

REGULAR MEETING AGENDA

September 11th 2023 at 6:30PM  
82 Second Street, Yuba City, CA 95991

A full Board packet is available for review at AeroSTEM Academy school office from 8am to 4pm, Monday through Friday (excluding legal holidays), and AeroSTEM Academys' website at [aerostem.org](http://aerostem.org).

### MISSION STATEMENT

*AeroSTEM Academy prepares students of today for the growing college and career opportunities of tomorrow. By exploring Science, Technology, Engineering, and Mathematics (STEM) through the lens of aerospace, students gain the knowledge and skills necessary to contribute to a dynamic, technology-intensive economy. AeroSTEM Academy creates a culture of character and collaboration in close partnership with college and professional communities. The educational program encourages imagination, incorporates experiential learning, and provides opportunities to engineer solutions.*

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL OF MEMBERS

Tony Barber, Board President

Present

Absent





Marvin King, Treasurer





John Floe, Community Board Member





June McJunkin, SCSOS Representative





Rikki Shaffer, NCAI Representative





Jennifer Chaplin, Parent Representative





4. APPROVAL OF BOARD AGENDA

*Action to add or delete items from any portion of the agenda or to discuss any consent agenda items must be taken prior to adoption of agenda.*

4.1. APPROVAL OF BOARD AGENDA

**Motion:** \_\_\_\_\_ **Second:** \_\_\_\_\_ **Ayes:** \_\_\_\_\_ **Noes:** \_\_\_\_\_ **Abstain:** \_\_\_\_\_

5. COMMENT FROM MEMBERS OF THE PUBLIC CONCERNING ITEMS NOT ON THE AGENDA

*Members of the public are given an opportunity to address the Board regarding items not listed on the agenda. The California Government Code, Section 54954.3(a) states, ".....no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2."*

6. CONSENT AGENDA

*All matters listed under the Consent Agenda are considered to be routine and all will be enacted by one motion with a roll call vote. There will be no separate discussion of these items unless a member of the Board of Education, audience, or staff requests that specific items be removed from the Consent Agenda for separate action. Any items removed will be considered after the motion to approve the Consent Agenda.*

6.1. Approve Minutes for August 7, 2023 – Regular Meeting

**Motion:** \_\_\_\_\_ **Second:** \_\_\_\_\_ **Ayes:** \_\_\_\_\_ **Noes:** \_\_\_\_\_ **Abstain:** \_\_\_\_\_

7. DISCUSSION ITEMS

7.1. DIRECTOR'S REPORT

7.1.1. Facilities

7.1.2. Food Services

7.1.3. Enrollment

7.1.4. Special Education

7.2. Yearly Board Calendar

7.3. Policy Updates

8. ACTION ITEMS

8.1. GANN Resolution

**Motion:** \_\_\_\_\_ **Second:** \_\_\_\_\_ **Ayes:** \_\_\_\_\_ **Noes:** \_\_\_\_\_ **Abstain:** \_\_\_\_\_

8.2. EDUCATION PROTECTION ACCOUNT RESOLUTION

**Motion:** \_\_\_\_\_ **Second:** \_\_\_\_\_ **Ayes:** \_\_\_\_\_ **Noes:** \_\_\_\_\_ **Abstain:** \_\_\_\_\_

8.3. Employee Handbook

**Motion:** \_\_\_\_\_ **Second:** \_\_\_\_\_ **Ayes:** \_\_\_\_\_ **Noes:** \_\_\_\_\_ **Abstain:** \_\_\_\_\_

8.4. 23-09 Educational Records and Student Information Policy - BP

**Motion:** \_\_\_\_\_ **Second:** \_\_\_\_\_ **Ayes:** \_\_\_\_\_ **Noes:** \_\_\_\_\_ **Abstain:** \_\_\_\_\_

8.5. 23-02 Graduation Requirements - BP

**Motion:** \_\_\_\_\_ **Second:** \_\_\_\_\_ **Ayes:** \_\_\_\_\_ **Noes:** \_\_\_\_\_ **Abstain:** \_\_\_\_\_

9. BOARD COMMENTS

10. FUTURE BOARD ITEMS

10.1. Unaudited Actuals

11. ADJOURNMENT

11.1. Motion to adjourn

**Motion:** \_\_\_\_\_ **Second:** \_\_\_\_\_ **Ayes:** \_\_\_\_\_ **Noes:** \_\_\_\_\_ **Abstain:** \_\_\_\_\_

*In compliance with the Americans with Disabilities Act, for those requiring special assistance to access the Board Meeting room, to access written documents being discussed at the Board Meeting, or to otherwise participate at Board Meetings, please contact the school office at 530-742-2531 for assistance.*

*Notification at least 48 hours prior to the meeting will enable the school office to make reasonable arrangements to ensure accessibility to the Board Meeting and to provide any required accommodations, auxiliary aids or services.*

*All Open Session Agenda related documents, including materials distributed less than 72 hours prior to the scheduled meeting, are available to the public for viewing at the school office located at 82 Second Street, Yuba City, CA 95991*

TO: Board of Directors

AGENDA ITEM: 71

DATE: 8/7/2023

ITEM: Executive Director's Report

SUBMITTED FOR: Information

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**Background and Summary Information:** The executive director will update the board on the following items that have had movement since the previous board update.

- Facilities
- Food Services
- Enrollment
- Special Education

**Financial/Educational Impact:** Decisions in all areas were made with consideration for the approved budget to create the best program within the budget.

**Staff Recommendation:** No recommendation needed

TO: Board of Directors

AGENDA ITEM: 7.2

DATE: 9/11/23

ITEM: Yearly Board Calendar

SUBMITTED FOR: Discussion

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**Background and Summary Information:** In order to meet all compliance issues and to help the AeroSTEM Academy board to function in a more cohesive manner, it was found that a general yearly board calendar would be beneficial.

**Financial/Educational Impact:** Potential impacts to compliance, financial and educational areas of the school by improving board function.

**Staff Recommendation:** Discussion only

Q 1	July	August	September
<b>Topics</b>		<ul style="list-style-type: none"> <li>- Enrollement Update</li> <li>- Revise/Adjust LCAP document as directed by SCSOS</li> <li>- Stakeholder Survey Analysis</li> <li>- Board Training/Brown Act</li> <li>- Board Goal Setting</li> <li>- ED Goal Setting</li> </ul>	<ul style="list-style-type: none"> <li>- EPA</li> <li>- GANN Limit</li> <li>- CARS</li> <li>- Unaudited</li> <li>- Enrollement Update</li> </ul>
Q 2	October	November	December
<b>Topics</b>	<ul style="list-style-type: none"> <li>- Enrollement Update</li> <li>- Site Safety Plan Updates</li> <li>- CAASPP/Dashboard</li> <li>- Academic Update</li> </ul>	<ul style="list-style-type: none"> <li>- Enrollement Update</li> <li>- Parent Survey Review</li> <li>- LCAP Update</li> </ul>	<ul style="list-style-type: none"> <li>- ED Mid-Year Eval</li> <li>- Enrollement Update</li> <li>- 1st Interim Report</li> <li>- WASC update</li> </ul>
Q 3	January	February	March
<b>Topics</b>	<ul style="list-style-type: none"> <li>- Approve Strat Plan</li> <li>- Enrollement Update</li> <li>- Governor' Budget</li> <li>- Audit Report</li> </ul>	<ul style="list-style-type: none"> <li>- Enrollement Update</li> <li>- Academic Update</li> <li>- SARC Overview</li> <li>- CARS Report</li> <li>- Set Stakeholder Meeting schedule</li> </ul>	<ul style="list-style-type: none"> <li>- Review Site Safety Plan</li> <li>- Enrollement Update</li> <li>- Approve 2nd Interim</li> <li>- Form 700</li> <li>- Stakeholder Meetings &amp; Surveys</li> <li>- WASC Visit</li> </ul>
Q 4	April	May	June
<b>Topics</b>	<ul style="list-style-type: none"> <li>- Enrollement Update</li> <li>- Parent Survey Review</li> <li>- LCAP Overview</li> <li>- Stakeholder Meetings</li> <li>- Parent Advisory Meetings</li> <li>- 30 Day Public Input</li> </ul>	<ul style="list-style-type: none"> <li>- Enrollement Update</li> <li>- Academic Calendar Review/Approval</li> <li>- Budget Development</li> </ul>	<ul style="list-style-type: none"> <li>- ED Eval</li> <li>- Family Handbook</li> <li>- Employee Handbook</li> <li>- Enrollement Update</li> <li>- Final Budget Adoption</li> <li>- LCAP Draft &amp; Public Hearing</li> <li>- LCAP Adoption</li> </ul>

TO: Board of Directors  
DATE: 9/11/23  
ITEM: Policy Updates

AGENDA ITEM: 7.3

SUBMITTED FOR: Discussion

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**Background and Summary Information:** As fact finding has occurred this year, it was found that many board policies need to be updated or created for the school to be in compliance. This discussion is to explore how the board would like to move forward with this process.

**Financial/Educational Impact:** Potential impacts to compliance, financial and educational areas of the school.

**Staff Recommendation:** Discussion only

TO: Board of Directors  
DATE: 9/11/23  
ITEM: GANN Resolution

AGENDA ITEM: 8.1  
SUBMITTED FOR: Action

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RESOLUTION FOR THE GANN AMENDMENT  
RESOLUTION NO. 09112023-1

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and, WHEREAS, the District must establish a revised Gann limit for the 2018-19 fiscal year and a projected Gann Limit for the 2019-20 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2018-19 and 2019-20 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2022-23 and 2023-24 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district. I hereby certify that the foregoing is a true copy of the resolution adopted by the District School District in a meeting therefore held on Month day, year by the following:

Ayes:  
Noes:  
Absent:

Tony Barber  
President, Board of Education

Joseph Clark  
Executive Director

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TO: Board of Directors

AGENDA ITEM: 8.2

DATE: 9/11/23

ITEM: EDUCATION PROTECTION ACCOUNT RESOLUTION

SUBMITTED FOR: Action

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## RESOLUTION FOR THE EDUCATION PROTECTION ACCOUNT

RESOLUTION NO. 09112023-2

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30 th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of AeroSTEM Academy;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of AeroSTEM Academy has determined to spend the monies received from the Education Protection Act.

DATED: 9/11/2023

Board Member

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Board Member

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Board Member

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Board Member

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Board Member

TO: Board of Directors

AGENDA ITEM: 8.3

DATE: 9/11/23

ITEM: Employee Handbook

SUBMITTED FOR: Action

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**Background and Summary Information:** The AeroSTEM Academy employee handbook has been outdated for one to two years. This update corrects legal, HR, and policies issues from previous handbooks.

**Financial/Educational Impact:** No financial cost to the current school budget. No education impact. Impacts the ability to recruit and retain high quality staff.

**Staff Recommendation:** Staff recommends approval.



## **Employee Handbook**

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**ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK**

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE EXECUTIVE DIRECTOR.

EMPLOYEE NAME: \_\_\_\_\_

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

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

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

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

EMPLOYEE NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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<a href="#">INTRODUCTION TO HANDBOOK</a>	<a href="#">1</a>
<a href="#">CONDITIONS OF EMPLOYMENT</a>	<a href="#">2</a>
<a href="#">Equal Employment Opportunity Is Our Policy</a>	<a href="#">2</a>
<a href="#">Employment At-Will</a>	<a href="#">3</a>
<a href="#">Child Abuse and Neglect Reporting</a>	<a href="#">4</a>
<a href="#">Criminal Background Checks</a>	<a href="#">4</a>
<a href="#">Tuberculosis Testing</a>	<a href="#">5</a>
<a href="#">Immigration Compliance</a>	<a href="#">5</a>
<a href="#">Professional Boundaries: Staff/Student Interaction Policy</a>	<a href="#">5</a>
<a href="#">Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation</a>	<a href="#">8</a>
<a href="#">Whistleblower Policy</a>	<a href="#">11</a>
<a href="#">Drug and Alcohol Free Workplace</a>	<a href="#">12</a>
<a href="#">Confidential Information</a>	<a href="#">12</a>
<a href="#">Conflict of Interest</a>	<a href="#">12</a>
<a href="#">Non-Smoking Workplace</a>	<a href="#">13</a>
<a href="#">THE WORKPLACE</a>	<a href="#">13</a>
<a href="#">Work Schedule</a>	<a href="#">13</a>
<a href="#">Meal and Rest Periods</a>	<a href="#">13</a>
<a href="#">Lactation Accommodation</a>	<a href="#">13</a>
<a href="#">Attendance and Tardiness</a>	<a href="#">14</a>
<a href="#">Time Cards/Records</a>	<a href="#">14</a>
<a href="#">Use of Email, Voicemail and Internet Access</a>	<a href="#">14</a>
<a href="#">Personal Business</a>	<a href="#">15</a>
<a href="#">Social Media</a>	<a href="#">15</a>
<a href="#">Personal Appearance/Standards of Dress</a>	<a href="#">16</a>
<a href="#">Health and Safety Policy</a>	<a href="#">16</a>
<a href="#">Security Protocols</a>	<a href="#">16</a>
<a href="#">Occupational Safety</a>	<a href="#">17</a>
<a href="#">Accident/Incident Reporting</a>	<a href="#">17</a>
<a href="#">Reporting Fires and Emergencies</a>	<a href="#">17</a>
<a href="#">EMPLOYEE WAGES AND HEALTH BENEFITS</a>	<a href="#">18</a>
<a href="#">Payroll Withholdings</a>	<a href="#">18</a>
<a href="#">Overtime Pay</a>	<a href="#">18</a>
<a href="#">Paydays</a>	<a href="#">19</a>
<a href="#">Wage Attachments and Garnishments</a>	<a href="#">19</a>
<a href="#">Medical Benefits</a>	<a href="#">19</a>
<a href="#">MEDICARE</a>	<a href="#">21</a>

---

<a href="#">COBRA Benefits</a>	21
<a href="#">Voluntary Benefits</a>	23
<a href="#">PERSONNEL EVALUATION AND RECORD KEEPING</a>	25
<a href="#">Employee Reviews and Evaluations</a>	25
<a href="#">Personnel Files and Record Keeping Protocols</a>	25
<a href="#">HOLIDAYS, VACATIONS AND LEAVES</a>	26
<a href="#">Holidays</a>	26
<a href="#">Vacation</a>	26
<a href="#">Unpaid Leave of Absence</a>	27
<a href="#">Sick Leave</a>	27
<a href="#">COVID Supplemental Paid Sick Leave</a>	28
<a href="#">Personal Leave</a>	29
<a href="#">Family Care and Medical Leave</a>	29
<a href="#">Pregnancy Disability Leave</a>	34
<a href="#">Industrial Injury Leave (Workers' Compensation)</a>	38
<a href="#">Military and Military Spousal Leave of Absence</a>	39
<a href="#">Bereavement Leave</a>	40
<a href="#">Jury Duty or Witness Leave</a>	40
<a href="#">Voting Time Off</a>	40
<a href="#">School Appearance and Activities Leave</a>	40
<a href="#">Bone Marrow and Organ Donor Leave</a>	41
<a href="#">Victims of Abuse Leave</a>	41
<a href="#">Returning From Leave of Absence</a>	42
<a href="#">DISCIPLINE AND TERMINATION OF EMPLOYMENT</a>	43
<a href="#">Rules of Conduct</a>	43
<a href="#">Off-Duty Conduct</a>	44
<a href="#">Unauthorized Leave/Position Abandonment</a>	44
<a href="#">Termination of Employment</a>	45
<a href="#">INTERNAL COMPLAINT REVIEW</a>	46
<a href="#">Internal Complaints</a>	46
<a href="#">Policy for Complaints Against Employees</a>	46
<a href="#">General Requirements</a>	47
<a href="#">AMENDMENT TO EMPLOYEE HANDBOOK</a>	48

## INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with AeroSTEM Academy (hereinafter referred to as “AeroSTEM” or the “School”). It explains some of our philosophies and beliefs and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

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

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

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

Employees must sign the acknowledgment form at the beginning of this Handbook and return it to the Executive Director. This will provide the School with a record that each employee has received this Handbook.

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## CONDITIONS OF EMPLOYMENT

### Equal Employment Opportunity Is Our Policy

(BP 17-10)

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

- A. Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- B. Color;
- C. Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- D. Sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- E. 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);
- F. Religious creed (including religious dress and grooming practices);
- G. Marital/registered domestic partner status;
- H. Age (forty (40) and over);
- I. 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);
- J. Physical or mental disability (including HIV and AIDS);
- K. Medical condition (including cancer and genetic characteristics);
- L. Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault, and stalking;
- M. Genetic information;
- N. Sexual orientation;

- O. Military and veteran status; or
- P. Any other consideration made unlawful by federal, state, or local laws.

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

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

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

## **Employment At-Will**

Except if stated expressly otherwise by employment contract, all employees are considered “at-will” employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice. Employees are not guaranteed employment for any length of time, including the length of the school year, or the length of any class assignment.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not

all-inclusive and are not intended to restrict the School's right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify agreements for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent regarding "at-will" employment. Any attempt to do so will be null and void.

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

## **Employment Types**

There are two (2) types of classified employees: full-time/part-time regular classified employees and temporary part-time classified hourly employees. Full-time classified employees work eight (8) hours a day, (40) hours per week and twelve (12) months per year. A classified employee who works less than a regular forty (40) hour workweek and/or less than twelve (12) months per year is a part-time employee.

There are two (2) types of certificated employees: full-time/part-time teachers and temporary part-time certificated hourly employees. Full-time teachers work seven and one-half (7.5) hours per day, thirty-seven and one-half (37.5) hours per week and eleven (11) months per year.

Instructional Specialists are certificated temporary part-time hourly. The employment terms for this position are defined in the At-Will Employment Agreement. The School may hire Instructional Specialists for specific dates of service or for specific services to be performed. The job assignment, work schedule and duration of the position will be determined on an individual basis.

Vacancies to be filled shall be posted for not less than five (5) workdays. Vacancies may also be advertised outside. If an employee chooses to resign, he or she must provide at least ten (10) working days advance notice of the resignation to the Executive Director.

## **Child Abuse and Neglect Reporting**

(AR 17-06)

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

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

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

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

## **Criminal Background Checks**

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. Additionally, should an employee be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much to the Executive Director.

## Tuberculosis Testing

All employees of the School must submit written proof from a health care provider of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

## Immigration Compliance

AeroSTEM 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, AeroSTEM 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.

## **Professional Boundaries: Staff/Student Interaction Policy**

(BP 17-08)

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

### **Corporal Punishment**

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

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

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

- A. Examples of PERMITTED actions (NOT corporal punishment)
  - a. Stopping a student from fighting with another student;
  - b. Preventing a pupil from committing an act of vandalism;
  - c. Defending yourself from physical injury or assault by a student;
  - d. Forcing a pupil to give up a weapon or dangerous object;
  - e. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
  - f. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
- B. Examples of PROHIBITED actions (corporal punishment)
  - a. Hitting, shoving, pushing, or physically restraining a student as a means of control;

- b. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
- c. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

## **Acceptable and Unacceptable Staff/Student Behavior**

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

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

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

Some activities may seem innocent from a staff member's perspective but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable 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, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

## **Duty to Report Suspected Misconduct**

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report

the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

## **Examples of Specific Behaviors**

The following examples are not an exhaustive list:

### A. Unacceptable Staff/Student Behaviors (Violations of this Policy)

- a. Giving gifts to an individual student that are of a personal and intimate nature.
- b. Kissing of any kind;
- c. Any type of unnecessary physical contact with a student in a private situation;
- d. Intentionally being alone with a student away from the school;
- e. Making or participating in sexually inappropriate comments;
- f. Sexual jokes;
- g. Seeking emotional involvement with a student for your benefit;
- h. Listening to or telling stories that are sexually oriented;
- i. Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding;
- j. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

### B. Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

- a. Giving students a ride to/from school or school activities;
- b. Being alone in a room with a student at school with the door closed;
- c. Allowing students in your home.

### C. Cautionary Staff/Student Behaviors

*(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using better practices or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence.)*

- a. Remarks about the physical attributes or development of anyone;
- b. Excessive attention toward a particular student;
- c. Sending emails, text or chat messages or letters to students if the content is not about school activities.

### D. Acceptable and Recommended Staff/Student Behaviors

- a. Getting parents' written consent for any after-school activity;

- b. Obtaining formal approval to take students off school property for activities such as field trips or competitions;
- c. Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes; (Communication should be limited to school technology.)
- d. Keeping the door open when alone with a student;
- e. Keeping reasonable space between you and your students;
- f. Stopping and correcting students if they cross your own personal boundaries;
- g. Keeping parents informed when a significant issue develops about a student;
- h. Keeping after-class discussions with a student professional and brief;
- i. Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries;
- j. Involving your supervisor if conflict arises with the student;
- k. Informing the Executive Director about situations that have the potential to become more severe;
- l. Making detailed notes about an incident that could evolve into a more serious situation later;
- m. Recognizing the responsibility to stop unacceptable behavior of students or coworkers;
- n. Asking another staff member to be present if you will be alone with any type of special needs student;
- o. Asking another staff member to be present when you must be alone with a student after regular school hours;
- p. Giving students praise and recognition without touching them;
- q. Pats on the back, high fives and handshakes are acceptable;
- r. Keeping your professional conduct a high priority;
- s. Asking yourself if your actions are worth your job and career.

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

(BP 19-03) (BP 19-08)

AeroSTEM is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. AeroSTEM'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 person 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.

AeroSTEM 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 persons with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Executive Director or designee.

When AeroSTEM 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. AeroSTEM is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

## **Prohibited Unlawful Harassment**

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

## **Prohibited Unlawful Sexual Harassment**

AeroSTEM 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 A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- A. Physical assaults of a sexual nature, such as:
  - a. Rape, sexual battery, molestation or attempts to commit these assaults; and
  - b. Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
  
- B. Unwanted sexual advances, propositions or other sexual comments, such as:
  - a. Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience;
  - b. 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;
  - c. 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.
  
- C. Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
  - a. 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;

- b. Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- c. 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 AeroSTEM policy.

## **Whistleblower Policy**

AeroSTEM requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

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

employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

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

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

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

The School may require the employee to satisfactorily participate in and complete a drug assistance or rehabilitation program approved by a federal, state, local public health, law enforcement agency or other appropriate agency.

## **Drug-Free Awareness Program**

The School has established a drug-free awareness program to inform employees about:

- A. The dangers of drug abuse in the workplace;
- B. The school's Board Policies and Administrative Regulations of maintaining a drug-free workplace;
- C. Available drug counseling, rehabilitation, and employee assistance programs;
- D. The penalties that may be imposed on employees for drug abuse violations occurring in the workplace.

## **Confidential Information**

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

## **Conflict of Interest**

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

## **Non-Smoking Workplace**

The School is committed to a philosophy of wellness and health. The use of tobacco at any time on school property and in school vehicles is prohibited. This applies to all employees or interns attending any instruction program, activity, or athletic event. Smoking or the use of any tobacco-related products and disposal of any tobacco-related waste is prohibited within twenty-five (25) feet of any school facility. Any employee who violates this may be subject to discipline.

## **THE WORKPLACE**

### **Work Schedule**

Business hours are normally 8:00 a.m. – 4:30 p.m., Monday through Friday. The regular workday schedule for nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

### **Meal and Rest Periods**

Nonexempt employees working at least six (6) 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 AeroSTEM 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.

## **Lactation Accommodation**

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

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

## **Attendance and Tardiness**

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

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

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3)

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consecutive days without notifying the Executive Director or a designee will be considered a voluntary resignation from employment.

## **Timecards/Records**

By law, AeroSTEM is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall be required to utilize the School's time card system.

Nonexempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The timecard indicates when the employee arrived and when the employee departed. All nonexempt employees must clock in and out for arrival and departure along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Nonexempt employees are solely responsible for ensuring accurate information on their timecard and remembering to record time worked. If an employee forgets to mark their timecard or makes an error on the timecard, the employee must contact the Executive Director or a designee to make the correction and such correction must be initialed by both the employee and the Executive Director/designee.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking work-related emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's worksheet. Any employee who violates any aspect of this policy may be subject to disciplinary action up to and including release from at-will employment with the School.

## **Use of Email, Voicemail and Internet Access**

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

- A. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols
- B. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as

harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.

- C. Employees should not attempt to gain access to another employee's personal file or email or voicemail messages without the latter's express permission.
- D. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
- E. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's AeroSTEM email account.

## **Personal Business**

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

## **Social Media**

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

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

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- G. Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose Internet postings violate this or other School policies.

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

AeroSTEM employees serve as role models to the School's students. All employees should therefore maintain professional standards of dress and grooming. Accordingly, all employees shall adhere to the following standards of dress:

- A. Clothing and jewelry must be safe and appropriate to the educational environment.
- B. Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Shorts should be modest in length.
- C. Skirts and dresses should be no higher than three (3) inches above the knee.
- D. All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- E. Apparel depicting drugs, gangs, alcohol or violence may not be worn at School.
- F. Appropriate shoes must be worn at all times.

## **Health and Safety Policy**

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

Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. This includes abiding by requirements and/or recommendations as given by local or State health and education officials and adopted by AeroSTEM even within fluid change and uncertain conditions. Employees are expected to undergo training as provided to further their ability to ensure the safety of all stakeholders. Employees are required to report immediately to the Executive Director or a designee any potential health or safety hazards and all injuries or accidents.

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

## **Security Protocols**

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

## **Occupational Safety**

AeroSTEM is committed to the safety of its employees, community partners, contractors and the public and to providing a clear safety goal for management.

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

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

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

## **Accident/Incident Reporting**

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

## Reporting Fires and Emergencies

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

## EMPLOYEE WAGES AND HEALTH BENEFITS

### Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

- A. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
- B. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
- C. 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 the School. Certificated teachers are exempt from paying into Social Security taxes.
- D. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

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. 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 when it will go into effect.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Executive Director or a designee to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Executive Director or a designee. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Executive Director/designee and to fill out a new W-4 form.

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

## **Overtime Pay**

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

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*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.

## **Paydays**

Paydays are scheduled twice per month for nonexempt employees and once a month for exempt employees. If an employee observes any error in his or her check, it should be reported immediately to the Executive Director or a designee.

## **Wage Attachments and Garnishments**

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

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented with a second garnishment request concerning an employee, the Executive Director or a designee will discuss the situation with the employee.

## **Medical Benefits**

### **Eligibility**

Full-time employees working an average of forty (40) hours per week are eligible for medical coverage, subject to any restrictions by the insurance carrier.

Employees who go 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.

Part-time and Temporary employees working at least half (.5) full-time employment (FTE) are awarded medical benefits on a prorated basis where the School pays a portion of the medical benefits based on, and equivalent to, the employees percentage of FTE, up to the maximum "ALLOWANCE" of one thousand thirty three dollars (\$1,033), as outlined in **Appendix C** The School shall make monthly payments up to the "ALLOWANCE" listed below, and employees shall pay any amounts above the allowance.

## When Coverage Starts

Employee coverage will begin on the first day of the following month of employment. An enrollment form must be submitted to the Executive Director or a designee as soon as possible. This form serves as a request for coverage and authorizes any payroll deductions necessary to pay for coverage.

AeroSTEM will make available for full-time employees benefit plans in **Appendix C** effective 7/1/23.

The School provides an IRC 125 Plan for eligible employees through Aflac and Sterling Health Services Administration. A Group Life & AD&D policy is included with the benefits package for employees who are enrolled through the school in Tri-County Schools Insurance Group (TCSIG).

## MEDICARE

All Retirees age sixty-five (65) and older who are eligible for Medicare Part A must enroll in Medicare A and B. Eligible Retirees, upon retirement, shall be placed on the tiered rate structure or may be placed, with their Employer's approval, on a composite rate if they enroll two or more dependents and their former, active group is also composite. If a Retiree enrolls in both Medicare Parts A and B, TCSIG may provide a discounted contribution schedule, provided the Plan is secondary payer to Medicare.

## COBRA Benefits

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

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

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

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

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

- A. The employee dies while covered by the plan;
- B. The employee and his/her spouse become divorced or legally separated;
- C. The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or
- D. The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

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

AeroSTEM will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. AeroSTEM will then notify the employee or his/her dependents of the employee's rights.

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

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

- A. Premiums for continued coverage are not paid within thirty (30) days of the due date;
- B. The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any

pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;

- C. AeroSTEM stops providing group health benefits;
- D. The employee (or the employee's spouse or child) becomes entitled to Medicare;  
or
- E. The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

## **Voluntary Benefits**

Full-time staff and part-time employees working at least half (.5) full-time employment have the opportunity to enroll in several voluntary, employee-paid benefits programs. Premiums for any programs you may choose to enroll in will be deducted from your paycheck on a monthly and bi-monthly basis.

These programs may include:

- A. Flexible Saving Account (FSA) – Sterling Administration
- B. Health Saving Account (HSA) – Sterling Administration (Certain criteria must be met to be eligible)
- C. Accident Insurance – Colonial Life / Aflac
- D. Cancer Assist Insurance – Colonial Life / Aflac
- E. Critical Illness Insurance – Colonial Life / Aflac
- F. Individual Short-term Disability Insurance – Colonial Life / Aflac
- G. Group Medical Bridge/Hospital Confinement Insurance – Colonial Life / Aflac
- H. Whole Life Insurance – Colonial Life / Aflac
- I. Voluntary Term life Insurance – TCSGI-Voya
- J. 403(b) Plan
- K. 457(b) Plan

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## **PERSONNEL EVALUATION AND RECORD KEEPING**

### **Employee Reviews and Evaluations**

Performance evaluations will be conducted annually, unless a school emergency prohibits such exercises (Ex: school closure). The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. All teachers will submit a professional development plan that will become part of their performance review.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, communication, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance.

Salary and potential for advancement will be based largely upon job performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. On a periodic basis, the Executive Director or a designee will review employee job performance with an employee in order to establish goals for future performance and to discuss current performance. AeroSTEM's evaluation system will in no way alter the at-will employment relationship.

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

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Executive Director or a designee advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. AeroSTEM will restrict disclosure of personnel files to authorized individuals within the School. A request for

information contained in the personnel file must be directed to the Executive Director. Only the Executive Director or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

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

## **HOLIDAYS, VACATIONS AND LEAVES**

### **Holidays**

The AeroSTEM calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- A. New Year's Day
- B. Martin Luther King Jr. Birthday
- C. Lincoln's Day
- D. Washington's Day
- E. Memorial Day
- F. Independence Day
- G. Juneteenth Day
- H. Labor Day
- I. Veteran's Day
- J. Thanksgiving
- K. Friday after Thanksgiving
- L. Day before Christmas
- M. Christmas Day

Part-time employees working on a twelve (12) month schedule shall be eligible for prorated paid holidays. All other part-time employees and temporary employees are not eligible for paid holidays.

In order to qualify for holiday pay, employees must work or be in paid status (e.g., sick leave, vacation) the scheduled workday immediately before and after the holiday. Only excused absences will be considered as exceptions. Employees will not be docked holiday pay for using paid sick leave prior to the paid holiday.

Other days during the school year, such as days during the School's calendared breaks, shall not be paid time for teachers and instructional specialists in active status.

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Executive Director or a designee. The employee will be paid if the religious holiday is taken as an earned paid leave day (i.e. vacation, personal necessity day, etc., as applicable). The employee will not be paid if the religious holiday is taken as a personal leave of absence day. Employees on any leave of absence do not earn holiday pay.

## **Vacation**

Full-time classified employees earn 120 hours/15 days yearly of vacation time.

Part-time employees working on a twelve (12) month schedule are eligible for a prorated amount of paid vacation. All other part-time employees and temporary employees do not receive vacation.

While the School recognizes the importance of vacation time as a period of rest and rejuvenation away from the job, vacations must be scheduled with due consideration for "peak traffic periods" in the school. With this in mind, it is expected that vacation time will be taken when school is not in session.

Any vacation time taken during the school year or otherwise should be coordinated and cleared by the Executive Director or a designee subject to scheduling. No vacation time may be taken by clerical staff during the last two (2) weeks of August unless specifically authorized by the Executive Director or a designee.

For clerical employees, vacation days should be taken when school is not in session, preferably between June 15 to August 1. Vacation time is figured on a school year beginning with the opening of school rather than on a fiscal year.

Vacation time may not be utilized before it is earned.

An employee whose employment terminates will be paid for accrued unused vacation days. Vacation can accrue up to a maximum of two (2) times an employee's annual accrual. Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation compensation will begin to accrue again.

There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

## **Unpaid Leave of Absence**

AeroSTEM 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 vacation pay, provided that the vacation pay was earned prior to the commencement of leave. No vacation time is accrued during any type of unpaid leave of absence. Sick leave may not be earned while on unpaid leaves of absence.

## **Sick Leave**

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) or a designated person (i.e., a person identified by the employee at the time the employee requests sick leave) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees are limited to one (1) designated person per twelve (12) month period. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all School employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. Full-time certificated eleven (11) month employees will accrue seven and one-half (7.5) hours per month or eighty-two and one-half (82.5) hours per work year. Part-time employees accrue sick time on a prorated basis. Full-time classified twelve (12) month

employees will accrue eight (8) hours per month or ninety-six (96) hours per work year. Part-time employees accrue sick time on a prorated basis. All temporary part-time employees will accrue one (1) hour per thirty (30) hours worked per work year.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of one (1) hour. Full and part-time employees have no limitations as to accrual of sick leave, but may not use more than one hundred sixty (160) hours of accrued sick time per school year. In addition, accrued sick and vacation leave may be used for absences for which the full and part-time employee is receiving compensation for lost wages under some other insurance program, i.e. SDI or Worker's Comp, up to the maximum allowance of one hundred sixty (160) hours per school year as long as sick leave and other insurance programs combined do not exceed an employee's regular monthly paid income. Upon a full or part-time employee's separation from the School, any unused sick leave will be certified to the employee's retirement system for possible service credit, per the rules and limitations of the retirement system. The School does not pay full and part-time employees in lieu of unused sick leave. Temporary part-time employees' accrued sick time is paid out at the end of each school year.

Upon written request to the Executive Director or designee, an employee may gift eight (8) hours of sick leave per school year to a fellow employee.

Employees absent longer than three (3) days due to illness may be required to provide medical evidence of illness and/or medical certification of fitness to return to work satisfactory to the School. Two (2) days consecutive absence without notice to the School may be deemed a voluntary resignation by the employee.

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

## **Personal Necessity Leave**

Full-time and Part-time classified employees are permitted to use sixteen (16) hours of their sick leave for personal necessity leave purposes each year so that personal business may be attended to during normal business hours. Whenever possible, personal necessity leave should be requested prior to the time off and approved by the Executive Director or a designee.

Personal time may be used in up to four (4) hour increments. Personal necessity leave is not vacation, carried over from year to year, or paid out upon separation from employment. Temporary Part-Time Hourly employees are not eligible for personal necessity leave.

## **Family Care and Medical Leave**

This 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.

### A. 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).

### B. Events That May Entitle an Employee To FMLA/CFRA Leave

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

- a. 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.
- b. 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).
  - i. 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.

- ii. “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.
- iii. “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.
- iv. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.

- c. 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.
- d. 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.
- e. 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.

#### C. Amount of FMLA/CFRA Leave Which May Be Taken

- a. 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.

- b. 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.
- c. 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.
- d. 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.

#### D. Pay during FMLA/CFRA Leave

- a. 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.
- b. 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.
- c. If an employee has exhausted his/her sick leave, leave taken under FMLA/CFRA shall be unpaid leave.
- d. 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

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period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

## E. 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.

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

- a. 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
- b. 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.

## F. 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.

## G. Medical Certifications

- a. 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.

- b. 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.
  - c. 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.
  - d. 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.
- H. Procedures for Requesting and Scheduling FMLA/CFRA Leave
- a. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
  - b. 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.
  - c. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
  - d. 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.
  - e. 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.

- f. 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.
  - g. 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.
- I. Return to Work
- a. 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.
  - b. 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).
  - c. 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.
  - d. 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.

J. 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.

### A. 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.

### B. 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:

- a. 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
- b. The employee needs to take time off for prenatal care.

### C. 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.

#### D. Pay during Pregnancy Disability Leave

- a. 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.
- b. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
- c. 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.

#### E. Health Benefits

AeroSTEM 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. AeroSTEM can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

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

#### F. 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.

## G. Medical Certifications

- a. 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.
- b. 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.

## H. Requesting and Scheduling Pregnancy Disability Leave

- a. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Executive Director. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
- b. An 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.
- c. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
- d. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
- e. 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.
- f. 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.

## I. Return to Work

- a. 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:
    - i. 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.
    - ii. 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.
    - iii. 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.
  - b. 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).
  - c. In accordance with AeroSTEM 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.
  - d. 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.
- J. 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.

## Industrial Injury Leave (Workers' Compensation)

AeroSTEM, 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:

- A. Medical care;
- B. Cash benefits, tax-free to replace lost wages; and
- C. 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:

- A. Immediately report any work-related injury to the Business Director;
- B. Seek medical treatment and follow-up care if required;
- C. Complete a written Employee's Claim Form (DWC Form 1) and return it to the Business Director; and
- D. Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from 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. AeroSTEM, 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.

- A. 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.
- B. All accidents and injuries must be reported to the Executive Director and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift 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.
- C. 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.

- D. Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

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

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

If military leave is for thirty (30) or fewer days, 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, AeroSTEM 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.

AeroSTEM 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.

## **Bereavement Leave**

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of bereavement leave due to the death of a covered family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law). Full-time employees are entitled to up to three (3) days of pay during bereavement leave (or five [5] days of pay if out-of-state travel or travel of four hundred [400] miles or more is required). For all other employees, bereavement leave shall be unpaid unless an employee elects to use available accrued/unused paid leave. Bereavement leave must be utilized within three (3) months of the covered family member's date of death. Bereavement pay will not be used in computing overtime pay. Upon request, an employee may be required to provide documentation of the death of a covered family member.

## **Jury Duty or Witness Leave**

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all nonexempt employees, the School will pay for up to three (3) days if an employee is called to serve on a jury.

## **Voting Time Off**

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Executive Director at least two (2) days notice.

## **School Appearance and Activities Leave**

As required by law, AeroSTEM 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 AeroSTEM, 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 advance notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

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

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

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

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

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ

donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

## **Victims of Abuse Leave**

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

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

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

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

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

## **Returning From Leave of Absence**

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

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

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## **DISCIPLINE AND TERMINATION OF EMPLOYMENT**

### **Rules of Conduct**

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

- A. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
- B. Unprofessional conduct.
- C. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
- D. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
- E. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
- F. Fighting or instigating a fight on School premises.
- G. Violations of the drug and alcohol policy.
- H. Using or possessing firearms, weapons or explosives of any kind on School premises.
- I. Gambling on School premises.
- J. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
- K. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record the clock card.
- L. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.

- M. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
- N. Excessive absenteeism or tardiness excused or unexcused.
- O. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
- P. Immoral or indecent conduct.
- Q. Conviction of a criminal act.
- R. Engaging in sabotage or espionage (industrial or otherwise)
- S. Violations of the sexual harassment policy.
- T. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
- U. Sleeping during work hours.
- V. Release of confidential information without authorization.
- W. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
- X. Refusal to speak to supervisors or other employees.
- Y. Dishonesty.
- Z. Failure to possess or maintain the credential/certificate required of the position.

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

## **Off-Duty Conduct**

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

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

- A. Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.

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

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

## **Unauthorized Leave/Position Abandonment**

Unauthorized leave is defined as non-performance of assigned duties and responsibilities. Such unauthorized leave may include but is not limited to refusal to provide service, unauthorized use of leave or leave benefits, excessive absences or tardiness, non-attendance at required meetings and failure to perform required assignments. An employee is considered to have 'abandoned his/her position' and voluntarily terminated service if he/she fails to report to his/her scheduled work assignment, without any notice, for two (2) consecutive workdays.

Following this two (2) day period, the Executive Director/designee shall notify the employee, in writing, that he/she has voluntarily terminated his/her position. Notification shall be sent by registered mail to the most recent address on file in the School Office as provided by the employee.

## **Termination of Employment**

Should it become necessary for an employee to terminate their at-will employment with the School, employees should notify the Executive Director regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

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When an employee terminates their at-will employment, they will be entitled to all earned but unused vacation pay. If an employee is participating in the medical and/or dental plan, they will be provided information on your rights under COBRA.

## **INTERNAL COMPLAINT REVIEW**

(BP 19-08)

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 Board of Directors to express their work-related concerns.

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

### **Internal Complaints**

(Complaints by Employees Against Employees)

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

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, 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:

- A. The complainant will bring the matter to the attention of the Executive Director as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
- B. 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;
- C. 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:

- A. 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.
- B. 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.
- C. The Executive Director's (or designee) decision relating to the complaint shall be final.

## **General Requirements**

- A. 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.
- B. 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.

- C. 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.

## **AMENDMENT TO EMPLOYEE HANDBOOK**

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

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

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

## APPENDIX A

### HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

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

If you are an employee of the School, you may file this form with the 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.

AeroSTEM 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: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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## APPENDIX B

### INTERNAL COMPLAINT FORM

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

## APPENDIX C

### Tri-County Schools Insurance Group Plan Information

#### Medical/Dental/Vision Plans

<b>EMPLOYEE ONLY- PLANS</b>	<b>HDHP</b>	<b>Basic</b>	<b>Standard</b>	<b>Premier</b>
MEDICAL	473	668	776	931
DENTAL	70	70	70	70
VISION	18	18	18	18
<b>PREMIUM TOTAL</b>	<b>561</b>	<b>756</b>	<b>864</b>	<b>1019</b>
<b>ALLOWANCE</b>	<b>1033</b>	<b>1033</b>	<b>1033</b>	<b>1033</b>
<b>FT 12-month Employee Pays</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>FT 11-month Employee Pays</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>EMPLOYEE + 1 DEPENDENT - PLANS</b>				
	<b>HDHP</b>	<b>Basic</b>	<b>Standard</b>	<b>Premier</b>
MEDICAL	946	1336	1552	1862
DENTAL	126	126	126	126
VISION	26	26	26	26
<b>PREMIUM TOTAL</b>	<b>1098</b>	<b>1488</b>	<b>1704</b>	<b>2014</b>
<b>ALLOWANCE</b>	<b>1033</b>	<b>1033</b>	<b>1033</b>	<b>1033</b>
<b>FT 12-month Employee Pays</b>	<b>65</b>	<b>455</b>	<b>671</b>	<b>981</b>
<b>FT 11-month Employee Pays</b>	<b>70.91</b>	<b>496.36</b>	<b>732</b>	<b>1070.184</b>
<b>EMPLOYEE + FAMILY - PLANS</b>				
	<b>HDHP</b>	<b>Basic</b>	<b>Standard</b>	<b>Premier</b>
MEDICAL	1277	1804	2095	2514
DENTAL	179	179	179	179
VISION	46	46	46	46
<b>PREMIUM TOTAL</b>	<b>1502</b>	<b>2029</b>	<b>2320</b>	<b>2739</b>
<b>ALLOWANCE</b>	<b>1033</b>	<b>1033</b>	<b>1033</b>	<b>1033</b>
<b>FT 12-month Employee Pays</b>	<b>469</b>	<b>996</b>	<b>1287</b>	<b>1706</b>
<b>FT 11-month Employee Pays</b>	<b>511.64</b>	<b>1086.55</b>	<b>1404</b>	<b>1861.09</b>

TO: Board of Directors

AGENDA ITEM: 8.4

DATE: 9/11/23

ITEM: Educational Records and Student Information Policy - BP

SUBMITTED FOR: Action

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**Background and Summary Information:** FERPA gives parents/guardians certain rights regarding their child(ren)'s education records. This board policy is to set guidance for AeroSTEM Academy around student information.

**Financial/Educational Impact:** This could have potential financial impact if policy is not in place in the manner of liability.

**Staff Recommendation:** Staff recommends approval.

## 500: Students

## Board Policy 23-01

The Board of Directors of AeroSTEM Academy (“AeroSTEM”), a California nonprofit public benefit corporation operating public charter schools, adopts this Educational Records and Student Information Policy to apply to all educational records and student information maintained by AeroSTEM.

### 1. DEFINITIONS

#### 1.1. Education Record

An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche containing information directly relating to a student that is maintained by AeroSTEM or by a party acting for AeroSTEM. Such information includes, but is not limited to:

- 1.1.1. Date and place of birth; parent and/or guardian’s address, mother's maiden name and where the parties may be contacted for emergency purposes;
- 1.1.2. Grades, test scores, courses taken, academic specializations and school activities;
- 1.1.3. Special education records;
- 1.1.4. Disciplinary records;
- 1.1.5. Medical and health records;
- 1.1.6. Attendance records and records of past schools attended;
- 1.1.7. Personal information such as, but not limited to, a student’s name, the name of a student’s parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

#### 1.2. An education record does not include any of the following:

- 1.2.1. Records of instructional, supervisory, and administrative personnel and educational personnel ancillary thereto which are in the sole possession of the maker thereof and which are not accessible or revealed to any other person except a substitute;
- 1.2.2. Records maintained by a law enforcement unit of AeroSTEM that were created by that law enforcement unit for the purpose of law enforcement
- 1.2.3. In the case of a person who is employed by AeroSTEM but who is not in attendance at such agency or institution, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee; and are not available for use for any other purpose;
- 1.2.4. Records of a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional

- acting in his or her professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, “treatment” does not include remedial educational activities or activities that are part of the program of instruction at AeroSTEM;
- 1.2.5. Records that only contain information about an individual after he or she is no longer a student at AeroSTEM; or
  - 1.2.6. Grades on peer-graded papers before they are collected and recorded by a teacher.
- 1.3. Personally Identifiable Information
- Personally Identifiable Information (PII) is information about a student that is contained in his or her education records that cannot be disclosed without compliance with the requirements of FERPA. PII includes, but is not limited to: a student's name; the name of a student's parent or other family member; the address of a student or student's family; a personal identifier, such as the student's Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combinations, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who AeroSTEM reasonably believes knows the identity of the student to whom the education record relates.
- 1.4. Directory Information
- AeroSTEM may disclose PII that it has designated as directory information, consistent with the terms of AeroSTEM annual notice provided pursuant to the Family Educational Rights and Privacy Act of 2001 (20 U.S.C. § 1232g) (“FERPA”)
- 1.5. AeroSTEM has designated the following information as directory information:
- 1.5.1. Student's name
  - 1.5.2. Student's address
  - 1.5.3. Parent/guardian's address
  - 1.5.4. Telephone listing
  - 1.5.5. Student's electronic mail address
  - 1.5.6. Parent/guardian's electronic mail address
  - 1.5.7. Photograph
  - 1.5.8. Date and place of birth
  - 1.5.9. Dates of attendance
  - 1.5.10. Grade level
  - 1.5.11. Weight and height of members of athletic teams

- 1.5.12. Degrees, honors, and awards received
- 1.5.13. The most recent educational agency or institution attended
- 1.5.14. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

1.6. Parent

Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

1.7. Eligible Student

Eligible student means a student who has reached eighteen (18) years of age.

1.8. School Official

A school official is a person employed by AeroSTEM as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of AeroSTEM. A school official also may include a volunteer or an independent contractor outside of AeroSTEM who performs an institutional service or function for which AeroSTEM would otherwise use its own employees and who is under the direct control of AeroSTEM with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks.

1.9. Legitimate Educational Interest

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

2. DISCLOSURE OF DIRECTORY INFORMATION

At the beginning of each year, AeroSTEM shall provide parents and eligible students with a notice containing the following information: 1) The type of PII it designates as directory information; 2) The parent's or eligible student's right to request that AeroSTEM not release "directory information" without obtaining prior written consent from parent or eligible student; and 3) The period of time within which a parent or eligible student may notify AeroSTEM in writing of the categories of "directory information" that it may not disclose without the parent or eligible student's prior written consent.

3. ANNUAL NOTIFICATION TO PARENTS AND ELIGIBLE STUDENTS

At the beginning of each school year, in addition to the notice required for directory information, AeroSTEM shall provide parents and eligible students with a notice of their rights under the FERPA. The notice shall inform the parents and eligible students that they have the right to:

- 3.1. Inspect and review the student's education records;

- 3.2. Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy Rights;
  - 3.3. Consent to disclosures of PII contained in the student's education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;
  - 3.4. File with the U.S. Department of Education a complaint concerning alleged failures by AeroSTEM to comply with the requirements of FERPA and its promulgated regulations; and
  - 3.5. Request that AeroSTEM not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.
  - 3.6. The notice must also include the following:
    - 3.6.1. The procedure for exercising the right to inspect and review educational records;
    - 3.6.2. The procedure for requesting amendment of records;
    - 3.6.3. A statement that AeroSTEM forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll;
    - 3.6.4. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.
4. **PARENTAL AND ELIGIBLE STUDENT RIGHTS RELATING TO EDUCATION RECORDS**
- Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the Executive Director. Within five (5) business days, AeroSTEM shall comply with the request.
- 4.1. **Copies of Education Records**

AeroSTEM will provide copies of requested documents within five (5) business days of a written request for copies. AeroSTEM may charge reasonable fees for copies it provides to parents or eligible students. The charge will not include a fee to search for or to retrieve the education records.
  - 4.2. **Request for Amendment to Education Records**

Following the inspection and review of a student's education record, a parent or eligible student may file a written request with the Executive Director to correct or remove any information in the student's education record that is any of the following:

    - 4.2.1. Inaccurate;
    - 4.2.2. An unsubstantiated personal conclusion or inference;
    - 4.2.3. A conclusion or inference outside of the observer's area of competence;
    - 4.2.4. Not based on the personal observation of a named person with the time and place of the observation noted;

4.2.5. Misleading; or

4.2.6. In violation of the privacy rights of the student.

AeroSTEM will respond within thirty (30) days of the receipt of the request to amend.

AeroSTEM' response will be in writing and if the request for amendment is denied, AeroSTEM will set forth the reason for the denial and inform the parent or eligible student of his or her right to a hearing challenging the content of the education record.

If the Executive Director sustains any or all of the allegations, he or she must order the correction or the removal and destruction of the information.

The Executive Director or Executive Director's designee must then inform the parent or eligible student of the amendment in writing. However, the Executive Director shall not order a pupil's grade to be changed, unless the teacher who determined the grade is, to the extent practicable, given an opportunity to state orally, in writing, or both, the reasons for which the grade was given and is, to the extent practicable, included in all discussions relating to the changing of the grade.

4.3. Hearing to Challenge Education Record

If AeroSTEM denies a parent or eligible student's request to amend an education record, the parent or eligible student may request in writing that he/she be given the opportunity for a hearing to challenge the content of the student's education records on the grounds that the information contained in the education records is inaccurate, misleading or in violation of the privacy rights of the student.

The Executive Director or the Board Chair may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has given written consent to release information from the pupil's records to the members of the panel convened. The hearing panel shall consist of the following Persons:

4.3.1. The Executive Director of a public school other than the public school at which the record is on file;

4.3.2. A certificated employee; and

4.3.3. A parent appointed by the Executive Director or by the Board of Directors, depending upon who convenes the panel.

4.3.4. The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing, notice of the date, time and place of the

hearing will be sent by AeroSTEM to the parent or eligible student no later than twenty (20) days before the hearing.

The hearing will be conducted by the Executive Director or his/her designee, who shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at his/her own expense, be assisted or represented by one or more individuals of his/her choice, including an attorney. The decision of the Executive Director or his/her designee will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days after the conclusion of the hearing, AeroSTEM' decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision. If, as a result of the hearing, AeroSTEM decides that the information is inaccurate, misleading or otherwise in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, AeroSTEM decides that the information in the education record is not inaccurate, misleading or otherwise in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he/she disagrees with the decision of AeroSTEM, or both. If AeroSTEM places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

#### 5. DISCLOSURE OF EDUCATION RECORDS AND DIRECTORY INFORMATION

AeroSTEM must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below.

The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

AeroSTEM will only disclose PII on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. AeroSTEM must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, AeroSTEM will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made.

AeroSTEM will disclose education records, without prior written consent of the parent or eligible student, to the following parties:

- 5.1. School employees who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
- 5.2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. AeroSTEM will make a reasonable attempt to notify the parent or eligible student of the request for records at his/her last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, AeroSTEM will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;
- 5.3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
- 5.4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
- 5.5. Organizations conducting certain studies for AeroSTEM in accordance with 20 U.S.C. § 1232g(b)(1)(F);
- 5.6. Requestors that engage in political advocacy, lobbying or information dissemination related to California charter schools with which AeroSTEM has an existing relationship;
- 5.7. Accrediting organizations in order to carry out their accrediting functions;
- 5.8. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
- 5.9. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;

- 5.10. Persons who need to know in cases of health and safety emergencies;
- 5.11. State and local authorities, within a juvenile justice system, pursuant to specific State law;
- 5.12. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the pupil's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or non-related extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by AeroSTEM for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by AeroSTEM.
- 5.13. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include final results of the disciplinary proceedings conducted by AeroSTEM with respect to that alleged crime or offense. AeroSTEM may disclose the final results of the disciplinary proceeding, regardless of whether AeroSTEM concluded a violation was committed.

## 6. RECORD KEEPING REQUIREMENTS

AeroSTEM will maintain a record of each request for access to and each disclosure of PII from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of PII to institutions that make disclosures of the information on behalf of AeroSTEM in accordance with 34 C.F.R. 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of AeroSTEM and the legitimate interests that each of the additional parties has in requesting or obtaining the information. These record keeping requirements do not apply to requests from or disclosure to parents and eligible students, AeroSTEM officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of PII may be inspected by parents and eligible students, AeroSTEM officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of AeroSTEM. Student cumulative records may not be removed from the premises of AeroSTEM, unless the individual removing the record has a legitimate educational interest, and is authorized by the Executive Director, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who

remove student cumulative records or other student records from AeroSTEM premises without a legitimate educational interest and authorization may be subject to discipline.

Employees are permitted to take student work-product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.)

## 7. COMPLAINTS

Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by AeroSTEM to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue. S.W.  
Washington, D.C. 20202-5920

TO: Board of Directors

AGENDA ITEM: 8.5

DATE: 9/11/23

ITEM: 23-02 Graduation Requirements - BP

SUBMITTED FOR: Action

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**Background and Summary Information:** AeroSTEM Academy has operated with high school graduation requirements since 2018, and have had a draft policy brought to the board in the past. They have not been officially ratified and this is to make the draft policy official.

**Financial/Educational Impact:** Not having a board approved high school graduation requirement policy could negatively impact students.

**Staff Recommendation:** Staff recommends approval.

## 600: Educational Programs

## Board Policy 23-02

Because graduation from high school provides students with opportunities for postsecondary education and or employment, the Board of Directors of AeroSTEM Academy (“AeroSTEM”) desires to prepare each student to obtain a diploma of high school graduation.

### 1. Course Requirements

To obtain a diploma of graduation from high school, students shall complete at least 220 credits including the following course credits in grades 9 through 12, with each course being ten credits per year unless otherwise specified:

High School Subject	Minimum Graduation Requirement
English/Language Arts	40 credits – 4 years
World History	10 credits – 1 year
U.S. History	10 credits – 1 year
Government	5 credits – 1 semester
Economics	5 credits – 1 semester
Mathematics (Starting with Pre-Algebra and must include IM 1)	30 credits – 3 years
Life Science or Integrated I	10 credits – 1 year
Physical Science or Integrated II	10 credits – 1 year
Other Science or Integrated III	10 credits – 1 years
Foreign Language	20 credits – 2 years
Visual and Performing Arts	10 credits – 1 year
Physical Education	20 credits – 2 years
College Preparatory/STEM/CTE Electives	40 credits
<b>Total High School Units</b>	<b>220 credits</b>

2. Exemptions and Waivers
  - 2.1. Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.
  - 2.2. A foster youth, homeless student, former juvenile court school student, migratory children and newly arrived immigrant pupils or child of a military family who transfers into the district any time after completing his/her second year of high school shall be required to complete all graduation requirements specified in Education Code 51225.2 and 51225.3 but shall be exempt from any additional district-adopted graduation requirements, unless the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of his/her fourth year of high school. Within 30 days of the transfer, any such student shall be notified of the availability of the exemption and whether he/she qualifies for it.