the employee or former employee may be required to pay for the actual costs of copying. TCS has 30 days to produce an employee's personnel file following receipt of the 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 EMPLOYEE INFORMATION**

An employee is responsible for notifying [Human Resources](#) about changes in the employee's personal information and changes affecting the employee's status (ex. 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 6 – Performance

## **PERFORMANCE EVALUATIONS**

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 employee in salary or promotional opportunities, or even continued employment. Salary increases and promotions are solely within the discretion of TCS 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.

### **Certificated Staff:**

The Supervisor or Instructional Administrator will observe the staff member at least once a year and evaluate the certified staff member's performance at least once every three (3) years formally and on an ongoing basis informally. New employees will be evaluated in the first year of employment. The evaluation will be based on factors including the certified staff member's job description, the accomplishment of the Performance Objectives, and standards for teaching performance. In addition to these more formal performance evaluations, TCS encourages you and your supervisor to discuss your job performance on an ongoing basis. TCS reserves the right to formally evaluate an employee at any time.

### **Classified Staff:**

Formal evaluations are generally held once each year. You will be provided a copy of the evaluation tool and as part of the process, you will do a self-evaluation. Your supervisor may schedule your evaluation time in advance so that you are prepared for the process. In addition to these more formal performance evaluations, TCS encourages you and your supervisor to discuss your job performance on an ongoing basis.

# Section 7 – Leaves

Once an employee's leave begins their PTO would be used as wage replacement. This ensures that employees utilize their available paid leave benefits before resorting to an unpaid leave of absence. The specific procedures for requesting and scheduling PTO and leaves of absence can be found in this section of the Employee Handbook. (In the case of pregnancy the use of PTO is an election of the employee).

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

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

- Employee Eligibility Criteria

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

- Events That May Entitle an Employee To FMLA/CFRA Leave

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
  - a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
  - b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least

overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

- c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
- d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.

3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship.

4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.

5. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

- Amount of FMLA/CFRA Leave Which May Be Taken

1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.

2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.

3. The "twelve month period" in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.

4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

- Pay during FMLA/CFRA Leave

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

- Health Benefits

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

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

The School may recover the health benefit costs paid on behalf of an employee during his/her FMLA/CFRA leave if:

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

- Seniority

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

- Medical Certifications

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

- Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the

employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.

2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).

3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.

4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

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

### **Pregnancy Disability Leave**

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

- Employee Eligibility Criteria

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

- Events That May Entitle an Employee to Pregnancy Disability Leave

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

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

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17  $\frac{1}{3}$  weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17  $\frac{1}{3}$  weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17  $\frac{1}{3}$  weeks).

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

- Pay during Pregnancy Disability Leave

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

- Health Benefits

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

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:

- The employee is taking leave under the California Family Rights Act.
  - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
  - There is a non-pregnancy related medical condition requiring further leave.
  - Any other circumstance beyond the control of the employee.
- Seniority

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

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.

2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.

5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:

- a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
- b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).

3. In accordance with [FILL IN] policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.

4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

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

## MILITARY AND MILITARY SPOUSAL LEAVE

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

or if providing notice would be impossible or unreasonable.

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

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

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

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

## 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

TCS 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 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 three (3) days will be paid per Bereavement Leave event. An employee may elect to use any accrued PTO for any remaining Bereavement Leave.

## 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.

Nonexempt 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 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 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 APPEARANCE AND ACTIVITIES LEAVE

As required by law, TCS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of TCS, the

employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g., PTO or sick leave) to be paid during the absence.

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

## 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 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 PTO (if applicable) or accrued PSL. 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.

TCS 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 TCS 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](http://www.dir.ca.gov/dlse/DistrictOffices.htm). The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

## 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 PTO) for organ donation and up to five (5) days accrued paid leave (sick and/or 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

The School 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 PTO or paid sick leave. All reasonable measures to safeguard your privacy will be maintained.

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

# Section 8 – Benefits

## PAID SCHOOL HOLIDAYS

TCS observes nine (9) paid holidays during the year for all staff, and two (2) additional holidays for those who are working on Juneteenth or Independence Day. They are:

- New Year's Day
- Martin Luther King Day
- President's Day
- Cesar Chavez Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

### Eligibility for Paid Holidays

All regular, nonexempt, full-time employees in good standing will receive holiday pay at their regular rate of pay, provided they meet the following conditions:

- Work a full shift on the employee's last scheduled work shift prior to the paid holiday.
- Work a full shift on the employee's first scheduled work shift following the holiday.
- The employee may be eligible if they are unable to work either of these two days due to the following:
  - Supervisor's request/approval
  - Closure of schools because of inclement weather
  - Illness with a doctor's note
  - Jury Duty or Bereavement Leave

Employees will not be entitled to holiday pay in the following circumstances:

- The employee is on an unpaid leave of absence when the holiday occurs.

Nonexempt employees who are eligible for paid holidays but who may be required to work on a holiday will be paid at one and one-half times their regular rate of pay for the hours worked in addition to holiday pay.

### Procedures

Regular, exempt, full-time employees in good standing will receive their regularly scheduled salary during holidays. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday. However, TCS may close on another day. Holiday observance will be announced in advance. Holiday pay is not to be considered hours worked for purposes of calculating overtime. For example, if you receive eight (8) hours of holiday pay on Monday and work forty (40) hours Tuesday-Saturday (8 hours/day), you will not be eligible for overtime.

### Religious Holidays

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 their supervisor. The employee may use paid time off (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 undue hardship.

## **PAID TIME OFF (PTO)**

### Permitted Use

When used within the following guidelines, PTO may be used for vacation, personal time, illness, or time off to care for family or dependents.

### Eligible Employees

Regular full-time (1.0 FTE) employees with a 220+ work year.

### Allotment

#### **Full-Time Certificated Employees (220 Work Days):**

**Accrual Rate:** Beginning July 1 of each year, eligible full-time certificated 220 work days employees will accrue at a rate of 1 hour per pay period worked during the contract year, July 1 to June 30.

**Annual Cap:** Employees will be capped at an annual maximum of 24 PTO hours earned per contract year, July 1 to June 30.

**Rollover Maximum:** If an employee does not use their PTO in the year in which it is accrued, they may roll their PTO leave balances forward year-to-year up to a maximum of 40 hours. When they reach this number, they stop accruing PTO until their balance goes below the carryover cap of 40 hours.

#### **Full-Time Classified Employees:**

**Accrual Rate:** Beginning July 1 of each year, full-time classified employees will accrue at a rate of .0308 per hour worked during the contract year, July 1 to June 30.

**Annual Cap:** Classified employees will be capped at an annual maximum of 64 PTO hours earned per contract year, July 1 to June 30.

**Maximum Cap:** If an employee does not use their PTO in the school year in which it is accrued, they may roll their PTO leave balances forward year-to-year up to a maximum of 96 hours. When they reach this number, they stop accruing PTO until their balance goes below the carryover cap of 96 hours.

#### **Full-time Employees (190-215 work days) and Part-time Employees:**

PTO will not be earned or accrued by certificated employees below 220 days. Current unused PTO

balances must be exhausted prior to taking any other paid or unpaid leave.

### Limits on Use

PTO may be taken in increments as small as 2 hours.

### Notification

Requests to use PTO days by these employees must be submitted in writing at least 2 weeks in advance to their supervisor. In the case of illness or emergency you are required to contact your immediate supervisor at least one (1) hour before your shift begins, if possible or otherwise as soon as practicable. Your supervisor uses his/her discretion to approve PTO without advance notice.

Although TCS will attempt to accommodate extended PTO (in excess of five (5) days) requests to the greatest extent possible, there is no guarantee that any given extended PTO request will be granted.

### Termination

Upon termination of employment, eligible employees will be paid for all accrued, unused PTO time at their current rate of pay. Employees are not entitled to pay in lieu of taking PTO except upon termination of employment.

As with all of its policies and procedures, TCS reserves the right to modify, alter, or otherwise eradicate this policy at its sole and absolute discretion to the extent allowed by law.

## **SICK LEAVE**

TCS 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 teachers, part-time and temporary employees) who work for TCS more than thirty (30) 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, or sibling of the employee or a designated person (i.e., one who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship). Employees are limited to one (1) designated person per twelve (12) month period. "Child" means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee's spouse or registered domestic partner. "Spouse" means a legal spouse, as defined by California law.

Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

## Allotment

Sick days are accrued as set forth below to eligible employees:

### Full-Time Certificated Employees

**Accrual Rate:** Beginning July 1 of each year, eligible employees will accrue at a rate of 1 hour for every 21.6675 hours worked during the contract year, July 1 to June 30.

The following chart outlines the sick time rules based on the employee's assigned work days. This chart is assumed at a full-time employee's work schedule.

Work Days	Annual Cap	Rollover Maximum	Maximum Use Per Year	Unused Sick Bank Maximum Balance
190 work days	80 hours	144 hours	144 hours	Unlimited
195 work days	80 hours	144 hours	144 hours	Unlimited
200 work days	88 hours	144 hours	144 hours	Unlimited
205 work days	88 hours	144 hours	144 hours	Unlimited
210 work days	88 hours	144 hours	144 hours	Unlimited
215 work days	96 hours	144 hours	144 hours	Unlimited
220 work days	96 hours	144 hours	144 hours	Unlimited

**\*Annual Cap:** This is the total number of hours you will be allowed to accrue in any given contract year, July 1 to June 30.

**\*Rollover Maximum:** Any accrued and unused sick hours will be rolled over on July 1 up to the rollover maximum. Once an employee reaches their maximum rollover balance they stop accruing sick time until their balance goes below the maximum balance.

**\*Maximum Use Per Year:** This is the total amount of sick hours an employee is allowed to use in any given contract year.

**\*Unused Sick Bank:** Any accrued and unused sick over exceeding the rollover maximum amount will be transferred to an unused sick bank for the purposes of STRS retirement use.

### Full-Time Classified Employees

**Accrual Rate:** Beginning July 1 of each year, eligible employees will accrue at a rate of 1 hour for every 21.6675 hours worked during the contract year, July 1 to June 30.

The following chart outlines the sick time rules based on the employee's assigned work days. This chart is assumed at a full-time employee's work schedule.

Work Days	Annual Cap	Rollover Allowed	Maximum Balance
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225 work day	96 hours	Yes	144 hours
238 work day	96 hours	Yes	144 hours

### Part-Time Employees

**Accrual Rate:** Beginning July 1 of each year, eligible full-time classified employees will accrue at a rate of 1 hour for every 21.6675 hours worked during the contract year, July 1 to June 30.

Work Days	Annual Cap	Rollover Allowed	Maximum Balance
190 work days	40 hours	Yes	Unlimited
238 work days	40 hours	No	40 hours

### Temporary Employees

**Accrual Rate:** Temporary employees accrue 1 hour for every 30 hours worked up to a maximum of 24 hours.

#### Limits on Use

Eligible employees may use paid sick leave time beginning their first day of employment. PSL may be taken in minimum increments of 2 hours. If an exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use PSL 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. If you are out using sick time for more than five (5) consecutive days a doctor's note is required to return to work.

#### Termination

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

#### No Discrimination or Retaliation

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

### Prior Unused Sick Leave (Harvested Sick)

TCS will accept the transfer of accrued and unused sick leave from prior California charter schools and school district employers, within the first 90 days of employment. Acceptance of sick leave is subject to participation and verification by the prior school employer.

#### Eligible Employees

Certificated employees participating in CalSTRS.

#### Permitted Use

Prior Unused Sick Leave is collected for the main purpose of providing a benefit to our CalSTRS contributing employees for use at the time of retirement to convert unused sick leave to service credit. See [CalSTRS Service Credit](#).

### Limits on Use

Eligible employees may only use Prior Unused Sick leave time once their TCS paid sick and PTO leave has been exhausted, not to exceed eighty (80) hours in a school year.

### Notification

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

### Termination

Employees will not receive pay in lieu of unused Prior Unused Sick Leave. Unused Prior Unused Sick Leave will not be paid out upon termination.

## **PAID SICK LEAVE DONATION POLICY**

TCS recognizes that employees may have a family emergency or be affected by a major disaster, resulting in a need for additional time off in excess of their available sick time. To address this need, all eligible employees will be allowed to donate accrued paid sick hours from their unused balance to their co-workers in need of additional paid time off, in accordance with the policy outlined below. This policy is strictly voluntary.

### Eligibility

Employees must be employed with TCS for a minimum of one year to be eligible to donate and/or receive donated sick time.

### Guidelines

Employees who would like to make a request to receive donated sick time from their co-workers must have a situation that meets the following criteria: Medical emergency, defined as medical condition of the employee or an immediate family member; or death of an immediate family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available. An immediate family member is defined as a spouse, child or parent.

### Donation of Sick Time

1. The donation of sick time is strictly voluntary.
2. Donated sick time will go into a leave bank for use by eligible recipients.
3. Recipient identity will not be disclosed to donating employees.
4. The donation of sick time is on an hourly basis, without regard to the dollar value of the donated or used leave.
5. The minimum number of sick hours that an eligible employee may donate is 4 hours per calendar year; the maximum is 40 hours while maintaining a sick leave balance of at least twenty-four (24) hours.
6. Employees cannot borrow against future sick time to donate.
7. Employees will be given the opportunity to donate sick time annually during benefits open enrollment. The donated sick time will be transferred from the

- donor to the leave pool on July 1st.
8. Employees who are currently on an approved leave of absence cannot donate sick time.
  9. The donation of sick time is final upon submission of a signed Donation of Sick Leave form.
  10. Donated hours not used by the eligible employee during the hardship period shall remain in the eligible employee's PSL account balance.

#### Requesting Donated Sick Time

- Employees who would like to request donated sick time are required to complete a Donations of Sick Time Request Form and submit it to Human Resources.
- Requests for donations of sick time must be approved by Human Resources, the employee's supervisor, and the Executive Director.
- If the recipient employee has available sick or PTO time in their balance, this time will be used prior to any donated sick time. Donated sick time may only be used for time off related to the approved request.
- Employees who receive donated sick time may receive no more than 480 hours (12 weeks) within a rolling 12-month period.
- Nothing in this policy will be construed to limit or extend the maximum allowable absence under the Family and Medical Leave Act.

### **UNPAID LEAVE**

TCS recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

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

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused PTO time, provided that the PTO was earned prior to the commencement of leave. No PTO time is accrued during any type of unpaid leave of absence.

To the extent permitted by law, any unpaid leave granted under this policy the employee must use any and all PTO as a condition of being granted the leave.

### **INSURANCE BENEFITS**

#### Eligibility

Full-time employees regularly scheduled to work for TCS at least thirty (30) hours per week are entitled to insurance benefits offered by TCS.

Temporary and part-time employees are not eligible for health coverage. Employees who live outside of California are not eligible for health coverage.

Employees who move from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change.

### When Coverage Starts

Employees are eligible for coverage on the first day of the month following their hire date, coinciding with the 1st of the month. Eligible employees must complete their enrollment within 30 days of hire date.

These insurance benefits will include medical, dental, and vision. TCS will set a defined contribution towards the employee's insurance premiums that are sponsored by TCS. 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](#).

Full-time employees will also be covered under an insurance policy that includes Life Insurance at no cost to the full-time employee. Additional voluntary insurance plans will be offered through TCS that will be the employee's responsibility to purchase and pay for.

### **403b and 457 RETIREMENT PLANS**

TCS offers all employees the opportunity to participate in a 403b or 457 Retirement Plan. This is a tax deferred savings and investment plan to which employees may make voluntary salary deferrals. Employees who are not eligible to participate in the California State Teachers' Retirement System (CalSTRS) Pension will receive a 100% employer match of all contributions, up to 5% of their salary.

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

### **COBRA BENEFITS**

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under TCS'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 TCS group rates plus an administration fee. TCS or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under TCS's health insurance plan.

The notice contains important information about the employee's rights and obligations.

## **SOCIAL SECURITY/MEDICARE**

If you are a full-time regular employee contributing to a teacher's retirement system STRS, your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your spouse, or former spouse, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected.

TCS withholds income tax from all employees' earnings and, if elected, participates in FICA (Social Security), for temporary employees and Medicare withholding and matching programs as required by law.

## **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 (8) 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 TCS policy and applicable law.

The program will be administered by the California Employment Development Department (EDD) 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**

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

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

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

- Immediately report any work-related injury to the Executive Director;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Executive Director; and Provide the School with a certification from a licensed health

care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

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

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

Employees that are temporarily disabled due to a work-related illness or injury will be placed on workers' compensation leave. The duration of leave will depend upon the rate of 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. Employees with questions concerning this leave and/or any benefit-related questions should contact [Human Resources](#).

# Section 9 – Employee Communications Policy

## **COMMUNICATIONS POLICY**

Every employee is responsible for using TCS'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 employee's immediate supervisor.

The Communication Systems are the property of TCS and have been provided for use in conducting School business. All communications and information transmitted by, received from, created, or stored in its School Communication Systems are records and property of TCS. The Communication Systems are to be used for School purposes only. Employees may not use TCS technology resources for personal use.

### **No Expectation of Privacy**

TCS 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 and instant messages sent and received by users and/or voicemails. Further, TCS may exercise its right to monitor its Communications Systems for any reason and without the permission of any employee. Employee use of TCS' 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 TCS's Communication Systems is not assured. Use of passwords or other security measures does not in any way diminish TCS'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 to TCS upon request for any reason that TCS, 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 TCS 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 the Executive Director.

## Professional Use of Communication Systems Require

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 TCS letterhead.

## Offensive and Inappropriate Material

TCS's policy against discrimination and harassment, sexual or otherwise, applies fully to TCS'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 classification 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 other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in TCS's computers. Employees encountering or receiving this kind of material should immediately report the incident to their Executive Director and Human Resources.

TCS may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by TCS networks. 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 TCS's blocking software.

## Solicitations

TCS's Communication Systems may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job-related solicitations. Approval from the Executive Director 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 Executive Director.

## Games and Entertainment Software

Employees may not use a School 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 TCS's "Confidential Information" policy, contained herein, for a general description of what TCS 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 Trademark

TCS'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 Executive Director. 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 School approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices. Absent prior approval from a supervisor to act as an official representative of TCS, employees posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of TCS."

## 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. In addition, employees should routinely delete outdated or otherwise unnecessary voicemails, Emails, and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to TCS'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 TCS's network. Files obtained from sources outside TCS including disks brought from home; including files downloaded from the Internet, newsgroups, bulletin boards, or other online services; files attached to email; and files provided by customers or vendors, may contain dangerous computer viruses that may damage TCS's computer network. Employees should never download files from the Internet, accept email attachments from outsiders, or use disks from non- School sources, without first scanning the material with TCS-approved virus checking software. If you suspect that a virus has been introduced into the TCS 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.

## Amendment and Modification of this Policy

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

## **SOCIAL MEDIA AND VIDEO CONFERENCING POLICIES**

TCS has adopted the following policy with regard to employees' behavior on social networking sites including but not limited to Facebook, Twitter, LinkedIn, Pinterest, Instagram, SnapChat, 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 TCS who will have unrestricted access to, and control of, such sites. Employees shall not accept students as friends on any personal social networking sites and are to decline any student-initiated friend requests. Teachers are not to initiate "friendships" with students or parents. Employees must delete any students already on their "friends" list immediately.

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.
- 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 information or 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 the School’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. 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 or explicit/implicit message puts his/her effectiveness as a School employee at risk. TCS 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.

### Personal or Professional Blogs

This policy should not be construed, and will not be applied, in a manner that violates employee rights under the National Labor Relations Act.

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 Human Resources. 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 TCS’s social media policy will result in disciplinary action, up to, and including, immediate termination.

## **EQUIPMENT POLICY**

TCS attempts to provide all staff members with the equipment and supplies needed to do their job.

Providing equipment is a great expense to TCS. 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 if the loss is due to willful misconduct or gross negligence.

## 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 or gross negligence.

Although issued to an individual employee, all computing devices are considered the personal property of the primary organizational unit to which the receiving employee belongs and shall be returned upon termination of employment with TCS, after reassignment of job duties or immediately upon request at any time by an official of TCS. 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 office; and
- Keep the computing device in sight at all times while in public places, such as public transportation, airports, restaurants, etc. Should an employee's computing device be lost or stolen, the employee must:
  - Immediately report the incident to his/her immediate supervisor and IT.
  - Obtain an official police report documenting the theft or loss; and
  - Provide a copy of the police report to his/her immediate supervisor, or Executive Director and IT.

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

There is no expectation of privacy in School equipment. TCS may add security and other tracking technology to any and all computing devices issued by it and any and all such usage is subject to management review, monitoring, and auditing by TCS. Other audits may be performed on the usage and internal controls as deemed necessary. Non-compliance with any policies or procedures regarding Employee Computers and Portable Computing Devices issued by TCS will result in appropriate disciplinary action and/or reimbursement of any and all costs to TCS.

## CELL PHONE POLICY

Cell phones should be turned off and stored with your other personal belongings while you are working. If you are required to perform business on a cell phone for TCS 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.

### 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.

## **NO SOLICITATION/DISTRIBUTION POLICY**

In order to minimize non-work-related activities that could interfere with providing quality education, teamwork, and safety, TCS has established the following policy concerning solicitation and the distribution of written materials other than those directly related to TCS's business.

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 TCS.

Employees may not solicit other employees relative to topics unrelated to the work of TCS. Employees may not distribute unauthorized materials to other employees when the topic is not related to TCS.

Additionally, distribution of written materials of any kind by TCS employees is prohibited at all times in all working areas on School premises. The sole exceptions to this policy are charitable and community activities supported and approved by TCS. School bulletin boards are the only areas where any merchandise or notices may be placed. Such items must meet the guidelines established by TCS. TCS must approve any postings prior to posting.

TCS reserves the right to discontinue any activities that become disruptive to employees or the efficient operation of TCS'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 their supervisor.

### Definitions

School "premises": property owned, leased, operated, managed, or controlled by TCS, including buildings, parking lots, and play areas that TCS has the right to use exclusively or in common with others, vehicles owned or operated by TCS.

Work time: any time when employees are engaged in or required to be performing work tasks. 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 TCS where employees are performing work, except cafeterias, employee break areas, and parking lots (non-work areas).

## ANTI-NEPOTISM POLICY

### Policy Statement

It is the policy of TCS to avoid Nepotism, which means to avoid creating or maintaining circumstances in which the appearance or possibility of favoritism, conflicts of interest, or management disruptions exist due to a relationship between a TCS decision-maker and a related person. This policy is to ensure effective supervision, internal discipline, security, safety, and positive morale in the workplace and to avoid the potential for problems of actual or perceived favoritism, conflicts in loyalty, discrimination, and appearances of impropriety or conflict of interest. This policy applies to all TCS board members, employees, individual consultants hired or retained by TCS, and School Services Providers hired or retained by TCS.

The following restrictions, designed to avoid the possibility of favoritism based on family or personal relationship, shall be observed with respect to personnel:

2. No one with supervisory responsibility shall hire or recommend for hire any related person.
3. Related persons currently employed by the School shall immediately disclose all family and personal relationships with other School employees. All persons wishing to be considered for employment with the School shall disclose family and personal relationships with then-current School employees or students.
8. With respect to proposed employment decisions which would result in the concurrent service of related persons within the same department, a person related to an incumbent employee may not be employed if the professional qualifications of other candidates for the available position are demonstrably superior to those of the related person.
9. With respect to the concurrent service of related persons within the same department, neither related person shall be permitted, either individually or as a member of the faculty or as a member of a committee, to participate in the evaluation, advancement, or salary decisions of the other related person.
10. Consistent with applicable conflict of interest laws as affirmed in the TCS Charter and MOU with the Charter Authorizer, no member of the Board, School administration or faculty member shall engage in recommendations, discussions, or otherwise participate in any decision or recommendation relating to the appointment, promotion, retention, tenure, or employment of a related person.
11. In the event of a lack of candidates, a need for specialized skills, or other unique circumstances as determined on a case-by-case basis, the restriction against hiring related persons may be waived in the best interest of TCS upon the approval of the Board of Directors, subject to compliance with other applicable conflict of interest laws.
12. When other qualified candidates have not applied, assignments of short duration (generally less than 60 working days) may be exempt from these guidelines, subject to compliance with other applicable conflict of interest laws.
13. This policy shall not supplant the application of applicable conflicts of interest laws to TCS.

Relationships between School Board Members, Employees, consultants, or School Services Providers are permissible under the following circumstances:

Family Members of TCS board members, employees, individual consultants, or School Services Providers shall not be hired for or retained in an employment position if one Family Member would have the authority or be in a position to directly supervise, hire, or discharge the other.

- (a) Any time a Board Member, employee, individual consultant, or School Services Provider is a Family Member of another, the relationship shall not result in an adverse impact on work productivity or performance. The determination of whether there is an adverse impact shall be at the discretion of the supervisor(s) of the employee(s), consultant(s), or School Services Provider(s), or in the case of a board member, at the discretion of TCS Board of Directors.
- (b) Any time a Board Member, employee, individual consultant, or School Services Provider is a Family Member of another, the relationship shall not create an actual conflict of interest under the law, and shall not create a detrimental perceived conflict of interest. The determination of whether there is a detrimental perceived conflict of interest shall be at the discretion of the supervisor(s) of the employee(s), consultant(s) or School Services Provider(s), or in the case of a Board Member, at the discretion of TCS Board of Directors.

## Definitions

“Related persons” describes: Parent and child, Siblings, Grandparent and grandchild, Aunt and/or uncle and niece and/or nephew, First cousins, Spouses and registered domestic partners, Guardian and ward, and any corresponding in-law, step, or adoptive relative, or anyone residing in a permanent basis in the home of a current School employee or student.

“Nepotism” describes a work-related situation in which there is the potential for favoritism toward a Family Member (such as giving a job, promotion, biased performance reviews, or more favorable working conditions) on the basis of the familial relationship.

“School Services Provider” shall mean any provider of school services to TCS, and in the case of an organization shall mean the responsible individual at such organization that provides school services to TCS.

## Procedures

When a Family Member of a current TCS Board Member, employee, individual consultant, or School Services Provider applies to become a board member or employee, or requests to be a consultant or School Services Provider, the Family Member’s application/request must be denied if a conflict under this policy exists (e.g., if one Family Member would have the authority or be in a position to directly supervise, hire, or discharge the other). Special circumstances may be reviewed by the Board in the event that TCS’s best interests would be served otherwise.

When a Family Member of a current School Board Member, employee, individual consultant, or School Services Provider applies for a transfer to a new employment position within TCS, the Family Member’s application must be evaluated to determine whether a conflict under this policy exists. If a conflict exists, the application for transfer must either be denied or one of the Family Members must seek a position transfer to avoid the conflict if any such opportunity exists. In the event that no such opportunity exists, the application for transfer must be denied.

In implementing this policy, it is permissible to ask an applicant, potential consultant, or School Services Provider to state whether he or she has a Family Member who is presently employed by or on the board of TCS, but such information may not be used as a basis for an employment decision except as stated herein. When a relationship that creates a conflict with this policy occurs during employment, TCS will attempt to arrange a transfer or change in position/duties to eliminate the conflict. If a suitable transfer/change in position/duties is not available, one of the employees may be separated from service. Every attempt will be made to ensure the transfer or separation are based on an agreement between the employees involved and TCS. If a mutual agreement is unattainable, the Board will determine, in the School's best interest, which employee is to be transferred or separated.

## Responsibilities

The Executive Director or designee shall coordinate with the current employee's direct supervisor to develop appropriate plans to ensure that a Family Member's employment does not conflict with this policy. If the situation cannot be resolved by a transfer, then the Executive Director or designee will deny the application for employment. Special circumstances may be reviewed by the Board in the event that TCS's best interests would be served by the employment of a Family Member.

The Executive Director or designee shall investigate reports of Nepotism and take appropriate action. Employees are required to disclose changes in their personal situations to the Executive Director or designee which may be covered by this policy. Supervisors may inquire about the family relationship between employees to determine the appropriateness of the working relationship under this policy. The Board shall make the final determination concerning potential conflicts with this policy involving the Executive Director.

## **VIOLENCE IN THE WORKPLACE**

TCS has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, bullying, and/or coercion, which involve or affect TCS, or which occur on TCS 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 TCS premises, regardless of the relationship between TCS and the parties involved
- All threats or acts of violence occurring off TCS premises involving someone who is acting in the capacity of a representative of TCS

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 his/her family, friends, associates, or property with harm
- Intentional destruction or threatening to destroy TCS property
- Making harassing or threatening phone calls
- Harassing surveillance or stalking (following or watching someone)
- Unauthorized possession or inappropriate use of firearms or weapons

TCS's prohibition against threats and acts of violence applies to all persons involved in TCS's operation, including but not limited to all personnel, contract, unpaid interns, volunteers and temporary

workers, and anyone else, including parents on TCS property. Violations of this policy by any individual on TCS 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, to their Executive Director, and Human Resources.

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, employees must report the incident to the Executive Director. 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, TCS 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.

## **BUILDING SECURITY/SCHOOL KEYS**

All employees who are issued keys to any building or office 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 Executive Director.

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.

# Section 10 – Standards of Conduct

## PERSONAL STANDARDS

Each employee must be neatly groomed and wear clothing that is professional and appropriate for the employee's position. Your Executive Director or immediate supervisor 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. Consult your supervisor if you have any questions regarding appropriate attire.

## TEACHER-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 Behavior

Some activities may seem innocent from a staff member's perspective. Still, some of these activities can 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.

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

### Unacceptable Behaviors

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

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of ANY kind
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from school
- 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 inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior

- Giving students a ride to/from school or school activities is never permissible.
- Being alone in a room with a student.
- Text messages between staff and students are not permitted.
- Allowing students in the home of staff members is never permitted.
- Remarks about the physical attributes or physiological development of anyone
- Excessive attention toward a particular student
- Sending text messages, Facebook responses, or letters to students is not permitted. Emails are permitted only for official school use and on TCS issued devices. All communications of this nature are subject to oversight, examination, and investigation.

## Acceptable Behaviors

- Obtaining parent's written consent for any school activity (exclusive of tutorials)
- Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions
- Emails to and with students, if permitted, must be professional and pertain to school activities or classes. (Communication must be initiated via school-based technology and equipment and will be open to external review and investigation for appropriateness).
- Keeping reasonable and appropriate space between you and the student
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief
- Immediately asking for advice from administration if you find yourself in a difficult situation related to boundaries
- Involving your supervisor in discussion about boundaries 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 judgment could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior 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

## Reporting

When any staff member becomes aware of another staff member, volunteer, guest or vendor having crossed the boundaries specified in this policy, or has a reasonable suspicion of misconduct, he or she must report the suspicion to their immediate supervisor, [Human Resources](#) or the Executive Director promptly. Reasonable suspicion means it is based on facts which would lead a reasonable person to believe the conduct occurred. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and TCS 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

TCS will promptly investigate and document the investigation of any allegation of sexual misconduct or inappropriate behavior, using such support staff or outside assistance, as it deems necessary and appropriate under the circumstances. Throughout this fact-finding process, the investigating administrator, and all other 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.

## 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

### Prohibited Conduct

TCS'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 in 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, [Human Resources](#), or the Executive Director. We will absolutely not tolerate conduct toward our customers or the general public that might be interpreted as unlawful discrimination or harassment. [Human Resources](#) will open an investigation into the instance and document any findings. After the investigation has concluded the report and the findings will be filed with Human Resources. If you witness conduct in violation of this policy, you should immediately bring it to the attention of your supervisor or the Executive Director. A Report will be created and documentation will be filed with Human Resources.

## EMPLOYEE RULES OF CONDUCT

The following is a list of conduct that is prohibited and will not be tolerated by TCS. It is not an all-inclusive list, but rather a list designed to give examples of the types of conduct prohibited by TCS.

- Falsification of employment records, employment information, or other School records
- Unprofessional conduct.
- Inefficiency – including deliberate restriction of output, carelessness or unnecessary waste of time or material, neglect of job, duties or responsibilities.
- 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 TCS
- 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 administration, or the use of abusive or threatening or abusive language toward a supervisor or member of administration
- Unreported absence on scheduled workdays unless otherwise excused
- Excessive tardiness or absenteeism unless otherwise excused
- Unauthorized use of School equipment, time, materials, facilities, or TCS 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.
- Distributing unauthorized literature or any written or printed material during working time or in work areas.
- Failure to timely notify your supervisor when you are unable to report to work
- Failure of an employee to obtain permission to leave work for any reason during normal working hours
- Abuse of sick leave
- Gambling on School premises.
- Immoral or indecent conduct.
- Conviction of a criminal act.
- Violation of the Communications Policy
- Failure to provide a physician's certificate when requested or required to do so
- Violating TCS's Personal Standards or dress code
- 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 or harm of a child or children
- Working overtime without authorization or refusing to work assigned overtime
- Unsatisfactory job performance
- Willfully or maliciously making false statements regarding any co-worker or submitting a complaint known to be false.

## **CONFIDENTIAL INFORMATION**

It is important to TCS to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, student information, all student lists, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law.

TCS prohibits audio or video recordings in the workplace, during working hours, without authorization of TCS due to privacy and confidentiality concerns and protections. TCS devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of TCS, you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by TCS. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole

benefit of TCS, either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any and all trade secrets or confidential information shall be returned to TCS during extended leaves of absence or upon termination.

During your employment with TCS, you will not be permitted nor required to breach any obligation to keep in confidence proprietary information, knowledge, or data acquired during your former employment. You must not disclose to TCS any confidential or proprietary information or material belonging to former employers or others. Violations of 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 TCS or which give the appearance of such impairment create an actual or potential conflict of interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment, and morale problems.

Any employee involved in such situations or relationships must immediately and fully disclose the nature of the situation or relationship to the Executive Director so a determination can be made as to whether an actual or potential conflict exists, and if so, how to correct the situation.

TCS expects employees to devote their best efforts to the interests of our school. TCS 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 TCS or create a conflict of interest with your statutory duty of loyalty to TCS. TCS prohibits employees from working with another School or external organization that competes with TCS 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 Executive Director to obtain advice on this issue. A violation of this policy will result in immediate and appropriate discipline, up to and including, immediate termination.

This policy is in addition to TCS's Revised Nonprofit Conflict of Interest Policy and Conflict of Interest Code.

### **Outside Employment**

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

- Prevent you from performing work for which you are employed at TCS during the employee's scheduled work day.
- Involve organizations that are doing or seek to do business with TCS including actual or potential vendors.

- Violate provisions of law or TCS policies or rules.
- When the employee is on a medical leave (FMLA/CFRA/PDL or any other medical leave)

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

## **POLICY REGARDING INCONSISTENT, INCOMPATIBLE OR CONFLICTING EMPLOYMENT, ACTIVITY OR ENTERPRISE BY SCHOOL PERSONNEL Policy Statement**

It is the policy of TCS that its officers and employees may not engage in any outside activity, employment, or enterprise for compensation, which is inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of TCS. During working hours or on school premises, officers or employees shall not engage in political or religious activities, or recruit or solicit students or members of the public for political or religious activities.

An officer's or employee's outside activity, employment, or enterprise for compensation shall be determined to be inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of TCS if any of the following apply:

1. It involves the use of TCS time, facilities, equipment, supplies, or the officer's or employee's position or influence with TCS, for private gain or advantage.
2. It involves receipt or acceptance by the officer or employee of any money or other consideration for the performance of an act that would otherwise be required within the scope of the officer or employee's duties with TCS.
3. It involves the performance of an act as part of the outside activity that involves services performed for TCS.
4. It affects the officer's or employee's work hours, interferes or conflicts with the officer's or employee's job duties, raises any ethical or conflict of interest concerns, or creates any conditions that impact the officer's or employee's job performance.
5. Officers and employees may not use TCS's name, logo, supplies, equipment or other property in connection with any outside activities.

### **Procedure**

In the event that an officer or employee believes that an outside activity for compensation may be inconsistent, incompatible with, or in conflict with, his or her duties as an officer or employee of TCS, the officer or employee shall obtain a written determination of the Executive Director or his or her designee that the outside activity is not in violation of this policy before engaging in such activity.

## **Travel and Expense Reimbursement Policy**

### **Overview**

It is the policy of TCS to reimburse staff for reasonable and necessary expenses incurred during approved work-related travel.

Employees seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid impropriety or the appearance of impropriety. Reimbursement is allowed only when reimbursement has not been, and will not be, received from other sources. If a circumstance arises that is not specifically covered in this policy, then the most conservative course of action should be taken. Any travel expenses paid for with a TCS credit card should adhere to all credit card, travel, and purchasing policies and guidelines. Travel expenses paid for with a TCS credit card are not eligible for reimbursement.

Business travel policies are aligned with School reimbursement rules. All business-related travel paid with TCS's funds must comply with school expenditure policies. TCS will not reimburse any alcohol purchases under any circumstance.

### **Authorization and Responsibility**

Staff travel must be authorized by senior employees (e.g., a Director) at least two (2) weeks before the expected travel date. Travelers should verify that planned travel is eligible for reimbursement before making travel arrangements. Within thirty (30) days of completion of a trip, the traveler must submit a travel reimbursement form and supporting documentation to obtain reimbursement of expenses.

An individual may not approve their own travel or reimbursement. The travel reimbursement form must be signed by the Executive Director and the employee's Direct Supervisor. The Executive Director or Chief Financial Officer will review expenditures and withhold reimbursement if there is reason to believe that the expenditures are inappropriate or extravagant.

### **Personal funds**

Travelers should review reimbursement guidelines before spending personal funds for business travel to determine if such expenses are reimbursable. See Section II: Travel Expenses/Procedures for details. TCS reserves the right to deny reimbursement of travel-related expenses for failure to comply with policies and procedures. Travelers who use personal funds to facilitate travel arrangements will not be reimbursed until after the trip occurs and proper documentation is submitted.

### **Vacation in conjunction with business travel**

In cases in which vacation time is added to a business trip, any cost variance in airfare, car rental or lodging must be clearly identified on the Travel Request form. TCS will not prepay any personal expenses with the intention of being "repaid" at a later time, nor will any personal expenses be reimbursed.

### **Exceptions**

Occasionally it may be necessary or travelers to request exceptions to this travel policy. Requests for exceptions to the policy must be made in writing and approved by the Executive Director or by the Chief Financial Officer. Exceptions related to the Executive Director's or the Chief Financial Officer expenses must be submitted to the opposite person or to the treasurer of the board of trustees for approval. In most instances, the expected turnaround time for review and approval is five (5) business

days.

### **Travel Expenses/Procedures/General information**

Authorized business travel for staff that includes prepayments must be pre-approved by the Executive Director.

Reimbursement of parking, mileage, and ferry or bus passes do not require receipts if they are under \$10. Receipts for reimbursement of expenses over \$10 are to be submitted on a travel reimbursement form.

### **Permissible prepaid travel expenses**

Before the travel, TCS may issue prepayments for airfare, rail transportation, rental vehicles, conference registration fees and hotel accommodations. Applicable policies and methods of payments for these prepayments follow.

### **Airfare**

Travelers are expected to obtain the lowest available airfare that reasonably meets business travel needs. Airfare may be prepaid by the business office.

Travelers are encouraged to book flights at least thirty (30) days in advance to avoid premium airfare pricing.

Coach class or economy tickets must be purchased for domestic or international flights with flight time totaling less than five (5) consecutive hours excluding layovers.

A less-than-first-class ticket (i.e., business class) may be purchased at TCS's discretion for domestic or international flights with flight time exceeding five consecutive hours excluding layovers.

Airfare may be purchased with a credit card or check through the business office with a request for payment form.

### **Rail transportation**

TCS will prepay rail transportation provided that the cost does not exceed the cost of the least expensive airfare.

### **Rental vehicles**

TCS will pay for approved use of a rental vehicle. See the section on reimbursements below in this section.

### **Taxi/UBER/LYFT**

Employees will be reimbursed for their transportation to and from the hotel including the cost of any gratuity or tip for each trip equaling 15%.

### **Conference registration fees**

Conference registration fees can be prepaid with a credit card or check through the business office with a request for payment form. Business-related banquets or meals that are considered part of the conference can be paid with the registration fees; however, such meals must be deducted from the traveler's per diem allowance.

### **Travel advances**

Cash advances are authorized for specific situations that might cause undue financial hardship for business travelers. These situations are limited to staff traveling on behalf of TCS. A maximum of 75

percent of the total estimated cost can be advanced.

Expenses associated with the travel must be reconciled and substantiated within two (2) weeks of the return date. The traveler must repay TCS for any advances in excess of the approved reimbursable expenses. The department initiating the travel is responsible for notifying the business office to deposit any excess funds into the appropriate departmental account.

Travel advances are processed by submitting a completed Request for Payment form and Travel Request form to the business office. Reimbursement for any remaining expenses is processed on a Travel Reimbursement form approved by the designated approval authority.

## **Reimbursements**

Requests for reimbursements of travel-related expenses are submitted on a Travel Reimbursement form. This form must be accompanied by supporting documentation and must be approved by the Executive Director and the employee's Direct Supervisor.

These forms must be submitted to the business office within one (1) month after the trip is completed. Travel Reimbursement forms not submitted within this time frame require exception approval from the Executive Director or from the Chief Financial Officer.

Reimbursement of travel expenses is based on documentation of reasonable and actual expenses supported by the original, itemized receipts where required. These expenses are only eligible for reimbursement if they were not prepaid by the business office or using a School credit card. Reimbursements that may be paid by TCS are shown below.

## **Mileage/Automobile Reimbursement**

If the School requires any other employee to drive their personal vehicles in the course and scope of their employment, the employee will be reimbursed for the reasonable and necessary expense of using their personal vehicle on behalf of the School. Such employees will receive a reimbursement payment from the School for mileage expenses incurred after submitting an expense reimbursement form as set forth below. For those employees that are assigned to a worksite, the employee will receive a reimbursement payment for mileage expenses incurred beyond the employee's normal commute to their assigned worksite.

Employees will be paid for mileage reimbursement at the per-mile rate amount designated by the Federal Internal Revenue Service at the time the miles are driven on behalf of the School. Employees are required to accurately submit a report of miles driven on behalf of the School within 30 days of incurring the mileage.

TCS shall reimburse employees for required work-related mileage expenses that they incur as follows:

1. Travel will be reimbursed for work-related use of a private vehicle at the IRS mileage rate in effect at the time of travel. Parking fees and tolls paid are also reimbursable if supported by receipts.
2. Mileage to the regular or main place of work from home, and back, is considered commuting and may not be claimed.
3. Mileage to any temporary work location from home, and back, is considered commuting and may not be claimed except in the following cases:
  - a. if the employee is required to report to the regular or main place of work before reporting to any temporary work location, s/he is eligible for mileage from the regular or main place of work to the temporary work location;
  - b. if the employee is required to report to the regular or main place of work after working at any temporary work location and before going home, s/he is eligible for mileage from the temporary work location to the regular or main place of work.
4. Mileage in conjunction with authorized School travel to and from a school site, training,

- convention or meeting shall be based on the distance to the destination from the employee's home or the regular or main place of work, whichever is less, except in the following cases:
- a. if the employee is required to report to his/her work location before leaving, s/he is eligible for mileage to the school site, training, convention/meeting from the work location.
  - b. if the employee is required to report to his/her work location before returning home, s/he is eligible for mileage based on the distance from the school, training, convention/meeting to the work location.
5. When two (2) or more employees are traveling to the same site by vehicle, they should use only as many vehicles as are required to accommodate the number of traveling employees and business needs of the School. If an employee chooses to use a separate private vehicle because of personal preferences or obligations, h/she shall not be eligible for mileage or fuel reimbursement for the travel unless the School determines that reimbursement is appropriate and justified.
  6. If an employee chooses to use a private vehicle instead of an alternative mode of transportation chosen by the School because of personal preferences or obligations, his/her mileage reimbursement shall not exceed the cost of using the alternative mode of transportation unless the School determines that the additional reimbursement is appropriate and justified.

A valid driver's license issued within the United States and personal automobile insurance are required for expenses to be reimbursed. Drivers should be aware of the extent of coverage (if any) provided by their automobile insurance company for travel that is business or not personal in nature.

All employees requesting mileage reimbursement are required to furnish a "Mileage Reimbursement" form containing the destination of each trip, its purpose and the miles driven, parking fees, and tolls within one (1) month after the travel date, supported by receipts, as applicable, to the Business Department. Reimbursement requests will be processed within 15 days after approval. Employees who believe that the amount they have been reimbursed does not represent a complete reimbursement for their expenses should immediately contact the Business Department.

### **Airfare**

If the airfare was not prepaid by the business office or using a Cottonwood School credit card, an original itemized airline receipt, an e-ticket receipt/statement or an Internet receipt/statement is required. The receipt must show the method of payment and indicate that payment was made.

### **Rail transportation**

If rail transportation was not prepaid by the business office, an original itemized receipt, original e-ticket receipt/statement, or Internet receipt/statement is required. The receipt must show the method of payment and indicate that payment was made.

### **Automobile (rental—domestic travel)**

Reimbursement for a commercial rental vehicle as a primary mode of transportation is authorized only if the rental vehicle is more economical than any other type of public transportation, or if the destination is not otherwise accessible. Vehicle rental at a destination city is reimbursable. Original receipts are required.

TCS authorizes reimbursement for the most economic vehicle available. In certain circumstances larger vehicles may be rented, with supervisory approval. The rental agreement must clearly show the date and the points of departure/arrival, as well as the total cost. Drivers must adhere to the rental requirements, and restrictions must be followed. Original receipts are required.

When vehicle rentals are necessary, TCS encourages travelers to purchase collision damage waiver

(CDW) and loss damage waiver (LDW) coverage. TCS will reimburse the cost of CDW and LDW coverage; all other insurance reimbursements will be denied.

Drivers should be aware of the extent of coverage (if any) provided by their automobile insurance company for travel that is business or not personal in nature.

Parking fees, tolls and other incidental costs associated with vehicle use that are not covered by the rental agreement may be submitted for reimbursement.

Travelers are strongly encouraged to fill the gas tank before returning the vehicle to the rental agency to avoid service fees and more expensive fuel rates.

### **Conference registration fees**

If the conference fee was not prepaid, TCS will reimburse these fees, including business-related banquets or meals that are part of the conference registration. Original receipts to support the payment are required. If the conference does not provide a receipt, then a canceled check, credit card slip/statement or documentation that the amount was paid is required for reimbursement.

A prorated amount for the meals provided must be deducted from the traveler's meal allowance. See Business Meals for more detail. Entertainment activities such as golf outings and sightseeing tours will not be reimbursed.

Registration fees paid directly by an individual will not be reimbursed until the conference is completed.

### **Lodging (commercial)**

The cost of overnight lodging (room rate and tax only) will be reimbursed to the traveler if the authorized travel is 120 miles or more from the traveler's home or primary worksite and is not traveling to a state that is on the list of California's ban on state-funded and state-sponsored travel list as per the Governor of California. Exceptions to this restriction may be approved in writing by the Executive Director or by the Chief Financial Officer. Out-of-state employees returning to California to perform job duties shall not be entitled to lodging expense reimbursement.

TCS will reimburse lodging expenses at reasonable, single occupancy, or standard business room rates. When the hotel or motel is the conference or convention site, reimbursement will be limited to the conference rate.

Only single-room rates are authorized for payment or reimbursement unless the second party is representing the agency in an authorized capacity. If the lodging receipt shows more than a single occupancy, the single room rate must be noted. If reimbursement for more than the single room rate is requested, the name of the second person must be included.

### **Business Meals**

Business meals are reimbursed for in-state overnight travel that is 120 miles or more from the traveler's home or primary worksite.

Meal allowances are applicable for all out-of-state travel that is 120 miles or more from the traveler's home or primary worksite.

TCS meal allowance is \$60 per day. A general guideline is:

- Breakfast - \$15
- Lunch - \$15
- Dinner - \$30

Meal allowances are based on departure and return times over the entire 24-hour day and are prorated accordingly.

If a free meal is served on the plane, included in a conference registration fee, built in to the standard, single hotel room rate or replaced by a legitimate business meal, the per diem allowance for that meal may not be claimed.

Meal allowances are reimbursed after the trip is completed. Reimbursements will not be provided to employees traveling with a Cottonwood School issued credit card. In this case, itemized receipts should be included with in accordance with the credit card reconciliation process and should not exceed \$60 per day.

Travelers are required to follow TCS expenditure policies when requesting reimbursement for business meals. Original itemized receipts are required. Any alcohol purchased should be on a separate itemized receipt and is not eligible for reimbursement or for payment using TCS's credit card.

### **Business expenses**

Business expenses, including faxes, photocopies, Internet charges, data ports and business telephone calls incurred while on travel status, can be reimbursed. Original itemized receipts are required.

### **Parking**

Original receipts are required for parking fees (including airport parking). The lodging bill can be used as a receipt when charges are included as part of the overnight stay.

### **Telephone calls**

The costs of personal telephone calls are the responsibility of the individual.

### **Tolls**

Original receipts are required for tolls totaling \$10 or more.

### **Miscellaneous transportation**

Receipts are required for taxi, bus, subway, metro, ferry, and other modes of transportation.

### **Non-reimbursable Travel Expenses**

The following items that may be associated with business travel will not be reimbursed by TCS:

- Airline club memberships.
- Airline upgrades.
- Alcohol
- Business class for domestic flights or first class for all flights.
- Child care, babysitting, house-sitting, or pet-sitting/kennel charges.
- Commuting between home and the primary work location.
- Costs incurred by traveler's failure to cancel travel or hotel reservations in a timely fashion.
- Evening or formal wear expenses.
- Haircuts and personal grooming.
- Laundry and dry cleaning.
- Passports, vaccinations, and visas when not required as a specific and necessary condition of the travel assignment.
- Personal entertainment expenses, including in-flight movies, headsets, health club facilities, hotel pay-per-view movies, in-theater movies, social activities and

- related incidental costs.
- Travel accident insurance premiums or purchase of additional travel insurance.
- Other expenses not directly related to business travel.
- Traffic Citations

### **Travel for Non-Employees**

Additional costs for travel, lodging, meal or other travel expenses for spouses or other family members will not be reimbursed unless the individual has a bona fide School purpose for engaging in the travel or attending the event. Such travel is generally limited to senior management and should occur infrequently.

### **Out-of-State Employees**

Employees who have been accommodated by TCS to reside outside of the state of California shall not be entitled to reimbursement for any expenses, including lodging, when they are required to return to California to perform any job duties. However, should such employees be required to travel within California as part of their job duties during that time, such travel expenses shall be reimbursed as outlined in this policy.

### **Stipends for travel and utilities**

TCS shall provide the mileage, utilities, and office supplies stipends outlined below. As a condition of receiving these stipends, employees are required to comply with the terms of the Telecommuting Agreement, including performing all work from their California home address on file with TCS.

#### Mileage Stipend

An annual mileage stipend will be provided to certificated Home study Teachers who are required to carry a student roster and must travel to student monthly meetings, and certificated Educational Specialists who are assigned to provide in-person specialized academic instruction. These employees are expected to use their personal vehicles during the course and scope of their employment. As such, the School provides a \$1,200 annually prorated stipend based on the period of service during the school calendar (August - May) year to cover costs related to the use of personal vehicles.

These stipends are intended to reimburse those employees for all vehicle-related expenses, including gasoline, wear and tear, and personal auto insurance for all travel required in direct consequence of the discharge of their job duties. The School does not pay for local travel to and from the office (regular commute) and will not be responsible for traffic or parking violations.

If employees believe the annual stipend amount is insufficient, the employee must provide the School with a copy of valid documentation that the employee has incurred an expense higher than the normal stipend. Employees are responsible for maintaining an annual accounting of their mileage. Employees who believe they will exceed the standard stipend should submit for preapproval from the Executive Director. Upon approval, employees will be paid for mileage reimbursement at the per-mile rate amount designated by the Federal Internal Revenue Service at the time the miles are driven on behalf of the School. The School may periodically request follow-up documentation to verify that the employee is incurring the expense.

The School will pay the stipend at a rate of \$60 per pay period for services in August through May in a prorated manner once per pay period with disbursements starting August 25 to June 10th. If an employee's employment terminates before the end of any pay period, the stipend will be prorated to reflect the employee's dates of employment.

#### Utilities Stipend

Employees are provided a Zoom account for phone access through their computer, and an internet

Hotspot. In addition, they are provided a \$15.00 monthly stipend for utilities expenses related to their work.

The School has established this monthly stipend based on its good faith belief that the stipend will more than fully reimburse employees for any reasonable and necessary expenses incurred in using their personal cell phones, internet/Wi-Fi, and utilities to perform work on behalf of the School. If any employee believes that the stipend that he or she receives from the School is insufficient to reimburse the employee for all reasonable expenses necessarily incurred by the employee in using his or her personal cell phone, internet/Wi-Fi, or utilities expenses on behalf of the School, the employee must immediately report this expense issue to their Direct Supervisor for review and approval then submit to the Accounting Department.

Employees will be required to submit documentation to support any request for additional reimbursement in excess of the monthly stipend. Employees that are eligible for this monthly stipend are required to submit a Request for Monthly Stipend form affirming that the employee uses their personal cell phone, internet/Wi-Fi and utilities to perform work on behalf of the School and that the employee will immediately notify the School if the employee no longer incurs an expense related to the personal use of their cell phone, internet/Wi-Fi and/or utilities in the discharge of their duties.

The School reserves the right to request supporting documentation from employees at any time to support the employees request for the monthly stipend. Failure to provide such documentation as requested may delay or cease further payments of the monthly stipend to the employee.

\*\*Please note that the School may establish varying stipend amounts for personal cell phones, internet expenses and utilities based on multiple factors such as workload, part-time or full-time status of the employee and other relevant factors.

#### Office Supplies

TCS will issue full-time employees \$200 per year and part-time employees \$150 per year to utilize for office supplies such as ink (if applicable), paper, and miscellaneous desk supplies (e.g., staplers, paper clips, writing utensils, and file folders). To the extent an employee believes additional funds in excess of the allotment due to employment status are reasonable and necessary to perform his or her job during the applicable semester, the employee must notify their Direct Supervisor. If the employee does not spend the allocated amount, the remaining balance does not transfer to the next fiscal school year.

If employees choose to purchase additional equipment or supplies without written authorization from TCS, such expenses would not be reasonable or necessarily incurred in connection with work for TCS. Those expenses would be optional expenses that employees voluntarily elect to incur, and not reasonably necessary expenditures incurred by employees in direct consequence of the discharge of their duties for TCS.

If any employee believes that he or she has not been fully reimbursed for all reasonable and necessary expenses he or she has been required to incur while working for TCS, the employee must immediately inform their Direct Supervisor. All reports of possible inadequate reimbursement will be promptly reviewed, including a review of all of the employee's expense-related records and receipts. If, as a result of the review, it is determined that the employee has been inadequately reimbursed for actual and necessary business expenses, TCS will promptly reimburse the employee, in full, for all actual, pre-approved, reasonable and necessary business-related expenses incurred. It is every employee's responsibility to keep accurate records and receipts of all business-related expenses for the purpose of requesting reimbursement.

There will be no retaliation against any employee who reports an expense reimbursement issue in

good faith or who honestly assists in reviewing such an issue, even if the review produces insufficient evidence that there has been a violation.

## **POLICY CONFIRMING RESTRICTION ON THE PROVISION OF FUNDS OR OTHER THINGS OF VALUE TO STUDENTS, PARENTS OR GUARDIANS**

### **Policy Statement**

It is the policy of TCS that TCS shall not provide any funds or things of value to any student or his or her parent or guardian that a school district could not legally provide to a similarly situated student, or his or her parent or guardian. TCS does not and shall not provide, for example, “sign-up bonuses” to parents or guardians or other incentives unrelated to education.

Additionally, a student, parent, or guardian shall not use his or her status as a student, parent, or guardian with TCS in order to obtain funds or things of value from TCS. For example, this policy prohibits an individual from utilizing his or her status as a parent or guardian to obtain a vendor contract with TCS for compensation. It also prohibits an individual from utilizing his or her status as a parent or guardian to refer or encourage any students enrolled in TCS, or their parents or guardians, to select that individual or his or her company or another provider of services, in

connection with the student's education at TCS, resulting in the individual's receipt of funds or thing of value from TCS.

## Procedures

The prior approval of the Executive Director or his or her designee must be obtained for any of the following in order to ensure that it does not conflict with this policy:

1. Any funds or things of value provided to a student, parent, or guardian which has not previously been approved. This applies in any situation in which a student, parent, or guardian would have any funds or things of value, whether in their capacity as a student, parent, guardian, vendor, service provider, or other circumstance.
2. Any proposed incentive to be offered to students or parents.

In requesting approval, the educational purpose of any such funds, things of value, or incentive must be provided to the Executive Director or his or her designee.

# Section 11 - Safety

## SUBSTANCE AND ALCOHOL POLICY

It is the intent of TCS to promote a safe, healthy, and productive work environment for all employees. TCS 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 and 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.

TCS 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, illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on TCS'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 TCS's premises and/or attending a School function or event.

Employees taking physician-prescribed medications which impair 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 [Human Resources](#). 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 his or her 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 his or her possession on TCS premises any prescription medication other than medications currently prescribed by a physician for the employee. This policy will not be construed to prohibit the use of alcohol at social or business functions. However, employees must remember their obligation to conduct themselves appropriately at all times while at School-sponsored functions or while

representing TCS.

TCS 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. As a result, employees do not have an expectation of privacy in this regard. Violation of this Substance and Alcohol Policy may result in disciplinary action, up to and including termination, at TCS'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 Substance and Alcohol Policy is a condition of employment at TCS. 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, TCS may report such illegal drug activities to an appropriate law enforcement agency.

TCS may require a test by Intoxilyzer, blood test, urinalysis, medical examination of those persons whom TCS 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.

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. TCS 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 or 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 e-cigarettes, vaping and/or pipes (both tobacco and marijuana products). Smoking is prohibited within twenty (20) feet of a school building and within twenty- five (25) feet of a school playground or event location.

## **PARKED VEHICLES**

Employees are responsible for their own parked vehicles and the personal possessions within while parked on School 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.

## **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 and in accordance with TCS's Reimbursement policies. Employees must have prior supervisory approval for the use of personal vehicles and must carry, at their own expense, the minimum

insurance coverage for property damage and public liability.

## **PERSONAL PROPERTY**

TCS 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 TCS's premises, including the parking area, or away from school property while on school business employees are prohibited from using personal property for work-related purposes unless approved in advance by the Executive Director.

## **SAFETY POLICY**

TCS is firmly committed to maintaining a safe and healthy working environment. All employees of TCS 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 Executive Director 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 TCS is responsible, bring it to the attention of your supervisor or Executive Director immediately. Supervisors should arrange for the correction of any unsafe condition or concealed danger immediately and immediately contact the Executive Director regarding the problem. All workplace injuries and illnesses must be immediately reported to your supervisor and [Human Resources](#). TCS has in place a written Injury and Illness Prevention Program as required by law. See **Appendix B**.

## **ERGONOMICS**

TCS has invested in providing a work environment that is safe for all employees. To lessen the risk of ergonomic hazards, TCS 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 [Human Resources](#)

## **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 your supervisor and [Human Resources](#).

# Section 12 - Termination

## **VOLUNTARY TERMINATION**

TCS will consider an employee to have voluntarily terminated his or her employment if the employee does any of the following: (1) elects to resign from TCS; (2) fails to return from an approved leave of absence on the date specified without notifying TCS for the need for continued leave including failure to communicate with TCS; or (3) fails to report for work without notice to TCS for three (3) consecutive workdays; (4) moves their primary residence to out of California. TCS requests that employees provide at least two (2) weeks' written notice of a voluntary termination. All School property must be returned immediately upon terminating employment. TCS retains the right to accept the 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 TCS's Rules of Conduct as set forth herein. Notwithstanding the foregoing or anything else contained in this handbook, TCS reserves the right to terminate any employee at any time, with or without advance notice and with or without cause.

## **VERIFICATION AND REFERENCE POLICY**

This policy represents TCS's position on employment verifications, letters of reference, and letters of recommendation.

While TCS will provide employment verifications consistent with this policy, it will not provide letters of reference or letters of recommendation.

If any employee applies for employment with another employer and authorizes the new prospective employer to conduct an employment verification, TCS will comply with the request by providing factual information on the employee's employment. During an employment verification check, TCS will confirm the employee's name, most recent job title, and dates of employment. In certain circumstances, including instances where a required report of educator misconduct has been made to the CTC, TCS will be required to disclose certain limited information to the prospective employer consistent with the law. However, TCS will never knowingly disclose false, harmful, or misleading information.

All employment inquiries must be forwarded to [Human Resources](#) for an official response. Other than the Executive Director, no employee outside of [Human Resources](#) is permitted to provide an employment verification on behalf of TCS.

Any exceptions to this policy must be approved by the Executive Director.

# Employee Handbook Acknowledgment

By my signature below, I acknowledge that I have received a copy of the TCS 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 understand that the Employee Handbook contains important information regarding TCS'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 TCS's policies.

In particular, I have read and understand TCS's Anti-Nepotism Policy, Policy Regarding Inconsistent, Incompatible or Conflicting Employment, Activity or Enterprise by School Personnel, Policy Confirming Restrictions on the Provision of Funds or Other Things of Value to Students, Parents or Guardians, and restrictions and procedures to avoid Conflicts of Interest.

Just as I am free to terminate the employment relationship with TCS at any time, TCS, 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 TCS 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 Executive Director of TCS, 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. This is the entire agreement between TCS and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I have an individually negotiated written employment agreement with TCS, then the terms and conditions of that agreement will prevail to the extent it differs from the policies in this Handbook.

TCS 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 the TCS Board of Directors, no other entity or person has the authority to modify this employee handbook.

Signature of Employee

Date

# Appendix

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- A: CHILD ABUSE REPORTING**
- B: ILLNESS AND INJURY PREVENTION POLICY**
- C: ACCEPTABLE USE POLICY**
- D: HARASSMENT/DISCRIMINATION/RETALIATION  
COMPLAINT FORM**
- E: INTERNAL COMPLAINT FORM**
- F: WORK CALENDARS**

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- 195 Day Work Calendar
- 200 Day Work Calendar
- 205 Day Work Calendar
- 210 Day Work Calendar
- 215 Day Work Calendar
- 220 Day Work Calendar
- 225 Day Work Calendar
- Classified Work Calendar

# A: Child Abuse and Neglect Reporting

## MANDATORY REPORTING OF CHILD ABUSE AND NEGLECT

Source: California Department of Education (CDE.ca.gov):

As educators, our most important duty is the protection of the children in our care. *California Penal Code* includes requirements concerning the mandatory reporting of child abuse and neglect.

### *Child Abuse Identification & Reporting Guidelines*

Information for school personnel and those who work in our children's schools to be able to identify signs of suspected cases of child abuse and/or child neglect and to have the tools to know how to make a report to the proper authorities.

These guidelines are issued by the California Department of Education (CDE), in conjunction with the California Department of Social Services, to help all persons, particularly those persons who work in our children's schools, to be able to identify signs of suspected cases of child abuse and/or child neglect and to have the tools to know how to make a report to the proper authorities. These guidelines are issued in conjunction with an extensive training module, specifically aimed at training school employees and educators on their obligations as mandated reporters of child abuse, which can be located online at [California Child Abuse Mandated Reporter Training](#).

### Identification of Child Abuse and Neglect

Child abuse is more than bruises or broken bones. While physical abuse often leaves visible scars, not all child abuse is as obvious, but can do just as much harm. It is important that individuals working with and around children be able to know what constitutes child abuse or child neglect and know how to identify potential signs.

### Child Abuse and/or Child Neglect Can Be Any of the Following:

- A physical injury inflicted on a child by another person other than by accidental means.
- The sexual abuse, assault, or exploitation of a child.
- The negligent treatment or maltreatment of a child by a person responsible for the child's welfare under circumstances indicating harm or threatened harm to the child's health or welfare. This is whether the harm or threatened harm is from acts or omissions on the part of the responsible person.
- The willful harming or endangerment of the person or health of a child, any cruel or inhumane corporal punishment or any injury resulting in a traumatic condition.

One does not have to be physically present or witness the abuse to identify suspected cases of abuse, or even have definite proof that a child may be subject to child abuse or neglect. Rather, the law requires that a person have a "reasonable suspicion" that a child has been the subject of child abuse or neglect. Under the law, this means that it is reasonable for a person to entertain a suspicion of child abuse or neglect, based upon facts that could cause a reasonable person, in a like position, drawing, when appropriate, on his or her training and experience, to suspect child

abuse or neglect.

Red flags for abuse and neglect are often identified by observing a child's behavior at school, recognizing physical signs, and observations of dynamics during routine interactions with certain adults. While the following signs are not proof that a child is the subject of abuse or neglect, they should prompt one to look further.

### Warning Signs of Emotional Abuse in Children

- Excessively withdrawn, fearful, or anxious about doing something wrong.
- Shows extremes in behavior (extremely compliant or extremely demanding; extremely passive or extremely aggressive).
- Doesn't seem to be attached to the parent or caregiver.
- Acts either inappropriately adult-like (taking care of other children) or inappropriately infantile (rocking, thumb-sucking, throwing tantrums).

### Warning Signs of Physical Abuse in Children

- Frequent injuries or unexplained bruises, welts, or cuts.
- Is always watchful and "on alert" as if waiting for something bad to happen.
- Injuries appear to have a pattern such as marks from a hand or belt.
- Shies away from touch, flinches at sudden movements, or seems afraid to go home.
- Wears inappropriate clothing to cover up injuries, such as long-sleeved shirts on hot days.

### Warning Signs of Neglect in Children

- Clothes are ill-fitting, filthy, or inappropriate for the weather.
- Hygiene is consistently bad (unbathed, matted and unwashed hair, noticeable body odor).
- Untreated illnesses and physical injuries.
- Is frequently unsupervised or left alone or allowed to play in unsafe situations and environments.
- Is frequently late or missing from school.

### Warning Signs of Sexual Abuse in Children

- Trouble walking or sitting.
- Displays knowledge or interest in sexual acts inappropriate to his or her age, or even seductive behavior.
- Makes strong efforts to avoid a specific person, without an obvious reason.
- Doesn't want to change clothes in front of others or participate in physical activities.
- A sexually transmitted disease (STD) or pregnancy, especially under the age of fourteen.
- Runs away from home.

### Reporting Child Abuse or Neglect

Community members have an important role in protecting children from abuse and neglect. While not mandated by law to do so, if child abuse or neglect is suspected, a report should be filed with

qualified and experienced agencies that will investigate the situation. Examples of these agencies are listed below.

Parents and guardians of pupils have the right to file a complaint against anyone they suspect has engaged in abuse or neglect of a child. **Community members do not need to provide their name when making a report of child abuse or neglect.** Telephone numbers for each county's emergency response for child abuse reporting are located at [California Emergency Response Child Abuse Reporting Telephone Numbers](#) (PDF).

School volunteers, while not mandated reporters, should also be encouraged to report any suspected cases of abuse and neglect. Additionally, school volunteers are highly encouraged by the law to have training in the identification and reporting of child abuse and neglect. The training offered online to mandated reporters, is equally available to school volunteers.

### Obligations of Mandated Reporters

A list of persons whose profession qualifies them as “mandated reporters” of child abuse or neglect is found in California Penal Code Section 11165.7. The list is extensive and continues to grow. It includes all school/district employees, administrators, and athletic coaches. All persons hired into positions included on the list of mandated reporters are required, upon employment, to be provided with a statement, informing them that they are a mandated reporter and their obligations to report suspected cases of abuse and neglect pursuant to California Penal Code Section 11166.5.

All persons who are mandated reporters are required, by law, to report all known or suspected cases of child abuse or neglect. It is not the job of the mandated reporter to determine whether the allegations are valid. If child abuse or neglect is reasonably suspected or if a pupil shares information with a mandated reporter leading him/her to believe abuse or neglect has taken place, the report must be made. No supervisor or administrator can impede or inhibit a report or subject the reporting person to any sanction.

To make a report, an employee must contact an appropriate local law enforcement or county child welfare agency, listed below. This legal obligation is not satisfied by making a report of the incident to a supervisor or to the school. An appropriate law enforcement agency may be one of the following:

- A Police or Sheriff's Department (not including a school district police department or school security department).
- A County Probation Department, if designated by the county to receive child abuse reports.
- A County Welfare Department/County Child Protective Services.

The report should be made immediately over the telephone and should be followed up in writing. The law enforcement agency has special forms for this purpose that they will ask you to complete. If a report cannot be made immediately over the telephone, then an initial report may be made via e-mail or fax. A report may also be filed at the same time with your school district or county office of education (COE). School districts and COEs, however, do not investigate child abuse allegations, nor do they attempt to contact the person suspected of child abuse or neglect.

School districts and COEs may have additional policies adopted at the local level relating to the duties of mandated reporters. School staff should consult with their district to determine if there are additional steps that must be taken.

These policies do not take the place of reporting to an appropriate local law enforcement or county child welfare agency.

### **New Required Training for School Employees**

Effective January 1, 2015, Assembly Bill 1432 (D-Gatto) requires all local educational agencies (LEAs) to train all employees each year on what they need to know in order to identify and report suspected cases of child abuse and neglect. "All employees" includes anybody working on the LEA's behalf, such as teachers, teacher's aides, classified employees, and any other employees whose duties bring them into direct contact and supervision of students. LEAs must also develop a process to provide proof that employees received training. An online training module has been developed specially for educators and is located at [California Child Abuse Mandated Reporter Training](#). Alternative training methods may be used but, if an LEA uses training other than the online training module, the LEA must report that fact to the CDE and inform the CDE of the training that was used. A form for this purpose is available at [Reporting Form for LEAs Who Use Alternative Training For Mandatory Reporting](#) (PDF).

### **Rights to Confidentiality and Immunity**

Mandated reporters are required to give their names when making a report. However, the reporter's identity is kept confidential. Reports of suspected child abuse are also confidential. Mandated reporters have immunity from state criminal or civil liability for reporting as required. This is true even if the mandated reporter acquired the knowledge, or suspicion of the abuse or neglect, outside his/her professional capacity or scope of employment.

### **Consequences of Failing to Report**

A person who fails to make a required report is guilty of a misdemeanor punishable by up to six months in jail and/or up to a \$1,000 fine (California Penal Code Section 11166[c]).

### **After the Report is Made**

The local law enforcement agency is required to investigate all reports. Cases may also be investigated by Child Welfare Services when allegations involve abuse or neglect within families.

### **Child Protective Services**

The Child Protective Services (CPS) is the major organization to intervene in child abuse and neglect cases in California. Existing law provides for services to abused and neglected children and their families. More information can be found at Child Protective Services.

**Questions: School Health and Safety Office | 530-285-2003**

# B: Injury and Illness Prevention Program

## WHAT IS AN INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)?

The TCS School Injury and Illness Prevention Program (IIPP) is a basic written workplace safety program. Title 8 of the California Code of Regulations (T8CCR) section 3203 requires every employer to develop and implement an effective IIPP. An effective IIPP improves safety and health in our workplace and reduces costs through good management and employee involvement. To be effective our Injury and Illness Prevention Program must:

- Maintained at each work site
- Fully involve all employees, supervisors, and management
- Identify the specific workplace hazards employees are exposed to
- Correct identified hazards in an appropriate and timely manner
- Provide effective training

The safety of students and staff is the highest priority for The TCS School. Injuries and illnesses create personal loss and hardship to employees, students, and their families, and reduce TCS' ability to provide quality education. It is TCS's position that all accidents are preventable. In a homeschool environment, administrators, teachers and parents share the primary responsibility for providing a safe working and learning environment and are accountable for compliance with applicable health and safety requirements. All supervisory employees, from senior managers to first line supervisors share responsibility for ensuring the safety of students and staff.

Every employee is expected to work safely, adhere to safety requirements, and immediately report accidents and potential workplace hazards to their supervisors.

For more information and a full copy of the policy, please contact

[Human Resources](#) at  
[hr@cottonwoodk12.org](mailto:hr@cottonwoodk12.org)

# C: Acceptable Use Policy

## STAFF INFORMATION TECHNOLOGY ACCEPTABLE USE POLICY

TCS is committed to empowering our staff with access to technology, information, and digital resources while fostering safe, responsible, and ethical working and learning environments. The Charter School is committed to upholding important security, privacy, and safety regulations, protocols, and standards. Users of the Charter School's devices, networks, accounts, and other resources must adhere to the Charter School's policies. Users are expected to fully comply with local, state, and federal regulations. Failure to adhere to these policies or regulations may result in discipline, legal action, or other remedies determined to be within the rights of the Charter School. Relevant regulations include (but are not limited to):

- The Family Educational Rights and Privacy Act (FERPA)
- Children's Internet Protection Act (CIPA)
- Individuals with Disabilities Education Act (IDEA)
- Children's Online Privacy Protection Act (COPPA)
- Health Insurance Portability and Accountability Act (HIPAA)

The purpose of TCS Governing Board approving this Staff Information Technology Acceptable Use Policy is to accomplish the following:

1. Define Technology Use Terms and Phrases
2. Identify the User Responsibility
3. Outline Acceptable Use of Resources
4. Outline Unacceptable Use of Resources
5. Outline the Expectation of Privacy
6. Define Cyberbullying
7. Outline Stolen Technology Procedures
8. Outline the Staff/Employee Departure Procedures
9. Identify the Disclaimers and Acknowledgements
10. Establish the User Agreement

### DEFINITIONS:

1. School, Organization, and or We – TCS and its subsidiaries, programs, and division
2. TCSTD- The Cottonwood School Technology Department
3. You, Your, and or I – employee of the Charter School, and or signer of this Acceptable Use of Technology Policy
4. Resources - Devices, systems, services, or networks owned, operated, or issued by the Charter School
5. User - Any person(s) accessing or utilizing school resources that is not a resource operator
6. AUP - Staff Information Technology Acceptable Use Policy

## **USER RESPONSIBILITIES:**

Access to The Charter School's technology, resources, and support is a privilege that offers a wealth of educational benefits. To maintain these privileges, all users must agree to learn about and comply with all information within this Acceptable Use Policy (AUP) document.

1. You agree to learn about and comply with all the information outlined in this AUP document.
2. Persons to whom items are assigned are expected to exercise reasonable care to protect those items against damage, loss and theft. "Reasonable care" is defined as:
  - a. Never leaving items unattended
  - b. Never lending, giving or releasing items to a person other than an authorized school employee, such as a Tech Team member
  - c. Never removing protective accessories or features (e.g. cases, bumpers)
  - d. Keeping items away from dangerous conditions (e.g. liquids, heat sources, unstable surfaces or items) and preventing actions which promote damage beyond normal wear and tear
3. You must immediately report damaged, lost or stolen items/resources. Items reported stolen or missing will require a police report.
4. You are expected to make a reasonable effort to protect your passwords, information, and data.
5. The Charter School employees may be held liable, financially, punitively, or otherwise, for lost, stolen, missing, or damaged equipment
6. You are obligated to notify TCSTD of continued access to resources beyond student departure (e.g., withdrawal, graduation, expulsion) in the event TCSTD has not contacted you to do so.
7. Items, devices, and resources issued by the Charter School are School property and must be returned or relinquished to the school upon request.

## **ACCEPTABLE USE OF COTTONWOOD SCHOOLS RESOURCES BY USERS:**

1. All of the Charter School-issued accounts are intended solely for use by the person authorized to use the account.
2. When sharing or exposing personal information or data online, extreme caution should be exercised.
3. Any information or communication accessible via any Charter School network should be assumed private property.
4. The Charter School reserves the right to verify whether specific uses of Charter School technology or networks are consistent with this acceptable use policy.
5. The Charter School is bound by certain licensing agreements. Users must comply with those agreements.
6. Educational and instructional use as related to the Charter School only.

## **UNACCEPTABLE USE OF SCHOOL RESOURCES:**

1. All commercial or for-profit usage is prohibited.
2. The access, use, or transmission of objectionable material (e.g., materials that are obscene, bullying, profane, lewd, threatening, disrespectful, hateful, or pornographic) is prohibited.

3. Violation of any local, state, or federal laws, regulations, or ordinances as well as School, board, or administrative policies are prohibited. Example: Federal copyright laws (Title 17, USC)
4. Any attempt to circumvent Charter School security measures, content filters, or access restricted resources is prohibited.
5. All malicious and nefarious activities are prohibited. Examples include (1) unauthorized trespassing or infiltration of a network or device, (2) the intentional distribution of malware, and (3) any attempt to deny a remote service. Malicious actors may also be in violation of *California's unauthorized computer access law, Penal Code 502(c) PC*.
6. The intentional collection, mining, or uncovering of personal information, files, and passwords belonging to a user other than yourself is prohibited.
7. Impersonation of any user other than yourself is prohibited.
8. Unauthorized falsification or modification of any school records is prohibited.
9. The collection or transmission of personal information (e.g. home address, phone number, personal email) which may be useful to identify an individual without written consent is prohibited.
10. Political lobbying or advertising is prohibited.
11. Unauthorized maintenance, service, repairs, or upgrades are prohibited. School- owned or operated resources must be maintained by TCSTD or authorized third parties.

## **EXPECTATION OF PRIVACY:**

For email, networks, systems, and other resources owned or operated by the school, users should have no expectation of privacy. The school reserves the right to manage and monitor all aspects of its own resources. The following are examples of actions which may be performed for reasons deemed legitimate by the school:

1. Obtain emails, messages, and their attachments transmitted to or through the Charter School-owned or operated email systems
2. Monitor an individual's use of the Charter School resources
3. Locate or track the location of the Charter School resource
4. Confiscate, search, disable or wipe any Charter School device, item or their contents/data

Personal devices are private. We do not and will not access personal devices. However, when the Charter School resources are accessed with a personal device, data, information, and transmissions which come into contact with those resources cannot be guaranteed.

## **CYBERBULLYING:**

Cyberbullying is the use of technology resources to willfully harm either a person or persons through electronic systems (e.g., texts, photos, videos, messages, and social media). Cyberbullying is prohibited. Examples of this behavior include but are not limited to:

1. Transmitting false, cruel, hateful, or embarrassing information or media targeting others
2. Creating posts or websites that have stories, cartoons, pictures, or jokes ridiculing others
3. Unauthorized access to any resource (e.g. social media, email) for purposes of downloading or transmitting vicious or embarrassing materials

4. Engaging someone in electronic communication, tricking that person into revealing sensitive personal information and transmitting that information or media to others
5. Posting of a student or staff member picture without their permission
6. The use of derogatory comments, including those regarding race, age, gender, sexual orientation, religion, ability, political persuasion, body type, physical, or mental health.

### **Stolen Technology**

TCS values all employees and their property and expects that employees in turn value the School and its assets. Therefore, we will not tolerate employee theft, or stealing of any kind. All technology checked out to staff or given to use for their daily duties must be returned to the school promptly upon separation. The School will make every attempt to retrieve the technology and support its timely return to TCS.

The School's Technology Department always tries to take the most cautious and diplomatic approach when attempting to recover any items retained by employees separated from employment. If attempts to recover these items are unsuccessful, a police report will be filed reporting the missing items as stolen. TCS also reserves the right to pursue any and all other legal remedies against employees to recover the value/cost of the missing items.

If a staff member has a lost or stolen device while still employed with the School, staff must report the stolen device to local law enforcement within 24 hours and then provide documentation to the School and TCSTD Help Desk. TCSTD will do their best to recover and replace any device that has been reported as lost, stolen, or missing. A police report must be provided prior to starting the investigation.

### **Staff/Employee DEPARTURE:**

1. Upon employee departure (e.g., resignation, termination, layoff, non-renewal, or administrative leave) from the Charter School, all issued items must be returned within 30 days. Contact [tech-help@cottonwoodk12.org](mailto:tech-help@cottonwoodk12.org) for a schedule of mobile return locations or request prepaid return labels.

### **DISCLAIMER & ACKNOWLEDGEMENTS:**

1. The Charter School reserves the right to modify its policies at any time.
2. All items, devices, and resources issued by the Charter School are School property. School property must be returned or relinquished to the school upon request or departure from the Charter School.
3. The Charter School reserves the right to seek reimbursement, docked pay, or seek legal remedies in response to non-compliance.
4. Access to Charter School technology, resources and support are offered at the discretion of the Charter School
5. The Charter School will not be held liable for the information or data retrieved, stored, or transmitted by means of the school-owned or operated resources, devices, networks, or systems.
6. Users should not have an expectation of privacy in the use of the Charter School's resources, email, systems, or networks.
7. Illegal activities performed using the Charter School devices, networks, and systems may be reported to the proper authorities when discovered.

8. The Charter School will not be held responsible for losses or damages suffered by any user, including loss of data, interruption of service, delays, or non-deliveries.
9. Charter School-issued property reported as lost, missing or stolen may be remotely tracked, located, and/or disabled at the discretion of the school.
10. The Charter School may confiscate and search any of the Charter School's resources for any reason deemed reasonable by the Charter School including in response to violation of school policies or government regulations technology.
11. The Charter School is not in any way an Internet Service Provider.



### **USER AGREEMENT:**

I have read, understand, and will abide by the above STAFF INFORMATION TECHNOLOGY ACCEPTABLE USE POLICY while using any of the Charter School's technology and other electronic resources issued, owned, or operated by the Charter School. I further understand that any violation of the policies above are considered unethical and in some cases may constitute a criminal offense. Should I violate any of the policies outlined in this agreement, I understand my access to any of the Charter School's resources may be limited or revoked, and disciplinary and or legal action may be taken.

## D: HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM



### **HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM**

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

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

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

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

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

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

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

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

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

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

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

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any

verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

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

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

Signature of Complainant

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

Print Name

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

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

# E: INTERNAL COMPLAINT FORM

## INTERNAL COMPLAINT FORM

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

Date of Alleged: \_\_\_\_\_

Incident(s): \_\_\_\_\_

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

.....

List any witnesses that were present:

.....

Where did the incident(s) occur?

.....

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

.....

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

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

Signature of Complainant

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

To be completed by TCS:

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

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

# 2023-2024 190 Day Work Calendar



July 2023						
S	M	T	W	T	F	S
						1
2						8
9						15
16						22
23						29
30						

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						23

September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						20

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						22

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						15

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						14

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						17

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		
						20

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						16

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
						21

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						22

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

School Year Dates	
Aug 1	Teachers Back to Work
Aug 14	First Day of School
Dec 20	End of Semester 1
Jan 19	Teacher In-Service
May 23	Last Day of School
May 31	Last Teacher Day

Holidays	
July 4	Independence Day
Sept 4	Labor Day
Nov 10	Veteran's Day
Nov 17-24	Fall Break
Dec 21-Jan 5	Winter Break
Jan 15	Martin Luther King Jr Day
Feb 19	President's Day
Apr 1	Cesar Chavez Day
March 25-April 1	Spring Break
May 27	Memorial Day
June 19	Juneteenth

Learning Periods	
LP 1	8/14-9/15
LP 2	9/18-10/27
LP 3	10/30-12/8
LP 4	12/11-1/5
LP 5	1/8-2/9
LP 6	2/12-3/8
LP 7	3/11-4/12
LP 8	4/15-5/23

Events
First Day of School - Aug 15
Last Day of School - May 23
All Staff PD - Jan 19
1st Semester Ends - Dec 20 (85 Days)
2nd Semester Ends - May 23 (90 Days)

School Accountability
Every LP Attendance Logs/AWRs
Every LP Work Samples
Every 20 School Days Student Conference
P1 Dec. 8
P2 Apr 12
190 Teacher Work Day

Assessment Windows
Feb-March PFT Testing for 5,7,9
Mar-May SBAC Testing
Fall, Winter, Spring School Assessments

School Closed	Teacher Work Day/Non Student Day	Last Day of Semester 1
LP Start/End	Vacation	First & Last Day of School
Holiday/End of LP		

# 2023-2024 195 Day Work Calendar

July 2023						
S	M	T	W	T	F	S
						1
2						8
9						15
16						22
23			25	26	27	28
30	31					5

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						23

September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						20

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						22

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						15

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						14



### School Year Dates

Aug 1	Teachers Back to Work
Aug 14	First Day of School
Dec 20	End of Semester 1
Jan 19	Teacher In-Service
May 23	Last Day of School
May 31	Last Teacher Day

### Holidays

July 4	Independence Day
Sept 4	Labor Day
Nov 10	Veteran's Day
Nov 17-24	Fall Break
Dec 21-Jan 5	Winter Break
Jan 15	Martin Luther King Jr Day
Feb 19	President's Day
Apr 1	Cesar Chavez Day
March 25-April 1	Spring Break
May 27	Memorial Day
June 19	Juneteenth

### Learning Periods

LP 1	8/14-9/15
LP 2	9/18-10/27
LP 3	10/30-12/8
LP 4	12/11-1/5
LP 5	1/8-2/9
LP 6	2/12-3/8
LP 7	3/11-4/12
LP 8	4/15-5/23

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						17

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		
						20

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						16

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
						21

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						22

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Events
First Day of School - Aug 15
Last Day of School - May 23
All Staff PD - Jan 19
1st Semester Ends - Dec 20 (85 Days)
2nd Semester Ends - May 23 (90 Days)

School Accountability
Every LP Attendance Logs/AWRs
Every LP Work Samples
Every 20 School Days Student Conference
P1 Dec. 8
P2 Apr 12
190 Teacher Work Day

Assessment Windows
Feb-March PFT Testing for 5,7,9
Mar-May SBAC Testing
Fall, Winter, Spring School Assessments

School Closed	Teacher Work Day/Non Student Day	Last Day of Semester 1
LP Start/End	Vacation	First & Last Day of School
Holiday/End of LP		

# 2023-2024 200 Day Work Calendar

July 2023						
S	M	T	W	T	F	S
						1
2						8
9						15
16						22
23		25	26	27	28	29
30	31					5

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						23

September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						20

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						22

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						15

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						14



### School Year Dates

Aug 1	Teachers Back to Work
Aug 14	First Day of School
Dec 20	End of Semester 1
Jan 19	Teacher In-Service
May 23	Last Day of School
May 31	Last Teacher Day

### Holidays

July 4	Independence Day
Sept 4	Labor Day
Nov 10	Veteran's Day
Nov 17-24	Fall Break
Dec 21-Jan 5	Winter Break
Jan 15	Martin Luther King Jr Day
Feb 19	President's Day
Apr 1	Cesar Chavez Day
March 25-April 1	Spring Break
May 27	Memorial Day
June 19	Juneteenth

### Learning Periods

LP 1	8/14-9/15
LP 2	9/18-10/27
LP 3	10/30-12/8
LP 4	12/11-1/5
LP 5	1/8-2/9
LP 6	2/12-3/8
LP 7	3/11-4/12
LP 8	4/15-5/23

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						17

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		
						20

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						16

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
						21

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						22

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						5

### Events

First Day of School - Aug 15
Last Day of School - May 23
All Staff PD - Jan 19
1st Semester Ends - Dec 20 (85 Days)
2nd Semester Ends - May 23 (90 Days)

### School Accountability

Every LP	Attendance Logs/AWRs
Every LP	Work Samples
Every 20 School Days	Student Conference
P1	Dec. 8
P2	Apr 12
190 Teacher Work Day	

### Assessment Windows

Feb-March	PFT Testing for 5,7,9
Mar-May	SBAC Testing
Fall, Winter, Spring	School Assessments

<span style="display: inline-block; width: 15px; height: 15px; background-color: yellow; border: 1px solid black;"></span> School Closed	<span style="display: inline-block; width: 15px; height: 15px; background-color: green; border: 1px solid black;"></span> Teacher Work Day/Non Student Day	Last Day of Semester 1 First & Last Day of School
<span style="display: inline-block; width: 15px; height: 15px; background-color: blue; border: 1px solid black;"></span> LP Start/End	<span style="display: inline-block; width: 15px; height: 15px; background-color: pink; border: 1px solid black;"></span> Vacation	
<span style="display: inline-block; width: 15px; height: 15px; background-color: orange; border: 1px solid black;"></span> Holiday/End of LP		

# 2023-2024 205 Day Work Calendar



July 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					5

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		23

September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						20

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				22

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		15

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						14

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			17

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		20

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						16

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				21

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	22

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						10

### School Year Dates

Aug 1	Teachers Back to Work
Aug 14	First Day of School
Dec 20	End of Semester 1
Jan 19	Teacher In-Service
May 23	Last Day of School
May 31	Last Teacher Day

### Holidays

July 4	Independence Day
Sept 4	Labor Day
Nov. 10	Veteran's Day
Nov 17-24	Fall Break
Dec 21-Jan 5	Winter Break
Jan 15	Martin Luther King Jr Day
Feb 19	President's Day
Apr 1	Cesar Chavez Day
March 25-April 1	Spring Break
May 27	Memorial Day
June 19	Juneteenth

### Learning Periods

LP 1	8/14-9/15
LP 2	9/18-10/27
LP 3	10/30-12/8
LP 4	12/11-1/5
LP 5	1/8-2/9
LP 6	2/12-3/8
LP 7	3/11-4/12
LP 8	4/15-5/23

### Events

First Day of School - Aug 15
Last Day of School - May 23
All Staff PD - Jan 19
1st Semester Ends - Dec 20 (85 Days)
2nd Semester Ends - May 23 (90 Days)

### School Accountability

Every LP	Attendance Logs/AWRs
Every LP	Work Samples
Every 20 School Days	Student Conference
P1	Dec. 8
P2	Apr 12
190 Teacher Work Day	

### Assessment Windows

Feb-March	PFT Testing for 5,7,9
Mar-May	SBAC Testing
Fall, Winter, Spring	School Assessments

School Closed  
 LP Start/End  
 Holiday/End of LP

Teacher Work Day/Non Student Day  
 Vacation

Last Day of Semester 1  
 First & Last Day of School

# 2023-2024 210 Day Work Calendar



July 2023						
S	M	T	W	T	F	S
						1
	2					8
	9					15
	16					22
	23		25	26	27	28
	30	31				5

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						23

September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						20

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						22

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						15

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						14

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
						17

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		
						20

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						16

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
						21

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						22

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						15

School Year Dates	
Aug 1	Teachers Back to Work
Aug 14	First Day of School
Dec 20	End of Semester 1
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May 31	Last Teacher Day

Holidays	
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Sept 4	Labor Day
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Nov 17-24	Fall Break
Dec 21-Jan 5	Winter Break
Jan 15	Martin Luther King Jr Day
Feb 19	President's Day
Apr 1	Cesar Chavez Day
March 25-April 1	Spring Break
May 27	Memorial Day
June 19	Juneteenth

Learning Periods	
LP 1	8/14-9/15
LP 2	9/18-10/27
LP 3	10/30-12/8
LP 4	12/11-1/5
LP 5	1/8-2/9
LP 6	2/12-3/8
LP 7	3/11-4/12
LP 8	4/15-5/23

Events
First Day of School - Aug 15
Last Day of School - May 23
All Staff PD - Jan 19
1st Semester Ends - Dec 20 (85 Days)
2nd Semester Ends - May 23 (90 Days)

School Accountability
Every LP Attendance Logs/AWRs
Every LP Work Samples
Every 20 School Days Student Conference
P1 Dec. 8
P2 Apr 12
190 Teacher Work Day

Assessment Windows
Feb-March PFT Testing for 5,7,9
Mar-May SBAC Testing
Fall, Winter, Spring School Assessments

School Closed	Teacher Work Day/Non Student Day	Last Day of Semester 1
LP Start/End	Vacation	First & Last Day of School
Holiday/End of LP		

# 2023-2024 215 Day Work Calendar



July 2023						
S	M	T	W	T	F	S
						1
2		4				8
9						15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					11

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		23

September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						20

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				22

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		15

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						14

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			17

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		20

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						16

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				21

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	22

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						14

School Year Dates	
Aug 1	Teachers Back to Work
Aug 14	First Day of School
Dec 20	End of Semester 1
Jan 19	Teacher In-Service
May 23	Last Day of School
May 31	Last Teacher Day

Holidays	
July 4	Independence Day
Sept 4	Labor Day
Nov 10	Veteran's Day
Nov 17-24	Fall Break
Dec 21-Jan 5	Winter Break
Jan 15	Martin Luther King Jr Day
Feb 19	President's Day
Apr 1	Cesar Chavez Day
March 25-April 1	Spring Break
May 27	Memorial Day
June 19	Juneteenth

Learning Periods	
LP 1	8/14-9/15
LP 2	9/18-10/27
LP 3	10/30-12/8
LP 4	12/11-1/5
LP 5	1/8-2/9
LP 6	2/12-3/8
LP 7	3/11-4/12
LP 8	4/15-5/23

Events
First Day of School - Aug 15
Last Day of School - May 23
All Staff PD - Jan 19
1st Semester Ends - Dec 20 (85 Days)
2nd Semester Ends - May 23 (90 Days)

School Accountability
Every LP Attendance Logs/AWRs
Every LP Work Samples
Every 20 School Days Student Conference
P1 Dec. 8
P2 Apr 12
190 Teacher Work Day

Assessment Windows
Feb-March PFT Testing for 5,7,9
Mar-May SBAC Testing
Fall, Winter, Spring School Assessments

School Closed	Teacher Work Day/Non Student Day	Last Day of Semester 1
LP Start/End	Vacation	First & Last Day of School
Holiday/End of LP		

# 2023-2024 220 Day Work Calendar

July 2023						
S	M	T	W	T	F	S
						1
2		4				8
9						15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					11

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		23

September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						20

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				22

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		15

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						14



### School Year Dates

Aug 1	Teachers Back to Work
Aug 14	First Day of School
Dec 20	End of Semester 1
Jan 19	Teacher In-Service
May 23	Last Day of School
May 31	Last Teacher Day

### Holidays

July 4	Independence Day
Sept 4	Labor Day
Nov 10	Veteran's Day
Nov 17-24	Fall Break
Dec 21-Jan 5	Winter Break
Jan 15	Martin Luther King Jr Day
Feb 19	President's Day
Apr 1	Cesar Chavez Day
March 25-April 1	Spring Break
May 27	Memorial Day
June 19	Juneteenth

### Learning Periods

LP 1	8/14-9/15
LP 2	9/18-10/27
LP 3	10/30-12/8
LP 4	12/11-1/5
LP 5	1/8-2/9
LP 6	2/12-3/8
LP 7	3/11-4/12
LP 8	4/15-5/23

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			17

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		20

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						16

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				21

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	22

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						19

Events
First Day of School - Aug 15
Last Day of School - May 23
All Staff PD - Jan 19
1st Semester Ends - Dec 20 (85 Days)
2nd Semester Ends - May 23 (90 Days)

School Accountability
Every LP Attendance Logs/AWRs
Every LP Work Samples
Every 20 School Days Student Conference
P1 Dec. 8
P2 Apr 12
190 Teacher Work Day

Assessment Windows
Feb-March PFT Testing for 5,7,9
Mar-May SBAC Testing
Fall, Winter, Spring School Assessments

School Closed	Teacher Work Day/Non Student Day	Last Day of Semester 1
LP Start/End	Vacation	First & Last Day of School
Holiday/End of LP		

# 2023-2024 225 Day Work Calendar

July 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					16

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		23

September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						20

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				22

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		15

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						14



### School Year Dates

Aug 1	Teachers Back to Work
Aug 14	First Day of School
Dec 20	End of Semester 1
Jan 19	Teacher In-Service
May 23	Last Day of School
May 31	Last Teacher Day

### Holidays

July 4	Independence Day
Sept 4	Labor Day
Nov. 10	Veteran's Day
Nov 17-24	Fall Break
Dec 21-Jan 5	Winter Break
Jan 15	Martin Luther King Jr Day
Feb 19	President's Day
Apr 1	Cesar Chavez Day
March 25-April 1	Spring Break
May 27	Memorial Day
June 19	Juneteenth

### Learning Periods

LP 1	8/14-9/15
LP 2	9/18-10/27
LP 3	10/30-12/8
LP 4	12/11-1/5
LP 5	1/8-2/9
LP 6	2/12-3/8
LP 7	3/11-4/12
LP 8	4/15-5/23

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			17

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		20

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						16

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				21

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	22

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						19

Events
First Day of School - Aug 15
Last Day of School - May 23
All Staff PD - Jan 19
1st Semester Ends - Dec 20 (85 Days)
2nd Semester Ends - May 23 (90 Days)

School Accountability
Every LP Attendance Logs/AWRs
Every LP Work Samples
Every 20 School Days Student Conference
P1 Dec. 8
P2 Apr 12
190 Teacher Work Day

Assessment Windows
Feb-March PFT Testing for 5,7,9
Mar-May SBAC Testing
Fall, Winter, Spring School Assessments

School Closed	Teacher Work Day/Non Student Day	Last Day of Semester 1
LP Start/End	Vacation	First & Last Day of School
Holiday/End of LP		

# 2023-2024 Classified work Calendar

July 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					20

  

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		23

  

September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						20

  

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				22

  

November 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		18

  

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						16



### School Year Dates

Aug 1	Teachers Back to Work
Aug 14	First Day of School
Dec 20	End of Semester 1
Jan 19	Teacher In-Service
May 23	Last Day of School
May 31	Last Teacher Day

### Holidays

July 4	Independence Day
Sept 4	Labor Day
Nov 10	Veteran's Day
Nov 23	Thanksgiving
Dec 25	Christmas Day
Jan 15	Martin Luther King Jr Day
Feb 19	President's Day
Apr 1	Cesar Chavez Day
March 25-April 1	Spring Break
May 27	Memorial Day
June 19	Juneteenth

Classified (12 Paid non-working days)	
November 22 & 24	
December 26, 27, 28, 29 & January 2	
March 25, 26, 27, 28, 29	

### Events

First Day of School - Aug 15
Last Day of School - May 23
All Staff PD - Jan 19
1st Semester Ends - Dec 20 (85 Days)
2nd Semester Ends - May 23 (90 Days)

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			20

  

February 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		20

  

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						16

  

April 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				22

  

May 2024						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	22

  

June 2024						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						19

Holiday

Paid non-working day