



Introduction

Welcome to Twin Peak Charter Academy. We are happy you are part of our team.

This employee handbook contains important key policies, goals, benefits, and expectations as well as other important information. It has been designed as a reference to many aspects of your employment. It is not a contract nor is it an invitation to contract. This manual supersedes all previous manuals, policies and memos that have been issued on policies covered in this manual.

The policies in this handbook are subject to change and may change at any time at the sole discretion of Twin Peaks Charter Academy and/or its Board of Directors. From time to time, you may receive updated information as to changes in policies.

Code of Ethics and Conduct (Policy T-IJOC-E)

As an individual with and having accepted responsibilities relating to the effectiveness and well-being of the Twin Peaks Charter Academy, as described in the mission statement, I recognize the consequences of misconduct which negatively affect Twin Peaks Charter Academy. Employees of Twin Peaks Charter Academy are expected to act ethically in all of their duties. Ethical behavior begins but does not end with legal compliance. I, therefore, agree to:

- Observe, support, and implement all policies of the school as established and as may be introduced in the future, and
- Hold in confidence and protect from compromise all school matters, as required by law to be kept in confidence, regardless of the manner by which I become aware of them, both during and after my term of service at Twin Peaks Charter Academy, and
- Refrain from actions or behavior that are intentionally harmful/hurtful/slandering to others associated with Twin Peaks Charter Academy, and
- Bring matters of misconduct to the attention of the Director, 6 – 12 Principal, K-5 Principal or members of the Board of Directors, as appropriate, for resolution, and
- Obey the applicable laws and regulations, and
- Be honest, fair and trustworthy, and
- Avoid conflicts of interest; and
- Help create an atmosphere free of discrimination and harassment

Persons who cannot in good conscience comply with this ordinance, as consistent with state and federal law, are granted a 10-day grace period to express their concerns in writing to the Director, 6 – 12 Principal or K – 5 Principal for consideration. Persons violating this policy are subject to immediate dismissal and/or prosecution as provided by law. Ethical business behavior is the responsibility of every employee. Failure to act in an ethical manner will be cause for discipline, up to and including termination.

Equal Opportunity Employment and Anti-Harassment Notice (Policy T-GBAA/T-GBAA-R)

It is the established policy of Twin Peaks Charter Academy to extend equal employment and advancement

opportunities to all qualified individuals, regardless of their race, color, age (40 and over), sex, pregnancy, gender, disability, genetic profile, religion, national origin, ethnic background, military service or citizenship and protected activity (i.e., opposition to prohibited discrimination or participation in the statutory complaint process).

All personnel are reminded that each employee is at all times to be treated courteously by fellow employees, so that he or she is free from harassment or interference based on factors such as those mentioned above.

Harassment

Harassment is defined as unwelcome or unsolicited verbal, physical or sexual conduct which interferes with an employee's job performance or which creates an intimidating, offensive or hostile work environment. Examples of what may be considered harassment, depending on the circumstances, are:

- Questions or comments that unnecessarily infringe on personal privacy.
- Offensive, sexist, off color or sexual remarks, jokes, slurs.
- Propositions or comments that disparage a person or group on the basis of race, color, age (40 and over), sex, pregnancy, gender, creed, disability, religion, national origin, ethnic background, military service or citizenship.
- Derogatory or suggestive posters, cartoons, photographs, calendars, graffiti, drawings, other materials, or gestures.
- Inappropriate touching, hitting, pushing or other aggressive physical contact or threats.
- Unsolicited sexual advances, requests, or demands, explicit or implicit, for sexual favors.
- Quid Pro Quo - Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute quid pro quo when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment and, or (2) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting an individual.
- Ethnic slurs, racial "jokes", offensive or derogatory comments or other verbal or physical conduct based on an individual's race/color or national origin or because an individual is affiliated with a particular religious or ethnic group or because of physical, cultural or linguistic characteristics.
- Comments based upon cultural traits, clothing or linguistic characteristics such as accent or dress associated with a particular ethnicity, country of origin or religion.
- Requirements or coercion to abandon, alter, or adopt a religious practice or subjection to unwelcome statements or conduct that is based on religion.

We will not allow harassment by supervisors, coworkers or non-employees under our control. Employees are required to respect the rights of their coworkers.

Discrimination (Policy T-GCE/T-GCF/T-GCED)

We will not discriminate in any aspect of employment including hiring and firing; compensation, assignment, or classification of employees; transfer, promotion, layoff, or recall; job advertisements; recruitment; testing; use of company facilities; training and apprenticeship programs; fringe benefits; pay, retirement plans, and disability leave; or other terms and conditions of employment.

We will not:

- Make employment decisions based on stereotypes or assumptions about the abilities, traits, or performance of individuals of a certain sex, race, age, religion, genetic profile, national origin, or an individual with a disability;
- Deny employment opportunities to a person because of marriage to, or association with, an individual of a particular race, religion, genetic profile, national origin, or an individual with a disability. We will also not discriminate because of participation in schools or places of worship associated with a particular racial, ethnic, or religious group.

Retaliation (Policy T-GBAA/T-GBAA-R)

We will not fire, demote, harass, or otherwise “retaliate” against an individual for filing a charge of harassment or discrimination, participating in a discrimination proceeding, or otherwise opposing discrimination.

Anyone who feels that he or she has been harassed or discriminated against should report such incidents.

Employees are encouraged to report harassment before it becomes severe or pervasive. Twin Peaks Charter Academy will promptly investigate all charges of violation of this policy. The confidentiality of persons reporting violations will be respected so far as practicable in conducting an investigation of such claims. If it is determined that harassment has occurred, we will take immediate and appropriate corrective action.

Family and Medical Leave Act Policy

The Family and Medical Leave Act of 1993, as amended, (FMLA or Act) allows “eligible” employees of a covered employer to take job-protected, unpaid leave, or to substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of 12 workweeks in a 12 month period because of the birth of a child and to care for the newborn child; because of the placement of a child with the employee for adoption or foster care; because the employee is needed to care for a family member (child, spouse, or parent) with a serious health condition; because the employee’s own serious health condition makes the employee unable to perform the functions of his or her job; or because of any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty). In addition, “eligible” employees of a covered employer may take job-protected, unpaid leave, or substitute appropriate paid leave if the employee has earned or accrued it, for up to a total of 26 workweeks in a “single 12-month period” to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered service member.

Covered employer

An employer covered by FMLA is any person engaged in commerce or in any industry or activity affecting commerce, who employs 50 or more employees for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year.

Eligible employees

An eligible employee is one who has been employed by a covered employer for at least 12 months (in the past seven years, needs not be consecutive), has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave, and is employed at a worksite where 50 or more employees are employed by the covered employer within 75 miles of the worksite.

Qualifying reasons for leave, general rule

Employers covered by FMLA are required to grant leave to eligible employees: (1) for birth of a son or daughter, and to care for the newborn child, (2) for placement with the employee of a son or daughter for adoption or foster care, (3) to care for the employee’s spouse, son, daughter, or parent with a serious health condition, (4) because of a serious health condition that makes the employee unable to perform the functions of the employee’s job, (5) because of any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status), and (6) to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered service member.

Serious health condition

For purposes of FMLA, a “serious health condition” entitling an employee to FMLA leave means an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

Breastfeeding Mothers

It is the policy of Twin Peaks Charter Academy to support the health and well-being of working mothers and their children. As part of this policy, in compliance with the Patient Protection and Affordable Care Act of 2010, Twin Peaks Charter Academy will provide eligible employees with:

- Reasonable break periods to express milk during the first year following the birth of a child.
- A private area, other than a restroom, where the employee may express milk and be shielded from view and free from intrusion.
- Appropriate storage areas for pumps and other equipment as well as expressed milk.

Employee Responsibilities:

- Label your expressed milk. The label should identify it as expressed milk and include your name and the date it was expressed.
- Keep the breastfeeding area clean and tidy.

Americans with Disabilities Act

It is the policy of Twin Peaks Charter Academy to comply with the Americans with Disabilities Act and The ADA Amendments Act of 2008.

We will make sure that all individuals with disabilities:

- Have an equal opportunity to apply for jobs and to work in jobs for which they are qualified;
- Have an equal opportunity to be promoted once they are working;
- Have equal access to benefits and privileges of employment that are offered to other employees; and
- Are not harassed because of their disability.

We will not ask questions about disabilities or require medical examinations until after we have made someone a conditional job offer. After making a job offer, we will only ask disability-related questions and conduct medical examinations for everyone in the same job category.

Once a person with a disability has started working, actual job performance, and not the employee's disability, will be used as an indicator of the employee's ability to do the job.

Any medical information about applicants or employees will be kept confidential. Information can be confidential even if it contains no medical diagnosis or treatment course and even if it is not generated by a health care professional.

We will provide reasonable accommodations if a person with a disability needs one in order to apply for a job, perform a job, or enjoy benefits equal to those we offer to other employees. We will not provide an accommodation that poses an undue hardship to Twin Peaks Charter Academy.

Once an accommodation is requested, we will discuss the employee's needs and identify the appropriate reasonable accommodation. We may ask for documentation as to why the requested accommodation is needed.

We will ask questions related to disability and may require a medical examination of an employee whose medical condition appears to be causing performance or safety problems.

Staff Leaves and Absences (Policy T-GCC)

The Board of Directors recognizes that individuals experience periodic family emergencies or events. In response to these eventualities, the Board authorizes the following policy:

1. PTO (Paid Time Off)

A. The amount of PTO allocated will depend on the number of contract days as defined in the employment contract (see Table 1). A day will be defined as the average number of hours the employee is regularly scheduled to work. PTO will be earned based on the average hours worked for employees regularly working 30 hours or more per week. Employees may borrow against unearned leave after the first week of the school year not to exceed 3 days.

TABLE 1. Contract Days and Annual PTO Accrual

Employee Contract Days	Annual PTO Accrual
176 or fewer contract days	9
177 – 185 contract days	10
186 – 215 contract days	11
216 or more contract days	12

B. PTO may be used for any purpose, provided that employees obtain Administration approval and coordinate substitute and classroom planning.

C. Any unused PTO hours will be transferred into an employee's Leave Bank account on July 31. Leave Bank accounts may not exceed 15 days. Accrued PTO which has been transferred into the Leave Bank may be utilized for absences due to any of the following reasons: Childbirth and Adoption (applies to both mothers and fathers), sickness; death of a family member (brother, sister, mother, father, spouse, child, or grandparent, including mother/father in-laws); sickness of an immediate family member (husband, wife, child, or a dependent parent); or reservists who are recalled to active duty in the United States armed forces; Under most conditions proof of extended circumstances (i.e. doctor's note, etc.) will be required for absences extending beyond three days. Administration retains the right to request substantiation of any claim (including those of less than three days) for use of the Leave Bank. Days accrued in excess of 15, are forfeited. In the event of separation from TPCA, any accrued PTO or Leave Bank hours have no cash value and will not be redeemed for cash under any circumstance.

D. Classroom teachers who request PTO on days immediately before or after a three day weekend or extended school closure, i.e. Labor Day, Thanksgiving, Winter Break, etc., will be charged at a rate of 1.5 times the actual amount of leave for that absence or, if Employee does not have enough leave accrued, they will be docked unpaid leave for the actual amount of the absence.

E. Employees must electronically submit all leave requests by the 16th of every month or the first school day following the 16th. If this does not occur, they will be charged 1.5 times the actual amount of leave. If Employee does not have enough leave accrued, they will be docked for unpaid leave for the actual amount of the absence.

2. Employees summoned for jury duty, subpoenaed to be present in court or to give testimony, or required to appear in court or at hearings in connection with performance of their duties as employees of TPCA, will be granted civic duty leave with pay for such time as is required by the court. The employee will return any money they receive from the court system in return. Leave will not be granted to employees required to appear in court for matters not related to their employment by TPCA.

3. Bereavement leave with pay, not to exceed 5 days per school year, will be granted to each employee. Leave may be used for death of brother, sister, mother, father, spouse, child, or grandparent, including mother/father in-laws.

Inspections of Property

It is Twin Peak Charter Academy's policy to have a workplace that is free from alcohol, drugs, weapons, explosives and firearms. In order to maintain a safe workplace, it may be necessary for classrooms, desks, and cabinets to be searched on occasion. These are the property of the company and, as such, we reserve the right to search them with or without advance notice. You should have no expectation of privacy.

Furthermore, Twin Peaks Charter Academy reserves the right, subject to applicable law, to search any briefcases, backpacks, purses, satchels or similar items when you enter or exit our facilities.

Computer Use

The use of computers is a necessary part of the day-to-day job for most Twin Peaks Charter Academy employees. Unfortunately, inappropriate computer use may cause a number of serious problems. Twin Peaks Charter Academy has established this computer use policy to help employees understand the expectations

Twin Peaks Charter Academy has in regards to the use of company provided computers and data processing equipment.

Twin Peaks Charter Academy provides employees with certain equipment depending upon the requirements of their job. Some jobs require the regular use of a computer and/or access to the district networks and the internet. Other employees who do not require the regular use of a computer may still have access to computers at various times for various purposes. This policy applies to all employees regardless of their job position and whether or not they regularly use a computer.

Company Computers

All data processing hardware, including desktop, tablets and notebook computers, printers, storage devices and networking hardware are the property of Twin Peaks Charter Academy. Twin Peaks Charter Academy has provided you with access to these resources so that you may perform your job. This equipment represents a significant investment on the part of Twin Peaks Charter Academy and should be used in an appropriate manner. Some examples of impermissible use of Twin Peaks Charter Academy computer and data processing equipment include but are not limited to:

- Installing computer software not authorized by Twin Peaks Charter Academy. This rule applies regardless of the ownership of the software. For example, you may not install software you personally own or have downloaded for free from the internet. This includes but is not limited to, music software, photo software, internet search software, screen savers and desktop backgrounds.
- Storing files of a personal nature on our systems. This includes but is not limited to music, pictures, video and personal documents.
- Accessing files you have not been given permission to access.
- Infiltrating or attacking Twin Peaks Charter Academy networks.
- Utilizing Twin Peaks Charter Academy computers or data processing equipment to access, infiltrate or attack the networks of any other entity.
- Copying files or software from Twin Peaks Charter Academy systems without expressed permission.
- Connection of equipment or devices not authorized by Twin Peaks Charter Academy. This includes but is not limited to, cameras, iPods, MP3 players, flash drives and portable hard drives.
- Printing documents, photographs or news articles that are for personal use.

Internet

If your computer has internet access, we have provided you with this service because we believe it is necessary for you to perform your job. Internet access is primarily to be used for legitimate business purposes relating to the operation of Twin Peaks Charter Academy. If you are unsure if accessing a particular website is permissible, you may check with your supervisor or the Human Resources Department. Some examples of websites and services which may not be accessed include but are not limited to:

- File sharing websites or services, commonly known as "P2P".
- Gambling or bookmaking websites.
- Pornographic or adult oriented websites.
- Websites which may create a hostile work environment on the basis of age, sex, national origin, religion or disability.

E-mail

Twin Peaks Charter Academy also provides some employees with access to our email system. If we have provided you with access to our email system we have done so because we believe it is a necessary tool so that you may perform your job. Use of Twin Peaks Charter Academy email system is restricted to legitimate business purposes relating to the operation of Twin Peaks Charter Academy. Your Twin Peaks Charter Academy email account remains the property of Twin Peaks Charter Academy and is not to be used as a personal email account. Examples of impermissible email use include but are not limited to:

- Emails of a personal nature, whether to other employees or outside individuals.
- Solicitations of any kind. You may not use the Twin Peaks Charter Academy email system to sell items, solicit donations or offer services.
- Emails which may discriminate or harass individuals on the basis of age, sex, national origin, religion or disability.

- Chain or forwarded emails. If someone sends you this type of email, do not open it or forward it, immediately delete it and notify your supervisor or the Human Resources Department. This type of email message may contain files which may damage or compromise Twin Peaks Charter Academy systems.

Monitoring

Twin Peaks Charter Academy may monitor your computer usage, internet access and email usage to ensure compliance with this and other Twin Peaks Charter Academy policies. You should have no expectation of privacy when using Twin Peaks Charter Academy systems. Misuse of Twin Peaks Charter Academy, computers, data processing equipment, and internet access or email systems may result in disciplinary action up to and including termination.

Intellectual Property

Any content contained within, created on or transmitted from Twin Peaks Charter Academy systems by our employees is the intellectual property of Twin Peaks Charter Academy. Twin Peaks Charter Academy retains the right to access and review any file, email or internet log.

You may not copy, remove or destroy Twin Peaks Charter Academy intellectual property without our express permission.

The copying, removal or destruction of Twin Peaks Charter Academy intellectual property may subject you to disciplinary action up to and including termination. Willful or intentional copying, removal and destruction of Twin Peaks Charter Academy intellectual property will be prosecuted to the full extent allowed under the law.

Social Media

Social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use.

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content on the Internet, including to your own or someone else's blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with Twin Peaks Charter Academy, as well as any other form of electronic communication.

The same principles and guidelines found in other Twin Peaks Charter Academy policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects students may result in disciplinary action up to and including termination.

Know and follow the rules

Carefully read these guidelines, the Code of Ethics and Conduct, the Computer Use Policy and the Anti-Harassment Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be respectful

Always be fair and courteous to fellow employees, customers, suppliers or people who work on behalf of Twin Peaks Charter Academy. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers, supervisor, manager or the HR representative than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage co-workers or students, or that might constitute harassment or bullying.

Using social media at work

Twin Peaks Charter Academy understands that employees may access social media from time-to-time using company provided equipment or systems. Make sure that your online activities do not interfere with your job or student commitments. Do not use Twin Peaks Charter Academy email addresses to register on social

networks, blogs or other online tools utilized for personal use. Please be aware that our Monitoring in the Workplace Policy applies to all communications on company provided computer systems, telephone systems, cell phones, tablets or other communication devices.

Excessive or inappropriate use of social media in the workplace inhibits work performance and may result in disciplinary action up to and including termination.

Media contacts

Employees should not speak to the media on the behalf of Twin Peaks Charter Academy without contacting the Principal or the Board of Director President. The restriction regarding media contacts includes informal contacts through social media, such as Twitter. All media inquiries should be directed to management.

Drug and Alcohol-free Workplace

Twin Peaks Charter Academy is committed to a drug and alcohol-free work environment that is safe and productive for our employees, parents, and students and all those having interactions with our employees. Violation of this policy will result in discipline, up to and including termination.

Employees may not:

- Distribute, dispense or sell illegal drugs or drug paraphernalia.
- Use or possess or be under the influence of illegal drugs or alcohol on company premises or in the course of business or during working hours.
- Use any natural or synthetic substance which impairs physical or cognitive capacity.

You may use legally prescribed substances while at work as long as they do not interfere with your ability to perform the essential functions of your job or affect the safety of yourself or others. However, providing or distributing prescription drugs to other employees is a violation of this policy.

The state of Colorado has decriminalized Cannabis. The Twin Peaks Charter Academy drug and alcohol-free workplace policy prohibits the use of substances restricted under the Federal Controlled Substances Act, which preempts any contradictory state or local law.

The unlawful manufacture, distribution, dispensing, possession or use of alcohol or controlled substance is prohibited. This policy shall apply to all Twin Peaks Charter Academy employees. For purposes of this policy, controlled substances include but are not limited to: narcotic drugs, hallucinogenic or mind-altering drugs or substances, amphetamines, barbiturates, stimulants, depressants, marijuana, anabolic steroids or any other controlled substances as defined in law.

Observance of this policy is a condition of employment. A violation shall subject the employee to appropriate disciplinary action which may include termination and referral for prosecution. Alternatively, the employee may be allowed to participate in an approved drug or alcohol abuse assistance or rehabilitation program in appropriate circumstances in accordance with Board policy.

An employee knowingly in the possession of or under the influence of alcohol or any controlled substance shall be suspended immediately by their manager if such use or possession is:

- On school grounds when school is in session or at any school-sponsored or sanctioned activity on school grounds when students are involved.
- At any school-sponsored or sanctioned activity or event off school property or enroute thereto when students are involved in the school-sponsored or sanctioned activity.
- On the way to a school-sponsored or sanctioned activity when students are involved in the school-sponsored or sanctioned activity.
- On the way to school when school is in session.

An employee shall be suspended immediately after arrest for possession or for being under the influence of a controlled substance. After investigation, the Director may reinstate the employee if it appears to be in the best interests of the individual and Twin Peaks Charter Academy. The matter must be reported in full to the Director, Board of Directors and Board of Education no later than five days after the date of conviction.

Workplace Violence

Violence is strictly prohibited in the workplace. Workplace violence is defined as any physical assault, threatening behavior or verbal abuse occurring in the workplace by employees or third parties. It includes, but is not limited to, beating, stabbing, suicide or attempted suicide, shooting, rape and psychological trauma, such as threats and obscene phone calls.

Prohibited conduct includes, but is not limited to:

- Injuring another person physically;
- Engaging in behavior that creates a reasonable fear of injury to another person;
- Engaging in behavior that subjects another individual to extreme emotional distress;
- Possessing or using a weapon that is not required by the individual's position;
- Intentionally damaging property;
- Threatening to injure an individual or to damage property;
- Committing injurious acts motivated by, or related to, domestic violence or sexual harassment; and
- Retaliating against any employee who, in good faith, reports a violation of this policy.

Employees who violate this policy will be subject to disciplinary action, up to and including termination.

Workers' Compensation

Twin Peaks Charter Academy complies with all state and federal laws pertaining to worker's occupational safety and any occupational injuries or illnesses arising in the course of employment. The Workers' Compensation program covers job-related injuries or illnesses that require medical, surgical or hospital treatment.

Any work-related injury or illness should be reported to your supervisor or the Human Resources Department immediately, no matter how slight or inconsequential the incident it may seem.

Benefits Continuation (COBRA)

Twin Peaks Charter Academy offers coverage under our Health Plan(s) to eligible, active employees and their dependents. For the purposes of this policy, the term Health Plan may include many benefits which fall under the COBRA statute, including but not limited to: coverage under a traditional Major Medical plan, membership in a Health Maintenance Organization (HMO), Dental coverage, Vision coverage, coverage under a Health Flexible Spending Account (FSA) or coverage under a Health Reimbursement Arrangement (HRA).

In accordance with our insurance contract(s) and plan document(s), employees who are no longer working on a full time active basis may lose eligibility for coverage under our Health Plan(s) for themselves and their dependents.

When an employee or their dependent loses eligibility under a Health Plan, they may be eligible to continue their coverage under a Federal law called COBRA. COBRA allows for individuals who would otherwise lose their coverage to continue their coverage, on a premium paying basis, for a period of 18, 29 or 36 months depending upon the reason they lost coverage. The events that may cause a loss of coverage are referred to as "Qualifying Events."

Qualifying Events may include but are not limited to:

- Termination of the covered employee's employment for any reason other than "gross misconduct."
- Reduction in the covered employee's hours of employment.
- Covered employee becomes entitled to Medicare.
- Divorce or legal separation of the employee.
- Death of the covered employee.
- Loss of "dependent child" status under the plan rules.

Twin Peaks Charter Academy will provide a general notice of COBRA rights when you first become covered under a Health Plan. This notice contains important information regarding your rights and responsibilities under COBRA. It is your responsibility to read this notice.

In the event that you or your dependents experience a Qualifying Event, Twin Peaks Charter Academy will send you a COBRA election notice which gives you the opportunity to elect continuation coverage. **It is very important that you respond to these notices promptly as Twin Peaks Charter Academy is restricted to a limited election period in accordance with our insurance contract(s).** Twin Peaks Charter Academy cannot extend the election period for COBRA coverage or the grace period for COBRA payments.

Employee Acknowledge Form

The TPCA Employee Handbook is available on-line at www.twinpeakscharter.org. Employees who do not have access to a computer during their regular course of duties with TPCA may request a hard copy of the handbook. Requests should be made directly to Human Resources.

I understand and acknowledge that if I have questions or concerns at any time about the handbook or the Standards of Conduct, I will consult my immediate supervisor, Human Resources, the 6 – 12 Principal, the K – 5 Principal, or Director for clarification.

I also understand and acknowledge that the handbook contains an employment-at-will provision that states:

- I understand that this handbook is not a contract or legal document, nor is it an invitation to contract.
- TPCA or I can terminate my employment relationship at any time, with or without cause, and with or without notice;
- This employment-at-will relationship is in effect regardless of any other written statements or policies contained in this handbook, in any other (TPCA) documents, or in any verbal statements to the contrary; and
- That no one except the 6 – 12 Principal, K – 5 Principal or Director can enter into any differing employment relationship, contract, or agreement. To be enforceable, any such out-of-the-ordinary relationship contract, or agreement must be in writing, signed by the Director, notarized, and in the employee file.

I understand that this handbook replaces any and all prior verbal and written communications regarding Twin Peaks Charter Academy working conditions, policies, procedures, appeal processes, and benefits. I understand and acknowledge that there may be changes to the policies, goals, benefits and expectations in this handbook. There also may be additions to these policies. The only exception is that Twin Peaks Charter Academy’s policy on employment-at-will will never be changed.

I have read and understand the contents of this handbook and will act in accordance with these policies and procedures as a condition of my employment with Twin Peaks Charter Academy. I acknowledge, understand, accept and agree to comply with the information contained in this handbook.

Employee Printed Name

Date

Employee Signature