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EMPLOYEE HANDBOOK RECEIPT AND ACKNOWLEDGEMENT

I have received and read a copy of the Employee Handbook and have been given the opportunity to ask questions about it. I understand that the Handbook outlines the Academy's benefits, policies, and employee responsibilities. I agree to familiarize myself with the information in this Handbook, comply with all stated policies and procedures and ask questions of my Manager or Human Resources when necessary.

Unless I have a specific agreement to the contrary signed by the President or the President’s authorized representative, I realize that I am an employee at-will, am employed for no specific period of time, and that employment may be terminated by the Academy or myself, with or without cause and with or without prior notice. Nothing in this Handbook or any oral statement shall limit the right to terminate employment at-will. Only the President of Academy of Art University, or the President’s authorized representative, is authorized to make an agreement for employment for any specified period of time or to make an agreement other than at-will, and then only in writing, signed by the President, or the President’s authorized representative. If I do have an agreement for employment for a specified period of time, signed by the President or the President’s authorized representative, I nevertheless agree to comply with all applicable University rules.

I understand and acknowledge that nothing in this Handbook or in any other document or policy is intended to prohibit me from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct I believe violates any laws or regulations.

For California Employees: I also understand and acknowledge that as a condition of employment, the Academy retains exclusive ownership of any inventions, improvements, software, and other work created during employment or which arises out of our business. Academy of Art University and I acknowledge that the Inventions policy set forth below in Section 5071 does not require assignment of any Invention which qualifies fully for protection under Section 2870 of the California Labor Code (hereinafter “Section 2870”), which provides that:

(a) Any provision in an employment agreement/policy which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer’s equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer’s business, or actual or demonstrably anticipated research or development of the employer; or
(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in the Inventions policy purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

The President, at her complete discretion, may modify or eliminate these summarized policies and procedures or any policy, practice or procedure at any time without notice, with the exception of the at-will policy which can only be modified or eliminated in writing, signed by the President or the President’s authorized representative. I realize I am responsible for complying with future changes in Academy policies, practices, and rules. I also acknowledge that no employee or Academy agent has the authority to allow me to engage in any conduct or behavior that is inconsistent with the Handbook.

Please sign and date this acknowledgement form and return it to the Human Resources office.

Print Name: __________________________________________
Signature: __________________________________________
Date: __________________________________________
1010 INTRODUCTION TO THE HANDBOOK

**Purpose of the Handbook**
This Handbook is the Academy of Art University’s general guide of human resource policies. It is not comprehensive, does not address all employment issues or policy exceptions, and is not intended to provide specific details in all areas. Many issues (such as benefits) are addressed in detail in other official documents that are controlling. Consequently, employees are encouraged to contact Human Resources or their Manager with their questions. The general policies contained in this Handbook apply to all Academy employees. However, certain policies are applicable only to California employees. If you work outside of this state, contact the Human Resources Department for information regarding the policies that apply to you. The Academy will comply with all federal, state and local laws, regulations and ordinances, including those that are not detailed herein. Please contact the Human Resources Department if you have any questions regarding this Handbook or any additional leaves and benefits to which you may be entitled.

Nothing in this Handbook is intended or should be construed to violate any local, state or federal law or regulation, including but not limited to, the National Labor Relations Act.

**Policies Are Not Contracts or Guarantees of Rights**
The policies contained in this Handbook are not a contract for continued employment. However, the Mutual Binding Arbitration Agreement (provided upon hire) is a contractual commitment. This Handbook does not alter the employment-at-will relationship in any way. Employees who do not have individual, written employment contracts signed by the President, or the President’s authorized representative for specific, fixed terms or for another type of employment besides at-will, are considered employees-at-will. At-will employment is not for any specific time and may be terminated at will, without notice, at any time with or without cause. Employees may also resign at any time. These guidelines replace any previous oral or written policies and practices regarding matters covered in this Handbook. The only exceptions to these policies are those written and signed by the President, or the President’s authorized representative.

If you have questions or need help in understanding the policies in this Handbook, please ask a member of Management or contact Human Resources.
The Academy of Art University was established in San Francisco in 1929 by Richard S. Stephens, a fine art painter who had accepted the position of Creative Director for *Sunset Magazine*. Assisted by his wife, Mrs. Clara Stephens, he opened the new school in a rented loft at 215 Kearny Street to teach advertising art. In a few years, a distinguished faculty of practicing art and design professionals was assembled and the school’s philosophy was formulated: hire established professionals to teach future professionals. In 1933 the curriculum was expanded to include Fashion Illustration, and in 1936 a Fine Art Department was added.

In 1951, after graduating from Stanford University, Dr. Richard A. Stephens took over the Presidency from his parents. His vision led to the expansion of the Academy from an enrollment of fifty students in two rented loft spaces to a 5,200 student body, with continued expansion of department majors available. In 1966 the school was incorporated and granted authority to offer a Bachelor’s Degree in Fine Art by the Bureau for Private Postsecondary and Vocational Education of the State of California. The graduate program was inaugurated in 1977 and approved by 1983.

Dr. Elisa Stephens, the granddaughter of the school’s founder, succeeded her father as President of the Academy of Art University in 1992. Dr. Stephens has been committed to expanding the Academy’s curriculum to stay current with new technologies and industry trends, as well as making state-of-the art facilities and resources available to Academy students. In 2004, the name of the school was changed from Academy of Art College to Academy of Art University in recognition of its depth, scope and quality.

Today, Academy of Art University is the largest private accredited art and design school in the nation. Students now have the opportunity to pursue a Bachelor of Fine Arts, Bachelor of Arts, Associate of Arts, Master of Fine Arts, Master of Arts, Master of Architecture, Certificate Programs or Continuing Art Education courses, with over 30 areas of academic emphasis.
Academy of Art University prepares aspiring professionals in the fields of design, communication and the arts by delivering excellent undergraduate and graduate degrees and certificate and portfolio development programs.

To achieve its mission, the Academy of Art University:

- Maintains an inclusive admissions policy for all persons who meet basic requirements for admission and instruction and who want to obtain higher learning in a wide spectrum of disciplines in art and design;
- Teaches a disciplined approach to the study of art and design that encourages students to develop their own styles that blend their talents, technical skills and creative aspirations with professional knowledge;
- Offers an undergraduate general education program designed to stimulate development of critical thinking and communications skills and to encourage emerging artists to draw upon a variety of disciplines, to look at issues from multiple perspectives, and to cultivate the ability to function as educated global citizens;
- Provides a creative environment that is at once supportive and challenging and underpinned by excellent personalized teaching and support services that address the needs of students of diverse ages and backgrounds;
- Enlists a dedicated full-time and part-time faculty of career artists, designers, and scholars whose success as educators comes from their ability to teach students through the wisdom and skill they have amassed through years of experience and study;
- Operates in an urban context so that academic programs can draw upon and contribute to the cultural wealth of those communities that are served;
- Manages in an ethical and efficient manner and administers the finances in a prudent fashion; and
- Fosters optimum quality in all aspects of programs and services.
2010 EQUAL EMPLOYMENT OPPORTUNITY RELATING TO DISABILITIES

Equal Employment Opportunity Relating to Disabilities
As part of our Equal Employment Opportunity commitment, we comply with all applicable provisions of the Americans with Disabilities Act (ADA), the ADA Amendments Act (ADAAA), as well as applicable state law. We do not discriminate against any qualified applicant or employee with a known physical or mental disability in any employment practice, including but not limited to hiring, promotion, job assignment, compensation, disciplinary action, training, and termination.

Reasonable Accommodations
To comply with applicable laws ensuring equal employment opportunities to individuals with disabilities, we 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 and/or a direct threat to the health and/or safety of the individual or others would result. Any applicant or employee who requires an accommodation in order to perform the essential functions of the job must contact Human Resources and request such an accommodation. The individual with the disability should specify in writing what barriers or limitations make it difficult for him or her to perform the job. An employee must also submit medical documentation to provide evidence of his/her functional limitation due to a non-obvious disability in support of the request for reasonable accommodation. The Academy will conduct an investigation regarding these barriers or limitations and will then identify possible accommodations, if any, that will help to eliminate the barrier(s) or limitation(s) and will thereafter determine whether the medical condition qualifies as a disability under applicable state and/or federal law. If the accommodation is reasonable, will not impose an undue hardship on the Academy and/or a direct threat to the health and/or safety of the individual or others, and if the medical condition constitutes a disability under applicable law, the Academy will make the accommodation. The Academy may also propose an alternative accommodation(s). It is very important that you communicate with Human Resources regarding accommodation issues and equally important that you respond to any requests from Human Resources for additional information regarding your needs.

The Academy will also consider requests for reasonable accommodations for conditions related to pregnancy, childbirth or related medical conditions, if requested with the advice of the employee's health care provider, as required by law.
Although the Academy hopes that the employment relationship will be a long and rewarding one, its policy provides that all employees who do not have individual, written employment contracts signed by the President or the President’s authorized representative for specific, fixed terms or for another type of employment besides at-will, are considered employees-at-will. At-will employment may be ended by the Academy without notice, at any time, and for any reason, with or without cause. At-will employees, likewise, may terminate employment at any time and for any reason.

Terms and conditions of at-will employment with the Academy may be modified at the sole discretion of the President with or without cause or notice at any time. No implied contract concerning continued employment can be established by any other oral statement. Examples of the types of terms and conditions of employment that are within the sole discretion of Academy of Art University include, but are not limited to the following: promotions; demotions; transfers; hiring decisions; compensation; benefits; qualifications; disciplinary action; layoffs or recalls; rules; hours and schedules; work assignments; job duties and responsibilities; production standards; subcontracting; reduction, cessation, or expansion of operations; sale, relocation, merger, or consolidation of operations; determinations concerning the use of equipment, methods, or facilities.

No representative of the Academy other than the President, or the President’s authorized representative, has the authority to enter into any agreement on the Academy’s behalf for employment at the Academy for a specified duration or to make any agreement for employment at the Academy other than at-will.

2030 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

**EEO Commitment**

Equal employment opportunity has been, and will continue to be a fundamental principle at Academy of Art University. Employment at the Academy is based upon merit, ability and qualifications. No qualified applicant or employee is to be discriminated against because of the following federally protected categories: race, color, national origin, religion, age, sex (including pregnancy and childbirth), physical and mental disabilities, veteran status or genetic information. In California, the following additional categories are protected under applicable law: AIDS or HIV positive status, marital status, domestic partnership, medical condition or genetic characteristics, gender identity, gender expression, sexual orientation, perceived pregnancy, breastfeeding and conditions related to breastfeeding, or the perception that an employee has one of the above characteristics. If you work outside
California, the Academy will comply with all applicable state and local laws pertaining to protected characteristics. All such discrimination is unlawful. The Academy's commitment to equal opportunity employment applies to all persons involved in the operations of the Academy and prohibits unlawful discrimination by any employee of Academy of Art University.

**Scope of EEO**
Our equal employment opportunity commitment applies to all areas of employment including promotions, demotions, transfers, hiring decisions, compensation, benefits, qualifications, disciplinary action, layoffs or recalls, rules, hours and schedules, work assignments, job duties and responsibilities, production standards, subcontracting, reduction, cessation, or expansion of operations, sale, relocation, merger, or consolidation of operations, determinations concerning the use of equipment, methods, or facilities, or any other terms and conditions. Employees who feel they are victims of or witnesses to any possible violation of this policy should immediately report this fact to their Manager, any other member of management or to Human Resources. Any report should be specific and include dates, times, the names of individuals involved and the names of any witnesses. Questions and complaints will be investigated promptly and as confidentially as possible under the circumstances. Employees should feel free to raise such concerns without fear of retaliation.

Retaliation against any employee by another employee or by the Academy for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the Academy or a federal or state enforcement agency is also prohibited by this policy. Please report any retaliation to your Manager, Human Resources or any other member of management. Any report of retaliatory conduct will be immediately, objectively and thoroughly investigated. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination, will be taken.

**Corrective Action**
Appropriate corrective action, commensurate with the severity of the offense, will be taken against any employee found to have violated this policy.

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**2040 ANTI-HARASSMENT & NON-DISCRIMINATION**

The Academy is committed to maintaining a workplace that is free of harassment and discrimination. Therefore, any form of unlawful harassment or unlawful discrimination against employees, visitors, vendors, and/or customers is prohibited. As part of our commitment we will not tolerate verbal, visual, or other communication (such as e-mail, voice mail or internet), physical conduct or other actions by anyone, including supervisors, employees, visitors, vendors or customers which unlawfully harasses or interferes with another's job performance or which creates a hostile working environment.
We seek to provide a work environment that fosters mutual respect. Actions, words, negative stereotypes, ridicule, or other forms of harassment based on legally protected categories of federal and applicable state and local laws is prohibited and will result in corrective action up to and including termination. The federally protected categories are: race, color, national origin, religion, age, sex (including pregnancy and childbirth), physical and mental disabilities, veteran status or genetic information. In California, the following additional categories are protected under applicable law: AIDS or HIV positive status, marital status, domestic partnership, medical condition or genetic characteristics, gender identity, gender expression, sexual orientation, perceived pregnancy, breastfeeding and conditions related to breastfeeding, or the perception that an employee has one of the above characteristics. If you work outside California, the Academy will comply with all applicable state and local laws pertaining to protected characteristics.

All Harassment Prohibited
All Academy employees have the right to work in an organization free of discrimination, harassing conduct, and unwelcome sexual advances or requests for sexual favors. The Academy is committed to providing a work environment free of unlawful harassment. Therefore, the Academy prohibits sexual harassment and harassment based on legally protected categories of federal and applicable state and local laws. The federally protected categories are: race, color, national origin (including language use restrictions), religion (including religious dress and grooming practices), age, sex (including pregnancy, and childbirth), physical and mental disabilities, military and veteran status, and genetic information. In California, the following additional categories are protected under applicable law: AIDS or HIV positive status, marital status, domestic partnership, medical condition or genetic characteristics, gender identity, gender expression, sexual orientation, perceived pregnancy, breastfeeding and conditions related to breastfeeding, or the perception that an employee has one of the above characteristics. If you work outside California, the Academy will comply with all applicable state and local laws pertaining to protected characteristics. Verbal, physical, or other communication or conduct by an employee, Manager, customer, or supplier which is based on a protected category and harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment will not be tolerated. The Academy also prohibits harassment based upon the perception that a person has, or is associated with a person who has, any of these characteristics. All such harassment is unlawful and will not be tolerated. The Academy’s policy prohibits harassment of employees, applicants, and persons providing services pursuant to a contract. The Academy is committed to taking all reasonable steps to prevent harassment from occurring.

All employees are expected to behave in a professional manner and avoid behavior that might suggest or be interpreted as harassing or discriminatory.
Sexual Harassment Defined
Federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; or (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee’s work performance or creating an intimidating, hostile or offensive working environment.

California law defines sexual harassment as unwanted sexual advances or visual, verbal or physical conduct of a sexual nature. This definition includes many forms of offensive behavior. The following is a partial list:

- Offering employment benefits in exchange for sexual favors.
- Unwelcome sexual conduct or advances.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons or posters, websites, emails, or text messages.
- Verbal and written conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- Physical conduct: touching, assaulting, impeding or blocking movements.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves coworker harassment, harassment by a supervisor or manager, or by persons doing business with or for the Academy.

Reporting Procedures
The Academy's reporting procedure provides for a timely, thorough and objective investigation of any harassment claim, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate remedies to any victim of harassment.

All employee complaints will be taken seriously, treated as confidentially as possible, and investigated. Employees are required to cooperate in any investigation (except as may be prohibited by law).

Any employee who believes that he/she has experienced or witnessed harassment or discrimination in our workplace should immediately report the incident to the appropriate Manager, member of Management or Human Resources. The report should include details
of the incident(s), including date(s) and time(s), the names of individuals involved, the names of any witnesses, direct quotes when relevant, and any documentary evidence (notes, pictures, emails, etc.).

**Supervisor’s Responsibility to Report**
Supervisors are in key positions in ensuring that a harassment and discrimination free workplace is maintained. Therefore, the law has placed a greater responsibility on managers and supervisors to act when they observe or learn of a potential sexual harassment situation. Supervisors are required to immediately report to Human Resources any complaint of discrimination, harassment or retaliation received by an employee, visitor, vendor or customer, even if the occurrence is not directly within their line of supervision or responsibility. A complaint may be written or verbal and reported during business and non-business hours. Supervisors who fail to escalate complaints to Human Resources may be subject to disciplinary action, termination of employment, and held personally liable.

**Anti-Retaliation**
There will be no retaliation against anyone who makes a good faith claim of harassment or who assists in an investigation. Retaliation against any employee by another employee or by the Academy for reporting, filing, testifying, assisting or participating in any investigation, proceeding or hearing conducted by the Academy or a federal or state enforcement agency is also prohibited by this policy. Please report any retaliation to your Manager, Human Resources or any other member of management. Any report of retaliatory conduct will be immediately, objectively, and thoroughly investigated. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination, will be taken.

**Corrective Action**
An employee found to have participated in any inappropriate conduct prohibited by law or this policy will be subject to corrective action up to and including termination.

**Liability for Sexual Harassment**
Any Academy employee, including any supervisor or manager, who is found to have engaged in unlawful harassment is subject to disciplinary action up to and including termination of employment. An employee who engages in harassment may be held personally liable for monetary damages according to applicable law. The Academy will not pay damages assessed personally against an employee according to applicable law.

**Mandatory Supervisor Training**
All California based supervisors must complete two (2) hours of sexual harassment training every two (2) years. All new supervisors must complete two (2) hours of sexual harassment training within the first six (6) months of becoming a supervisor. The Human Resources Department will schedule this mandatory training and notify supervisors that
need to complete the training. Failure to complete this mandatory training may result in disciplinary action.

**Additional Enforcement Information**

In addition to the Academy's internal complaint procedure, employees should also be aware that the federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing (for California employees) investigate and prosecute complaints of harassment in employment. If you work in a state other than California, please contact the Human Resources Department for more information. Employees who believe that they have been harassed may file a complaint with either of these agencies. For more information, you may directly contact the appropriate agency.

If you work outside California, contact Human Resources for additional enforcement information that may pertain to you.

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**2050 TITLE IX COMPLIANCE**

Title IX of the Education Amendments of 1972 prohibits discrimination on the basis of sex in education programs or activities operated by the Academy of Art University. Title IX applies to both students and employees of the Academy of Art University and requires the Academy of Art University to look into any complaints of sex discrimination, sexual harassment, sexual violence (including domestic and dating violence), as well as instances of stalking. Academy of Art University employees are **required** to notify the Title IX Coordinator or Deputy Coordinator of any complaint which may be related to Title IX.

Employees who are notified of a potential Title IX complaint should do the following:

- Notify the complainant they are required to report the matter to the Title IX Coordinator.
- Do not promise confidentiality. While the Academy of Art University will consider the request for confidentiality and will make every effort to ensure privacy for complainants, confidentiality may not be possible depending on the nature of the complaint. (i.e. the allegations are serious and failure to investigate could put other members of the campus community at risk.)
- Notify the Title IX Coordinator or Deputy Coordinator immediately.

Employees may also notify Campus Safety of a potential Title IX complaint and Campus Safety will ensure the Title IX Coordinator’s office is notified.
Academy of Art University values the pursuit of meaningful creative expression and truthful inquiry as essential elements of the artist and scholar’s contribution to culture and society. Faculty members are expected to promote these values while maintaining a classroom environment conducive to learning and responsible academic behavior. Academy of Art University’s expectations of responsible academic behavior include but are not limited to:

- Engagement in learning in a tolerant, respectful and informed manner;
- Professional behavior in all aspects of work.

Academy of Art University encourages a spirit of open inquiry as students develop their creative processes and intellectual positions. Intellectual and imaginative openness in itself cannot, however, sustain the educational process. Academy of Art University expects faculty and directors to identify teachable moments and to cultivate habitual opportunities for learning. Faculty and administrators thus have the following responsibilities:

- Encourage open dialogue as appropriate to the curriculum;
- Do not introduce material that has no relation to course objectives;
- Place imagery, words, and symbols in their context and ensure their appropriate presentation in open and closed forums including classrooms and exhibition spaces.

Academic freedom is both a right and a responsibility – it is not a license to violate the law or the rights of others. Academy of Art University reminds its members that they must abide by federal and state laws governing:

- Discrimination against any demographic category;
- Harassment of any individual on any grounds;
- Obscenity, incitement, and slander

In addition, Academy of Art University will investigate expressions of violent intent that indicate a faculty or student may be endangering himself or others. Please review the Academy of Art University policies governing inappropriate workplace conduct including but not limited to unlawful discrimination, harassment, retaliation and workplace violence.

Disputes will be adjudicated through the Academy of Art University’s grievance procedure (described in the Student Appeals and Grievances section of this Manual) or the Academy of Art University’s Human Resources department, as appropriate. The Board of Directors and President are ultimately responsible for protecting and overseeing standards of academic freedom and responsibility at Academy of Art University.
The Family Educational Rights and Privacy Act (FERPA) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

Under FERPA:

- Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.
- Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.
- Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions:
  - School officials with legitimate educational interest;
  - Other schools to which a student is transferring;
  - Specified officials for audit or evaluation purposes;
  - Appropriate parties in connection with financial aid to a student;
  - Organizations conducting certain studies for or on behalf of the school;
  - Accrediting organizations;
  - To comply with a judicial order or lawfully issued subpoena;
  - Appropriate officials in cases of health and safety emergencies; and
  - State and local authorities, within a juvenile justice system, pursuant to specific State law.

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to
request that the school not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of each school.
CHAPTER 3000
EMPLOYMENT STATUS AND PERSONNEL RECORDS

3010 INITIAL EMPLOYMENT PERIOD

All employees, both full and part-time are required to complete an Initial Employment Period. The first ninety (90) calendar days of employment after hire are considered to be the Initial Employment Period. During this period, an employee's performance will be closely examined. It is expected that each employee will also evaluate the Academy and his/her position in terms of his/her own personal needs. However, employment remains "at will" both during and after the Initial Employment Period and employment may be terminated at any time for any reason, with or without notice.

3020 PERSONNEL FILES AND RECORDS

Updating Information
Records and information regarding each applicant, employee, and former employee are kept to ensure compliance with government requirements and to support benefit programs and employment processes. It is important that records are accurate and current. Therefore, employees are asked to notify Human Resources of any changes in:

- Name and/or marital status/domestic partnership status
- Address and/or telephone number
- Number of dependents
- W-4 (dependent information)
- Emergency contact person
- U.S. work authorization status
- Military status
- Beneficiaries

Access to Files
Personnel files are Academy property and therefore access to them is restricted. Generally, only management personnel have access to the files. Except as otherwise required by law, employees may review their own records by making a written request for an appointment to view their file using the Academy Personnel Records Inspection/Copy form. A member of Human Resources must be present during any employee review of records. Copies of personnel file documents may be requested only to the extent required by applicable state
law. However, under no circumstances may a file or contents of a file be removed. Please contact Human Resources for additional information.

The Academy restricts disclosure of employee personnel files to authorized individuals within the Academy. Any external request for information from personnel files must be directed to Human Resources. Human Resources is authorized to release information about current or former employees to outside sources, but will only release the dates of employment, title, and salary information (with a written release). Disclosure of personnel information to outside sources will be limited; however, the Academy will cooperate with requests from authorized law enforcement, local, state or federal agencies conducting investigations and subpoenas.

Health/medical records are not included in your personnel file. These records are confidential. The Academy will safeguard them from disclosure and will divulge such information only (1) as allowed by law; or (2) to the employee’s personal physician upon written request with permission of the employee.

If you work outside California, please contact Human Resources for additional information. The Academy will comply with all applicable state laws pertaining to review of personnel files.

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3030 REFERENCE REQUESTS

Refer All Official Requests to Human Resources
All external reference requests, inquiries regarding current or former employees, and calls from outside the University from state, government or federal agencies should be directed to Human Resources. No employee may provide an official letter of reference for any current or former employee and under no circumstances should an employee answer questions from state, government or federal agencies on behalf of the University.

No Verbal Release of Information
Under no circumstances may any information regarding current or past employees be provided over the phone. Human Resources will respond to official employment verification requests that are submitted in writing.
CHAPTER 4000
EMPLOYMENT PRACTICES

4010 COMPLAINT PROCEDURE

The Academy seeks to promote an atmosphere where employees are comfortable voicing concerns about employment related matters. Any employee who has a concern about discrimination, harassment, or retaliation should report the issue in accordance with the procedures in the Anti-Harassment & Non-Discrimination policy. For all other employment related issues, employees are welcome to initially discuss any problems with their Manager to determine if the issue can be quickly resolved. The Academy is committed to ensuring a responsive and fair problem solving process at the lowest possible organizational level and encourages this same commitment from all employees. If the problem cannot be resolved at that level, or if the concern involves a direct Manager, the employee is welcome to utilize the complaint procedures outlined in this policy. No employee shall be penalized for using the Academy’s complaint procedures in good faith.

Voluntary Complaint Resolution Policy
The following steps outline the Academy’s voluntary complaint procedure:

Step 1: The complaining employee may attempt to resolve any employment related issues with his/her direct supervisor or manager by presenting either a verbal or written complaint to the supervisor or manager. The supervisor or manager will attempt to review and respond to the employee’s concern promptly and directly. If the concern is regarding the employee’s direct supervisor or manager, or the employee does not feel comfortable talking to his or her direct supervisor or manager, the employee may skip to Step 2.

Step 2: If the complaint is not resolved to the employee’s satisfaction at the first step, the complaining employee may forward the complaint to the Department Head. The employee should email, mail or hand-deliver a copy of the complaint to the Department Head. If the matter concerns the Department Head, the employee may skip Steps 1 and 2.

Step 3: If the complaint is not resolved to the employee’s satisfaction at Step 2, the complaining employee may advise a Human Resources Representative of the problem. The Human Resources Representative(s) will meet with the complaining employee after receipt of the complaint. A representative from the Human Resources department will investigate the matter; make recommendations to relevant personnel and management and initiate appropriate action.
Step 4: If the complaining employee is not satisfied with the actions taken by the Human Resources Representative(s), the employee may request a meeting with the Vice President of Human Resources. The decision of the Vice President of Human Resources shall be final.

The Academy prohibits retaliation against any employee for participating in this complaint procedure or for any good faith reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the Academy or a federal or state enforcement agency. Please report any retaliation to the Human Resources Department. Any report of retaliatory conduct will be objectively and thoroughly investigated in accordance with the Academy’s investigation procedure. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including termination, will be taken.

Human Resources Assistance
Employees are also encouraged to utilize Human Resources for consultation at any stage in the problem-solving process. Effort will be made to resolve the problem as quickly and as confidentially as possible.

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**4020 CORRECTIVE ACTION**

**Employee Responsibilities**
All employees are expected to comply with the Academy's policies, procedures, and standards of behavior and performance. Noncompliance with these standards must be remedied and is subject to corrective action.

**Possible Corrective Action**
Examples of corrective action include oral warnings, written reprimands, suspension, probation, demotion, and termination. However, nothing in this policy alters the at-will relationship between the Academy and its employees and all corrective action policies are guidelines only.

**Management Discretion**
In cases of serious misconduct or work performance problems, an employee may be immediately suspended or terminated. Each situation is dealt with on a case-by-case basis at the sole discretion of Human Resources and/or the President. The Academy does not follow a formal progressive disciplinary action process and reserves the right to implement any type of disciplinary or corrective action it deems appropriate.
4040 OUTSIDE EMPLOYMENT (MOONLIGHTING)

An employee's position at the Academy must be of primary importance. Employees are expected to devote their full attention and energy to Academy of Art University. Employees may hold outside jobs or be involved in outside business, educational, community, political, and charitable activities as long as they continue to meet established work performance standards and such activities do not consume Academy resources or amount to an actual or potential conflict of interest. While working for or providing service to a non-Academy affiliated entity, an Academy employee must make it clear that he/she is acting on his/her own behalf and not as an Academy representative.

4045 TELECOMMUTING

**Policy**

Academy of Art University may consider telecommuting to be a viable alternative work arrangement in cases where job duties, management, and operational factors are best suited to such an arrangement. Telecommuting allows an employee to work at home, on the road, or in a satellite location for all or part of their regular workweek. Telecommuting is a voluntary work alternative that may be appropriate for some employees and some jobs. It is not an entitlement; it is not a company-wide benefit; and it in no way changes the terms and conditions of employment with the Academy.

**Definitions**

1. Telecommuting: Means working one or more days each work week from an alternative work environment instead of commuting to a centrally located Academy worksite.
2. On-site Location: The Academy of Art University worksite where the employee would be required to work if he/she did not telecommute.

**President’s Approval**

Either an employee or a supervisor can suggest telecommuting as a possible work arrangement to Human Resources who will then present the request for approval to the President of the University. Academy of Art University may also classify a position as a telecommuting job.

**Eligibility**

Individuals requesting telecommuting arrangements must have been employed with the Academy for a minimum of 12 months of continuous, regular employment and must have exhibited above average performance.
Three Month Trial Basis
Any telecommuting arrangement made will be on a trial basis for the first 3 months, and may be discontinued, at will, at any time at the request of the Academy.

Evaluation of Telecommuting Agreement Sustainability
Before entering into any telecommuting agreement, the employee and the Academy, with the assistance of the Human Resources department, will evaluate the suitability of such an arrangement paying particular attention to the following areas:

a. Employee Suitability - the employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
b. Job Responsibilities - the employee and manager will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
c. Equipment needs, work space design considerations and scheduling issues.
d. Tax and other legal implications for the business use of the employee's alternative work environment based on IRS and state and local government restrictions. Responsibility for fulfilling all obligations in this area rests solely with the employee.

Professional Environment
Telecommuting is NOT designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting business objectives. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering into a trial period.

Computer and Other Equipment
The Academy will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, photocopiers, etc.) for each telecommuting arrangement on a case-by-case basis. The Human Resources and Information Technology departments will serve as resources on this matter. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. The Academy accepts no responsibility for damage or repairs to employee-owned equipment. The Academy reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only and employees must adhere to the Computer, Network and Internet Use Policy (section 5030). All company property must be returned to Academy of Art University upon termination of employment or termination of the telecommuting arrangement.
Information Security
Consistent with the Academy's expectations of information asset security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their alternative work environment. Steps include, but are not limited to, use of locked file cabinets, regular password maintenance and any other steps appropriate for the job and the environment.

Set-up Costs
The employee will establish an appropriate alternative work environment in order to successfully perform the functions of the telecommuting position. The Academy will not be responsible for costs associated with initial setup of the employee's alternative work environment such as remodeling, furniture or lighting, nor for repairs or modifications for an office space. Employees will be offered appropriate assistance in setting up a work station designed for safe, comfortable work.

Job Related Injuries & Work Environment Inspection Policy
The Telecommuter is solely responsible for ensuring the safety of his/her alternative work environment. The telecommuter is responsible for maintaining a safe and ergonomic work environment, including the work area, bathroom, and other areas that may be necessary for work during the telecommuting arrangement. However, because the Academy is legally obligated to provide its employees with a workplace that is free from hazards that might cause serious harm or injury, the Academy reserves the right to periodically inspect the Telecommuter’s alternative work environment. Any such inspection will be preceded by advance notice and an appointment will be scheduled.

Injuries sustained by the employee while at his/her alternative work environment and in conjunction with his/her regular work duties are normally covered by the Academy's workers' compensation policy. Worker's compensation will not apply to non-job-related injuries. Telecommuting employees are responsible for notifying the Academy of work-related injuries in accordance with the Academy’s workers’ compensation procedures.

Injuries Sustained by Co-tenants, Invitees, Licensees or Trespassers
Academy of Art University is not liable for any injuries that occur to other occupiers, roommates, subtenants, co-tenants, family, guests and all other third parties at or around the Telecommuter’s alternative work environment.

Telecommuting employees shall not hold business meetings with internal or external clients, customers or colleagues at their residence under any circumstances.

Fire Protection
1. Smoke Detectors: The Health and Safety Code, Sections 13113.7 and 13113.8 require that dwellings be provided with smoke detectors. Telecommuters are responsible for
assuring alternative work environment compliance with these requirements. Smoke detectors placed in a home work area must meet the following criteria:
   a. The detector must be placed in a location which monitors the work area, and any electronic equipment used to support teleworking.
   b. Must be approved by Underwriter’s Laboratory (UL) and/or State Fire Marshall, and have a functional test mechanism.
   c. Detectors should be tested at the time of installation and on a monthly basis. Detectors which are wired into the house electrical system and have a battery backup should be checked with main power both on and off. Battery operated detectors should be cleaned and equipped with fresh batteries as recommended by the manufacturer.

2. Fire Extinguisher: The designated work area must be equipped with a UL approved fire extinguisher. Employees are responsible for assuring compliance with this requirement. The fully charged extinguisher should be made easily and readily accessible near the work area (no more than 10 feet from electronic teleworking equipment).

Regular Schedule
The employee and the Academy will agree on the number of days of telecommuting allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. The employee agrees to be accessible by phone or modem within a reasonable time period during the agreed upon work schedule.

Unauthorized Work
Telecommuting employees shall not conduct any unauthorized external (non-Academy) work during their telecommuting work schedule. Failure to comply with this requirement can result in the immediate cessation of the telecommuting agreement and may result in disciplinary action up to and including termination of employment.

On-Site Location Work
Telecommuters may, at the discretion of their immediate supervisors, be called to work at their on-site location at the Academy on their regular telecommuting workday during their regular work hours to meet workload requirements. Reasonable notice will be given to the telecommuter to make travel arrangements. When telecommuting employees are requested to report to their on-site location, travel time between home and the on-site location is not counted as hours worked and is not compensated.

Telecommuting Overtime
Telecommuting employees who are non-exempt from the overtime requirements of the federal and state regulations will be required to record all hours worked in a manner
designated by the Academy. Hours worked in excess of those specified per day and per work week, in accordance with state and federal requirements will require the advance approval of the supervisor. Failure to comply with this requirement can result in the immediate cessation of the telecommuting agreement.

**Sick & Vacation Time**
Employees will follow the Academy attendance and dependability policy as stated in the employee handbook. Employees should refer to their Employment Agreement and the Academy Employee Handbook for sick and vacation pay eligibility, policies and procedures.

**Taxes**
Income taxes will be withheld based on the location of the employee’s alternative work environment. Employees may wish to consult their tax advisor with respect to other tax consequences.

**Evaluation of Performance**
Evaluation of telecommuter performance during the trial period may include daily interaction by phone and e-mail between the employee and the manager, and weekly face-to-face meetings to discuss work progress and problems. Evaluation of the telecommuter performance beyond the trial period will be consistent with that received by employees working at the office.

**Cessation of Telecommuting Agreement**
The availability of telecommuting as a flexible work arrangement for employees of the Academy can be discontinued at any time at the Academy’s discretion. All telecommuting agreements must meet the criteria in this policy and may be terminated at any time by either the employee or their supervisor/director. Every effort will be made to provide 30 days’ notice of such change. There may be instances, however, where no notice is possible.

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### 4050 PERFORMANCE APPRAISAL

All employees are strongly encouraged to regularly and informally discuss their job performance and goals with their Manager. Reviews provide an opportunity for employees and Managers to discuss job duties, employee strengths and weaknesses, mutual concerns, and long term goals. Academy of Art University does not have a structured performance review and appraisal process and it is at the employee and Manager’s discretion to engage in such discussions.

Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the Academy and depend...
upon many factors in addition to individual performance. Positive performance evaluations likewise do not guarantee continued employment; you remain an at will employee.

### 4060 PROMOTIONS AND TRANSFERS

**Eligibility**
Academy of Art University encourages employees to explore internal employment opportunities for which they qualify. A list of current internal employment opportunities are posted in the Academy’s HRIS system Workday to inform employees of job opportunities and requirements. Except in unusual circumstances, required by business necessity, employees must have performed acceptably in their current position for at least one (1) year before they seek a transfer and one (1) year before they seek a promotion. Additionally, an employee's performance record and skills must support the change in job responsibilities.

**Process**
All transfers and promotions will be judged individually, based on departmental needs and the skills, abilities, and performance record of the employee. Employees seeking a change in position should discuss it first with their supervisor or with Human Resources to determine if their skills and experience potentially meet the requirements of the job. Employees are encouraged to discuss their job plans and career goals at any time with either their Manager or Human Resources.

**Management Discretion**
While Management intends to work closely with all employees to ensure that job placements are appropriate and satisfying, all staffing decisions are subject to Management’s discretion. Business needs may necessitate deviation from established promotion and transfer guidelines.

### 4070 TERMINATION OF EMPLOYMENT

Employees may resign at any time, and the Academy also has the right to end an employment relationship at any time, with or without notice or cause and for any legal reason. No representative of the Academy other than the President, or the President’s authorized representative, has the authority to enter into any agreement on the Academy’s behalf for employment at the Academy for a specified duration or to make any agreement for employment at the Academy other than at-will. An employee’s departure at the end of an agreed to term of employment shall require no notice.
Resignation
The Academy requests that all employees submit their intent to leave the Academy in writing to the Human Resources Department and their direct supervisor. The written notice should state the reason for the resignation and the date of departure. A withdrawal of a resignation may not be allowed without the authorization of the Human Resources Department.

Academy of Art University appreciates when departing employees are able to provide two (2) weeks advance notice of their departure date. The date of departure shall be the employee’s last day of actual work. In order to provide a proper transition, employees who provide advance notice may not request vacation during the resignation notice period.

Exit Interviews
Management may determine that it would be helpful to conduct an exit interview with a departing employee to discuss the employee's reasons for leaving and opinions regarding the workplace. The time is also used to arrange for the return of Academy property and to answer employee questions regarding benefits and other issues. Such interviews are generally conducted on the last day of employment.

Paychecks
Terminated employees and those who resign will be paid as required by State law. Employees in California will be paid for all unused accrued vacation time at the employee’s final rate of pay at the time of the employment separation. If you work outside California, you will not be paid for unused vacation time, unless otherwise required by applicable law. Terminated employees and those who resign are not paid for accrued but unused sick leave.

Benefits
Benefits (including medical, dental, and vision) end on the last day of the month in which employment is terminated. Employees, unless terminated for gross misconduct, may choose to continue their medical benefits under COBRA.
Academy of Art University requires all employees to wear professional attire that is workplace appropriate. Standards may vary slightly by department depending on the nature of work, exposure to the general public, degree of customer interaction, and workplace setting. Irrespective of these variables, all employees’ appearance should always project a professional image.

This policy describes guidelines on what is considered appropriate workplace attire. These guidelines are not all-inclusive but instead establish general parameters for employee appearance. We expect our employees to comply with these guidelines and also exercise good judgment and common sense with respect to items not specifically addressed. Please note, individual departments may establish more formal guidelines as appropriate.

Customer-Facing Staff (non-teaching)
- Business Attire: A business shirt with tie for men. Dresses or business suits with skirts or slacks for women.

Customer-Facing Staff (teaching)
- Business Casual Attire: A dress shirt or polo-type shirt with or without a tie and dress pants, khakis, or twill style pants for men. Dresses, skirts or dress slacks with a dressy blouse and/or sweater for women.

All Other Staff Positions (non-customer facing)
- Business Casual Attire: A dress shirt or polo-type shirt and dress pants, khakis, or twill pants for men. Dresses, skirts or dress slacks with a dressy blouse and/or sweater for women.

Department Issued Uniforms
- Department Uniform; or
- Non-Business Casual Attire which includes a collared shirt and professional-appearing pants for men and dresses, skirts and pants with a blouse, or sweater for women.

Footwear depends on the type of work performed and should ensure safety, comfort and a professional appearance.
Prohibited Attire includes but is not limited to the following:
- Jeans
- Leggings as pants
- Sweatpants, sweatshirts or workout attire
- Shorts
- Sheer clothing or any clothing that is excessively revealing, distracting or provocative
- Excessively short skirts or dresses
- Tank Tops and Halter Tops
- Athletic shoes
- Sneakers
- Casual sandals including flip flops

Grooming
- All hair, moustaches and beards must be neatly groomed
- Use cologne/perfume only sparingly
- Employees are prohibited from wearing/displaying visible tattoos and body piercings with the exception of modest ear piercings or piercings required on a religious basis
- The Academy expects all employees to maintain good personal hygiene

Please contact Human Resources regarding special accommodations, questions or concerns about the Academy dress code policy. The Academy reserves the right to assess such requests as well as employees’ compliance with this policy. Non-compliance may result in counseling, being sent home to change clothes or further disciplinary action including employment termination.

5020 ATTENDANCE AND DEPENDABILITY

Excessive unexcused absenteeism or tardiness burdens co-workers, disrupts business operations, and reduces the quality of customer service. Therefore, good attendance, punctuality, and dependability are required of all employees. Attendance and tardiness problems may reduce an employee's opportunity for advancement and will result in corrective action up to and including termination, unless the reason for the absences or tardiness is legally protected or otherwise excused.

Individuals with disabilities may be granted reasonable accommodation in complying with these policies if such accommodation does not pose an undue hardship to the Academy’s operations or a direct threat to the health and/or safety of the individual or to others. However, regular attendance and promptness are considered part of an employee’s essential job functions.
Academy Expectations
Employees are expected to be at work and to return from breaks as scheduled. Employees are also expected to be at their workstations, performing assigned work during all work hours, and to work any assigned overtime. Employees are not permitted to leave work before their scheduled quitting time. Generally, Administration offices have business hours Monday through Friday from 8:30 a.m. to 5:30 p.m. and Academic department office hours are Monday through Friday 8:00 a.m. to 7:00 p.m. Certain Academic departments are open until 9:00 p.m., depending on the evening class schedule and some departments require scheduled weekend hours as well.

Notification of Absence/Tardiness

Prompt Notice Required
Employees are expected to provide as much advance notice as possible of anticipated tardiness, absence, or the need to leave work early. At minimum, employees must notify their Manager of anticipated tardiness or absence at least thirty (30) minutes prior to when they are scheduled to begin work. Department directors have discretion to require more than 30 minutes advance notice. Employees are responsible for knowing and adhering to their department’s notice requirements.

Sufficient notice requires an explanation as to the reason for the absence, tardiness, or the need to leave work early and statement of when (date and time) the employee will return to work. With respect to consecutive absences from work, employees must contact their Manager each day they are absent from work unless a return to work day or alternate work arrangement has been established.

Exempt employees must report sick leave on his/her time sheet in the timekeeping system through Workday for the pay period in which it falls in.

Non-exempt employees must report sick leave or unpaid time off on his/her time sheet in the timekeeping system through Workday for the pay period in which it falls in.

Personal Notification Required
It is an employee’s responsibility to make personal contact with his/her supervisor to report an unplanned absence or tardiness. An employee should notify another Manager or the Communication Call Center at Academy of Art University if he/she is unable to reach his/her supervisor. Notifying another employee is not acceptable. If an employee is unable to make personal contact with his/her supervisor after exhausting all options, the employee may leave a voice message for his/her supervisor. Employees must also maintain regular contact with their supervisor during any extended absences.
Job Abandonment
If an employee fails to notify Management or Human Resources of their absence for three (3) consecutive days, it will be considered job abandonment and an effective voluntary resignation.

Leaving Academy Premises
Employees must receive Management permission before leaving the workplace during working hours, except during meal breaks. Employees are expected to give their Managers as much advance notice as possible with no less than twenty-four (24) hours notification prior to the need to leave work early.

Nothing in this policy is intended to restrict employees from engaging in any conduct that is protected by federal, state or local laws, including but not limited to the National Labor Relations Act.

5030 COMMUNICATION AND INFORMATION SYSTEMS

The communication systems (including telephone, fax, photocopy machine, voice mail, e-mail, computer files, and Internet systems) are provided for business purposes and are Academy property. Consequently, the Academy may intercept, monitor, review, and disclose any communication or files as business needs require. Messages or files created, sent, or received are not an employee’s private property. Employees should have no ownership or privacy expectations regarding communications or data sent over Academy information systems. Any inspections of Academy property and resources may be conducted during or outside of business hours and in the presence or absence of the employee.

All internal and external communications via Academy communication systems should comply with applicable Company policy and the law. Communications that are obscene, discriminatory, sexually explicit, threatening, violent or harassing are strictly prohibited on Academy communication systems. Those used to solicit commercial, religious, political, charitable, union, or other non-business causes are also prohibited as allowed by law. Improper use of systems and equipment may subject an employee to corrective action.

Individual use
Your account and network connection are for your individual use. A computer account is to be used only by the person to whom it has been issued. You are responsible for all actions originating through your account or network connection. You must not impersonate others or misrepresent or conceal your identity in electronic messages and actions.

- Do not share the password assigned to you.
- Select an obscure password and change it frequently.
- Understand that you are responsible for all activities on your username/account ID.
Ensure that others cannot learn your password.
If you have reason to believe that your username/account ID or password has been compromised, contact your System/Network Administrator immediately.
When vacating computer workstations, sign-off or secure the system from unauthorized use.

**Respect the privacy and security of users and systems**
Unless information is specifically made public or accessible to you, you should assume anything on the network is private. Just because you may have the ability to access files, directories, or information that does not belong to you, you do not have the right to do so. Any attempt to circumvent computer, network or file security or to take advantage of security lapses is prohibited.
- Access only accounts, files, and data that are your own, that are publicly available, or to which you have been given authorized access.
- Maintain the confidentiality of confidential business information classified as private, confidential or data on decedents.
- Use University information for tasks related to job responsibilities only and not for personal or outside purposes.
- Never disclose confidential business information to which you have access, but for which you do not have ownership, authority, or permission to disclose.

This policy is not intended to prohibit employees from discussing with each other wages, working conditions or terms of employment and is not intended to violate any local, state or federal law or regulation, including but not limited to, the National Labor Relations Act.

**Do not disturb other users or abuse computer resources**
Tampering with or other invasive actions using computer systems and networks are strictly prohibited. Examples of this include, but are not limited to, viruses, threatening or harassing messages, "spamming*," packet sniffing, self-perpetuating programs, excessive volume of file transfers, network traffic or printing, and other programs, files, hardware, software, or actions that deliberately or unintentionally degrade or disrupt system or network performance, compromise or circumvent system or network security, or interfere with other employees’ abilities to use the computer system.

The use of network hubs, routers, wireless access points, or other devices designed to share your network connection with multiple computers or devices are expressly prohibited.

No unauthorized modification, or attempt to modify, computer hardware or software, including operating systems, compilers, utilities, or applications, is permitted. This includes, but is not limited to, installation, deletion or copying of executable software and modification of system configurations.
Individuals are required to take reasonable precautions to ensure that their systems are secure; this includes maintaining current virus detection software at all times on their system(s).

**Respect intellectual property**
The use of Academy computer resources to share or distribute copyrighted material to others without the permission of the copyright holder is prohibited. This includes, but is not limited to, using peer-to-peer applications to share these files. The burden of proof of ownership or obtaining permission from the copyright owner is upon the account holder. Upon receiving proper notification, as defined by the Digital Millennium Copyright Act, of a potential infringing activity, the Academy will where possible remove or block access to the material in question. Reports of repeated copyright infringements will lead to termination of computer/network services and/or other Academy/legal actions.

**Access to computer accounts & networks / Non-commercial use only**
Academy of Art University will make reasonable efforts to have its computer systems and networks available at all times. However, as part of regular maintenance and other planned and unplanned activities, systems & networks may be unavailable at any particular time. Academy of Art University reserves the right to restrict or terminate access to its computer & network resources as necessary. Academy of Art University computer systems and networks are for non-commercial individual use related to the educational mission of the Academy by its faculty, staff and students, and for approved Academy business activities.

The following are specifically prohibited:

- Viewing or downloading pornographic or other obscene, non-business related material; and
- Sending sexually explicit, discriminatory, harassing, threatening, violent or other messages which are obscene.
- Never engage in any activity that might be harmful to systems or to any information/data stored thereon, such as:
  - Creating or propagating viruses;
  - Disrupting services or damaging files; or
  - Making unauthorized or non-approved changes.

If you are uncertain of what you can or cannot do contact your Manager or IT department. All employees must abide by all Academy rules and policies, as well as local, state and federal laws.

**Privacy**
Electronic communications systems are owned and maintained by Academy of Art University. The Academy follows industry practices and routinely monitors network
traffic to ensure the proper functioning and equitable utilization of its computer resources, but by policy, does not routinely monitor the contents of user files, messages or network transmissions. However, the Academy reserves the right to monitor for any business purpose, including but not limited to, ensuring compliance with this and all Academy policies. Given the nature of computers and electronic communications, and the fact that Academy of Art University owns and maintains electronic equipment, employees have no right to privacy in their use of such equipment. Employees must understand that there is a risk that in some circumstances others can, either intentionally or unintentionally, gain access to files and messages.

Please be aware that all messages, chat sessions, phone calls, websites, information, files, and equipment may be monitored, reviewed, and examined, as business needs require.

Additionally, duplicates of e-mail transmitted through a personal, web-based e-mail account using Academy equipment could be stored on that equipment. The Academy may, in its discretion, review all communications stored on, or transmitted by, Academy equipment regardless of whether a personal account is used. Employees should not use Academy resources (including the telephone) for personal communications with an attorney. Employees should not use Academy resources for any personal communications, if they want these communications to remain private.

Where it appears that the integrity, security or functionality of the Academy's computer or network resources are at risk or in instances of suspected abuse of Academy policies, codes, or local, state or federal laws, Academy of Art University reserves the right to take whatever actions it deems necessary to investigate and resolve the situation. This includes but is not limited to the examination of all messages, chat sessions, phone calls, voice mails, websites, information, files, and equipment assigned to employees.

**Restrictions**

Academy of Art University may impose restrictions on the use of its computer and network systems and/or take additional actions in response to complaints presenting evidence of violations of this or other policies, codes, or state or federal laws.

Access to Academy of Art University computing resources is not a right. Access may be limited, suspended, and/or terminated by the Academy in its sole discretion, with or without notice, for any reason.

**Report all Security Concerns and Other Problems to Management Immediately**

**Corrective Action**

We are hopeful that our computer resources will assist employees and be well-utilized. However, the potentially serious consequences of security breaches and possible legal costs because of improper use require that the Academy strictly enforce our policies. Therefore
employee violations of related policies and procedures may result in corrective action up to and including termination.

5031 PORTABLE ELECTRONIC DEVICES AND SOCIAL NETWORKING

Electronic Listening Devices
Academy of Art University does not allow the use of portable electronic listening devices and other similar electronic devices, including but not limited to MP3s and I-Pods, during working hours. Use of such devices should be limited to before work, after work or during breaks. These devices are not appropriate during work hours and will not be tolerated for the following reasons:

- The employee’s ability to do their work efficiently, effectively and safely is hindered if their ability to hear and respond to noises around them is obstructed partially or completely.
- Wearing earphones or headphones has been shown to have a negative impact on human interaction, which is necessary for performing work-related tasks and promoting a professional team environment.

Radios
Listening to music on personal radios should also be used in an appropriate, reasonable, and work-conducive manner because such noise can be distracting or disturbing to others and can negatively impact customer service or the quality of work.

Please keep the volume level of radios to a reasonably low level so that others are not disturbed or inhibited from performing their assignments and tasks. It is each employee’s responsibility to ensure that reasonable care is taken to no let such noise impact the work environment.

Social Networking/Blogging

Definitions
Blogging consists of written postings or other content on a publicly available Internet site by an individual. While the information posted is usually written comments, it can also be or include photographs, drawings, videos or any other graphic or audio information. “V-blogging” involves the same principles as blogging, but the content consists of live and/or taped video content broadcasted on the Internet.

Social Networking consists of using Texting, Instant Messaging, Facebook, Twitter, Instagram, LinkedIn or other related tools or websites for communicating with other individuals.
Use of Academy Resources
The Academy’s property, including but not limited to Internet access, computer hardware and software, may not be used by an employee for blogging and/or v-blogging or social networking without the express prior written consent of the President. Employees may not photograph, film or videotape confidential, proprietary or trade secret Academy material.

“Off-hours” or “Off-campus” Blogging or Social Networking
Except as permitted by law, no Academy employee may post by blogging and/or v-blogging or Social Networking, whether during working hours and in the office or elsewhere at any other time, comments or images that are:

- unlawfully discriminatory or harassing (such comments would also be a violation of the Academy’s policy against unlawful discrimination and harassment);
- in violation of the Academy’s policies protecting its trade secrets and provisions protecting trade secrets contained in the Academy’s confidentiality agreement;
- use of Academy logos for one’s own commercial purposes.

Bloggers or social networkers who express otherwise appropriate opinions must clearly state that said opinions are solely those of the blogger. Bloggers and social networkers assume full responsibility and liability for the content contained in their blog.

If an employee is dissatisfied with any aspect of the Academy’s operations, the employee is encouraged to bring those concerns to the Human Resources Department, so that the concerns may be addressed.

Penalty for Violation
Employees violating this policy will be subjected to appropriate disciplinary actions up to and including termination of employment. Accordingly, employees who have questions or uncertainty are urged to consult with the Human Resources Department concerning the scope and application of this policy before posting information on a blog or a v-blog, or a social network.

5035 TELEPHONE MONITORING

The Academy of Art University has a telephone system that is capable of recording conversations. Like many other organizations, this is a standard practice that allows the recording of telephone calls for quality assurance monitoring and training purposes.
All calls received and placed by employees whose phone skills are essential to high quality customer service may be recorded. Outside parties receive advance notice that a call is recorded through an automated welcome message system or when an employee verbally notifies the caller of the recording at the beginning of each call. In the event a caller does not agree to being recorded, the employee must end the call and notify his or her direct supervisor.

Calls are monitored by a team leader, trainer, manager or any other individual who is directly responsible for an employee’s work performance when that employee’s phone skills are essential to high quality customer service. The monitoring party may rely on recorded calls to evaluate an employee’s strengths and weaknesses on the phone and to provide feedback on the employee’s phone skills. The monitoring party may discuss the quality of such phone calls during an employee’s work performance review or rely on recorded calls as a basis for rewarding or recognizing an employee’s high quality customer service. The monitoring party may additionally rely on recorded phone calls to assess the effectiveness of a training program or call recruitment campaign. Recordings will only be used for the purposes specified in this policy.

**Ownership of Communications**
All Academy of Art University communication systems and equipment, including the messages transmitted or stored by them, are the sole property of the Academy of Art University. Accordingly, the Academy may access and monitor employee communications and files as it deems appropriate. Employees do not have an individual right to privacy in their calls or emails when using Academy communication systems or equipment.

**Business Use**
Employees must use all communication systems and equipment in an efficient and proper manner that promotes the Academy of Art University in its purpose. Improper use of Academy communications services and equipment will result in disciplinary action, up to and including termination. Improper use includes but is not limited to use of Academy communication systems and equipment for non-work related purposes as well as any harassing, offensive, demeaning, insulting, defaming, intimidating sexually suggestive, or otherwise inappropriate recorded or transmitted communications. All violations by Academy of Art University employees should be immediately reported to a Supervisor, Manager and/or the Human Resources Department.

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**5040 CONFIDENTIALITY**

Employees are responsible for following Academy of Art University policies when discussing or handling confidential, proprietary or trade secret Academy business and information. The Academy's confidential, proprietary, or trade secret business affairs
should not be discussed with anyone outside the organization except as required in the normal course of business. Do not selectively disclose (whether in one-on-one or small discussions, meetings, presentations, proposals or otherwise) any confidential, proprietary or trade secret material, nonpublic information with respect to Academy of Art University, its securities, business operations, plans, financial condition, results of operations or any development plan. In addition, business information, business files and documents, records, plans, student lists, investigation information, and other confidential, proprietary, or trade secret material relating to the Academy of Art University, its students, vendors and customers is considered confidential.

All questions and requests for confidential information, including reference requests, should be referred to Human Resources. Inappropriate release of confidential information, either internally or externally may result in corrective action, up to and including termination of employment.

Nothing in this policy is intended to restrict employees from engaging in any conduct that is protected by federal, state or local laws, including but not limited to the National Labor Relations Act.

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**5050 CONFLICTS OF INTEREST**

Prohibited conflicts of interest include but are not limited to:

- Accepting gifts, cash, discounts, and entertainment from business contacts that could be interpreted as given to influence an employee's actions. Employees may accept nominal gifts (those under $50) such as pens, calendars, holiday gifts, and meals;

- Engaging in outside work that interferes with job performance at the Academy. Specifically, employees must devote their full teaching and/or business time, energy and ability exclusively to the business and interests of the Academy and shall not, without the Academy’s prior written consent, render to others services of any kind for compensation, or engage in any other teaching/business activity that would materially interfere with the performance of their Academy duties. In addition, while employed at the Academy, an employee shall not, directly or indirectly, whether as partner, employee, creditor, shareholder, or otherwise, promote, participate, or engage in any activity or other business that would or could potentially conflict with the employee’s employment obligations to the Academy;

- Receiving improper personal benefits (directly or indirectly) because of actions taken on the job;
• Improperly using Academy facilities, equipment, supplies, or the Academy of Art University name;

• Developing a relationship with a customer or other business contact, which jeopardizes an employee's independent judgment; and

• Processing transactions involving personal business, family, friends, and associates. Such transactions should be referred to Management.

Employees are responsible for promptly disclosing any personal interest that potentially conflicts with Academy of Art University interests. Employees who violate Academy conflict of interest policies will be subject to corrective action up to and including termination. Employees should contact their Manager or Human Resources if they have questions or if, in their capacity as an Academy employee, they receive a gift exceeding $50 in value. Nothing in this section is intended to restrict rights protected by Section 7 of the National Labor Relations Act.

5060 DRUG & ALCOHOL-FREE WORKPLACE

This Drug and Alcohol-Free Workplace Policy is to notify all employees that pursuant to the Federal Drug-Free Workplace Act of 1988 (Public Law 101-690) and California Drug-Free Workplace Act of 1990, Academy of Art University prohibits the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace, on school property, or as part of any school activity. Academy of Art University similarly prohibits the unlawful use, possession, and distribution of alcohol in the workplace, on school property, or as part of any school activity, as well as any other unlawful conduct involving alcohol.

For the purpose of this statement, the site for performance of work done in connection with grants, and thus the drug & alcohol-free workplace, consists of all locations where Academy of Art University does business. This includes, but is not limited to all lecture classrooms, computer labs, editing/video labs, software labs, parking lots, athletic facilities, all administrative offices, corridors, storage rooms, and any space to be added in the future.

Dangers and Health Risks
The abuse of narcotics, depressants, stimulants, hallucinogens, or alcohol can cause serious detriment to a person’s health. The health risks associated with the misuse of the previously mentioned drugs vary but include, and are not limited to: convulsions, coma, paralysis, irreversible brain damage, tremors, fatigue, paranoia, insomnia, and possible death. Drug and alcohol abuse is extremely harmful to a person’s health, interferes with
productivity and alertness, and working while under the influence of drugs or alcohol could be a danger to the employee, faculty, or student under the influence and fellow workers, faculty, and students. A list of drug and alcohol treatment facilities and hotlines that are available to assist employees in the treatment of an alcohol or drug related problem are available in the Human Resources office or by contacting the Employee Assistance Program (EAP). Please contact the Human Resources benefits office for information on accessing the EAP.

**Drug & Alcohol Prohibitions**
The Academy has a strong commitment to maintaining a drug & alcohol-free, healthy, and safe workplace. Consequently the following are examples of acts, which are strictly prohibited while on Academy property or work sites, while conducting Academy business off-site, or while operating any vehicle while on Academy business. These activities are serious violations of Academy policy and will subject employees to corrective action up to and including termination of employment.

- The use, possession, purchase, sale, or distribution of any illegal drug, alcohol, or non-prescribed controlled substance;
- Being under the influence of alcohol, illegal drugs, or controlled substances which impair judgment, job performance, or behavior or which threaten employee safety;
- The use, possession, purchase, sale, or distribution of any legal prescription or over-the-counter drug in a manner inconsistent with the law or being under the influence of such drugs if behavior, performance, or safety are impaired;
- Driving a vehicle on Academy business while under the influence of alcohol or an illegal drug, intoxicant, or controlled substance;
- Testing positive on a required or requested drug or alcohol test or screen; and
- Refusing either to take or to release information regarding a required or requested drug or alcohol test or screen.

Off-the-job use, possession, sale, purchase, manufacture and distribution of alcohol, illegal drugs, or controlled substances may also subject an employee to corrective action if such actions impact job performance, workplace safety, or Academy interests.

**Reasonable Suspicion Testing**
Academy of Art University requires employees covered by the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, and those in a safety-sensitive position to submit to a drug and alcohol test during pre-employment and when a member of Management or the Human Resources department has reasonable suspicion that the employee is under the influence of drugs and/or alcohol. Academy of Art University will comply with all applicable state laws pertaining to drug testing based on the jurisdiction in which you are employed.
Alcohol Consumption at University Events
Alcohol may be served at select University events. At these events employees are expected to consume responsibly and to not drink and drive. Academy of Art University and/or vendors will not knowingly sell alcohol to an individual under the legal drinking age. Furthermore, individuals under the legal drinking age are prohibited from consuming alcohol. In an effort to control alcohol consumption at University events, individuals appearing intoxicated may be asked to stop drinking and requested not to drive home.

Employees are expected to comply with Academy policies and procedures. Violations of policy and procedure may result in appropriate disciplinary action up to and including termination of employment.

Corrective Action
The following disciplinary and rehabilitation guidelines have been established for first-time violators of the Drug & Alcohol-Free Workplace Policy.
1. Employees who violate this policy may be subject to disciplinary action up to and including termination of employment and referral for prosecution and/or;
2. Employees who violate this policy may be required to participate satisfactorily in a drug and/or alcohol abuse assistance or rehabilitation program approved for such purpose by a federal, state of local health, law enforcement, or other appropriate agency. Refusal to enroll in and complete such rehabilitation program shall be grounds for termination of employment.

Drug Conviction Notification Requirements
In connection with the Academy’s drug-free workplace compliance efforts, please note the following requirements.

- Employees must, as a condition of employment, report any conviction under a criminal drug statute for violations occurring on Academy premises or while conducting Academy business. A report of a conviction must be made to Human Resources within five days of the conviction.
- Academy of Art University will then notify the government contracting office of the reported violation within 10 days after receiving notice from the employee.
- Within 30 days after receiving notice of an employee conviction, Academy of Art University will impose corrective action as outlined above on the employee convicted of drug abuse violations in the workplace.

Drug Rehabilitation
Academy of Art University will make a good-faith effort to reasonably accommodate an employee with a chemical dependency (alcohol or drugs), if they voluntarily wish to seek treatment and/or rehabilitation, provided the reasonable accommodation does not impose undue hardship on the Academy of Art University and/or a direct threat to the health and/or safety of the individual or others.
Employees desiring assistance must request an unpaid treatment or rehabilitation leave of absence by contacting the Human Resources department and completing the required leave of absence paperwork. The employee shall be required to utilize whatever accrued unused vacation, sick and/or medical leave benefits necessary to participate in the program. The provisions of the Leave of Absence policy 7040 may apply. Academy of Art University will take reasonable measures to safeguard the privacy of the employee concerning enrollment in an alcohol or drug rehabilitation program.

If an employee enters into a state approved rehabilitation program, whether voluntarily or involuntarily due to corrective action, the employee shall sign an agreement with the Academy of Art University which will include the following:

1. Enroll in and complete the Academy approved rehabilitation program at the employee’s expense.
2. Execute the appropriate release of medical information forms to the Academy in order to monitor the compliance with the rehabilitation program.
3. Ensure the treatment facility provides the Academy with the necessary documentation to establish compliance.
4. Abstention from any illegal drug and/or alcohol misconduct.
5. Acknowledge that any future violation of Academy drug and alcohol prohibitions shall result in immediate termination of employment.
6. Failure to comply with any provision of the agreement shall result in immediate termination of employment.

The Academy’s support for treatment and rehabilitation does not obligate the Academy to employ any person who violates the Academy’s drug and alcohol-free workplace policy or whose job performance is impaired because of substance abuse. The Academy is also not obligated to re-employ any person who has participated in treatment or rehabilitation if that person’s job performance remains impaired as a result of dependency. Employees who are given the opportunity to seek treatment and/or rehabilitation and are involved in any further violations of this policy will not be given a second opportunity to retain employment while seeking treatment or rehabilitation.

Reinstatement

Upon successful completion of an approved rehabilitation program, the Academy will comply with all federal and state reinstatement rights.

Resources for Assistance

Academy of Art University encourages employees to seek assistance for drug and alcohol problems. The Academy also maintains an Employee Assistance Program (EAP) to help employees and their dependents with alcohol and/or drug related problems. Please contact the Human Resources benefits office for information on accessing the EAP. Additionally,
the internet and Yellow Pages of the telephone directories contain information about practitioners specializing in the treatment of alcohol and drug problems.

- Harm Reduction Therapy Center 415.863.4282
- National Treatment Referrals 888-762-3750
- National Institute on Drug Abuse 888.644.6432
- Alcohol Abuse 800.356.9996
- Alcoholics Anonymous World Services 212.870.3400
- National Institute of Alcohol Abuse and Alcoholism 415.292.3241
- Rapid Detox 800.996.3784
- Treatment Access Services 800.750.2727
- Alcoholics Anonymous (AA) 415.674.1821
- ACOA (Adult Children of Alcoholics) 415.442.7998
- AL-NON (Family & Friends of Alcoholics) 415.626.5633

The Academy will make ongoing good-faith efforts to maintain a drug & alcohol-free workplace. Our failure to comply with the provisions of the drug-free workplace statues may subject the Academy to loss of payments under a government contract, loss of grants, termination of contracts and debarment as a contractor. Any questions regarding our drug-free workplace compliance efforts should be directed to the Human Resources Department.

5070 EMPLOYEE CONDUCT AND WORK RULES

Academy of Art University is committed to maintaining high standards of integrity in all of its activities. We expect the University’s personnel to be dedicated to the following principles:

- **Quality** in our classrooms, offices, and services
- **Respect** for our students while showing willingness to solicit their opinions and value their feedback
- **Responsibility** for our words and actions
- **Fairness** to our fellow employees, faculty and students through adherence to all applicable laws, regulations and policies, and a high standard for behavior
- **Honesty** in communication
- **Compassion** in our relationships with our employees and the communities affected by our University

In addition, rules and standards regarding employee behavior are necessary for the efficient operation of the Academy and for the benefit and safety of all employees. All employees are expected to meet established performance and conduct requirements. While it would be impossible to compile complete lists of expected behavior and/or
unacceptable conduct subject to corrective action, the following guidelines provide a general outline of expectations. Nothing in this policy is intended to restrict employees from engaging in any conduct that is protected by federal, state or local laws, including but not limited to the National Labor Relations Act.

**Performance**
Employees are expected to perform their jobs efficiently, effectively, and in accordance with established procedures. Examples of unacceptable performance include:

- Failure to meet quality or other performance standards and deadlines;
- Refusal to work overtime or failing to accept work assignments or working overtime without prior authorization;
- Failing to follow a Manager’s directions regarding job duties;
- Unprofessional conduct or rudeness to customers, clients, vendors, or students while conducting Academy business;
- Failure to follow operating procedures;
- Violation of safety rules;
- Signing contracts on behalf of the Academy; Only the President and the Executive Vice President of Finance are authorized to do so.

**Attendance**
Employees are expected to arrive to work as scheduled and to return from breaks promptly. Examples of attendance misconduct include:

- Excessive unexcused or legally unprotected tardiness or absences;
- Failure to report to work without proper notification; and
- Leaving work early or leaving Academy premises without permission.

**Honesty and Ethics**
Employees are expected to demonstrate honesty and conduct themselves in an ethical manner in the conduct of all business activities, including observance of the spirit as well as the letter of the law. Additionally, employees are responsible for reporting any illegal or unethical actions of employees and non-employees to Management. Examples of unacceptable actions include:

- Willful or negligent damage, theft, or misuse of property;
- Falsification of Academy records or documents (including time records, absence reports, expense accounts, and other business records);
- Failure to report injury or unsafe conditions or to cooperate/provide accurate information during an Academy investigation;
- Disclosing confidential business information without authorization;
- Use of Academy time or equipment for unauthorized or personal purposes; and
- Unauthorized transactions.
Behavior
Employees are expected to conduct themselves in compliance with Academy policy and the law. Examples of unacceptable employee behavior include:

- Violation of any Academy policy or procedure;
- Working under the influence of illegal drugs and/or alcohol;
- Sleeping or the appearance of sleeping on the job;
- Possession, use, or sale of alcohol or illegal drugs at work;
- Using offensive, foul, or abusive language;
- Possession of guns, explosives, or other weapons on Academy property as required by applicable state law;
- Physically fighting with or threatening employees or non-employees;
- Harassment or discrimination of any kind (including sexual harassment);
- Illegal off-duty conduct which adversely affects the Academy’s legitimate business interests or an employee’s ability to perform his/her job; and
- Any intentional or negligent act which endangers the safety, health, or well-being of another person.

The expected conduct and work rules outlined above are merely examples of the types of behavior that may subject an employee to corrective action. As an at-will employer, the Academy maintains complete discretion over corrective action and termination policies and practices. Employment with the Academy can be terminated at any time, with or without notice, and with or without cause.

5071 EMPLOYEE INVENTIONS

Some employees may develop or invent new products, software, processes or other intellectual property during employment or arising out of the employment relationship. As a condition of employment, the Academy retains exclusive ownership of such inventions, improvements, software, and other work created during employment or which arises out of our business.

Employees must promptly inform their managers of each invention, software development, improvement, discovery, related documentation or other work creation. They are also obligated to assist the Academy in obtaining patent, copyright or other legal protection under the terms and conditions of all federal and applicable state laws. However, such inventions remain Academy property whether or not they are otherwise legally protected.
For California employees, the Academy and the Employee acknowledge that this policy does not require assignment of any Invention which qualifies fully for protection under Section 2870 of the California Labor Code (hereinafter “Section 2870”), which provides as follows:

(a) Any provision in an employment agreement/policy which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer’s equipment, supplies, facilities, or trade secret information except for those inventions that either:

   (1) Relate at the time of conception or reduction to practice of the invention to the employer’s business, or actual or demonstrably anticipated research or development of the employer; or
   
   (2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in this policy purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

5080 PERSONAL PROPERTY, ACADEMY PROPERTY AND INSPECTIONS

Protecting Personal Property
Employees will be assisted in protecting their personal property while at work; however, the Academy does not assume responsibility for theft, damage, or disappearance of such property. Consequently, employees should not keep valuable property or large amounts of cash at work. All employees are responsible for assisting with the security of work areas and any related investigations. Good judgment should also be used when displaying personal items. Employees should ensure that such items are professional and do not hamper Academy of Art University functions.

Academy Property
Employees are not authorized to use any Academy property for personal purposes. This includes, but is not limited to, equipment that is acquired for Academy students, office supplies, company provided uniforms, company vehicles, gas cards, etc. This restriction bars employees from using Academy equipment, supplies and other resources for non-work related purposes both at work and outside of work.

Upon termination of employment with Academy of Art University, employees will return all property, including but not limited to any Academy documents and files, belonging to the Academy in the same operating order, repair, condition, and appearance as when received, less normal depreciation and wear and tear. Employees must return all Academy issued
property to his/her manager or the Human Resources department no later than five (5) business days from the date of employment separation. Employees will be held responsible for the cost of damaged Academy property beyond normal wear and tear and the cost of replacing any lost or stolen items.

**Searches and Inspections**
To ensure workplace security and safety, and compliance with all Academy policies, all Academy facilities, Academy property (including desks, work stations, lockers, files, etc.), and employee’s personal property on Academy premises are subject to inspection without notice and upon request.

In addition, in order to ensure the safety and security of employees and customers, and to protect the Academy’s legitimate business interests, the Academy reserves the right to question and inspect or search any employee or other individual entering onto or leaving the Academy premises. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, et cetera. These items are subject to inspection and search at any time, with or without prior notice. The Academy also may require employees while on the job or on the Academy’s premises to agree to reasonable inspection of their personal property and/or persons. The individual may be requested to self-inspect his or her personal property or person by displaying the contents of any packages and/or turning out his or her pockets, et cetera, in the presence of a representative of the Academy, typically a management employee of the same gender. The Academy will not tolerate any employee’s refusal to submit to a search.

**Academy Mail & Receiving Services**
Academy of Art University’s mail and receiving services are for Academy-related business only, and not for personal use. Employees are not permitted to have personal mail and/or packages delivered to an Academy building address. Furthermore, personal mail and/or packages may not be shipped using Academy’s mail services.

All mail and packages sent and received through Academy’s mail and receiving services are subject to inspection. If any personal mail is found, it will immediately be refused and returned to the sender. An employee violating this policy may be subject to disciplinary action up to and including termination of employment.

Departments receiving packages that are donations or samples for Academy use should send an email to Receiving@academyart.edu before the package is due to arrive with the following information: vendor name, recipient name, tracking number if available, estimated date of arrival, description of items in the package, and department and employee the package should be delivered to. This will help Receiving efficiently process donation/sample packages and send them to the correct department.
The Academy's goal is to provide unequaled customer and business service. Employees are expected to be professional, polite and patient while performing their job duties. Employees must exhibit customer friendly service skills, be knowledgeable, and demonstrate optimal effort to meet needs and solve problems. Non-work related activities such as personal phone calls, text messages, use of portable electronic devices, and other non-work related tasks that could impact the quality of customer service are unacceptable and may result in disciplinary action up to and including termination of employment.

Public relations concerns must be reported to Managers who may assist and provide suggestions for resolving problems. All official calls from outside the University from state, government, or federal agencies such as the EEOC (Equal Employment Opportunity Commission), EDD (Employment Development Department), DFEH (Department of Fair Employment & Housing), or any other state or federal agencies seeking official information should be directed to the Vice President of Human Resources as required by law.

Academy of Art University is a high-profile company in our community and from time to time, employees may be approached by reporters and other members of the media. To ensure that we speak with one voice and provide accurate information about the University, employees should contact the Human Resources Department prior to responding to inquiries.

Academy of Art University always welcomes employee input or suggestions regarding customer service, public relations, and overall quality improvement. Nothing in this policy is intended to restrict employees from engaging in any conduct that is protected by federal, state or local laws, including but not limited to the National Labor Relations Act.

The health and safety of employees and others on Academy property are of critical concern to the Academy. We strive to attain the highest possible level of safety in all activities and operations. The Academy also intends to comply with all health and safety laws applicable to our business.

To this end, safety is the responsibility of each employee. Observance of safety rules and use of safety devices are conditions of continued employment. Such safety rules include, but are not limited to:
Reporting to a Manager or Human Resources:
- Any work-related injuries and illnesses, no matter how minor;
- Unsafe, hazardous, or unhealthy conditions or practices (reports may be made anonymously if necessary);
- All suspicious persons, potentially violent situations, or persons possessing guns or other weapons;
- Using only tools and equipment which the employee is fully qualified and authorized to use and using all safety equipment, prescribed adaptive devices, and procedures;
- Providing safety suggestions;
- Restricting and monitoring visitor access to Academy facilities; and
- Observing the Academy ban on possession of deadly weapons on Academy premises.

The Academy may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. Employees in positions that involve handling and disposal of hazardous substances and waste must adhere to established rules and guidelines as strict compliance will be expected. Contact your supervisor for copies of current rules and guidelines. Failure to strictly comply with rules and guidelines regarding health and safety or negligent work performance which endangers health and safety will not be tolerated. Employees who violate Academy safety policies may also be subject to corrective action up to and including termination.

The Academy has a written Injury and Illness Prevention Program. If you wish to receive a copy please contact Human Resources. Building Floor Wardens are also designated to further assist you with information on workplace safety procedures. If you are interested in learning more about the Academy’s ergonomic program, would like to schedule an ergonomic assessment, or have any concerns or need for additional safety information, please contact Human Resources.

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**5110 SMOKING**

We are committed to providing a work environment that supports employee health and safety and Academy productivity. For the protection of all employees and to ensure compliance with federal and state law, smoking is not allowed in Academy buildings including any work areas, break rooms, and hallways. Employees who do smoke should do so outside in authorized areas at least 20 feet from the building during approved breaks and lunch periods. Employees who use their rest breaks to smoke should ensure that smoking areas remain clean and that scheduled break times are not exceeded. Visitors should also be asked to smoke outside.
If you work in a jurisdiction that provides greater protection for employees with respect to locations where smoking is permitted, the Academy will comply with such laws.

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5120 SOLICITATION AND DISTRIBUTION ACTIVITIES

In order to minimize work interruptions and to maintain productive business operations, solicitation and distribution activities (such as soliciting contributions, distributing information or literature, gathering petitions, and soliciting memberships and dues) are restricted during employees’ working time. All employees are expected to comply strictly with these Academy rules.

- No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.
- No employee shall distribute or circulate any written or printed material during his or her working time or during the working time of the employee or employees at whom such activity is directed or in work areas at any time.
- Under no circumstances will individuals who are not affiliated with Academy of Art University be permitted to solicit or to distribute written material for any purpose on Academy property.
- Off-duty employees are not permitted in work areas.

As used in this policy, “working time” includes all time for which an employee is paid and/or is scheduled to be performing services for the Academy; it does not include break periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for the Academy.

The Academy is very supportive of employee involvement in volunteer work and charitable causes. We are proud to have so many employees involved in the community and these worthy causes. However, the Academy does not contribute to or sponsor individual solicitations from employees or students. This prevents the inherent difficulty of choosing between many individual requests for contributions. Instead, the Academy is most effective providing focused contributions directly to the organizations it supports.

At Management’s discretion and as required by law, limited exceptions to this policy during non-working time may be allowed such as charity fund raising drives, employee gift solicitations, and business-related sales and service presentations. All posted or distributed information requires the prior authorization of Human Resources. Nothing in this policy is intended to restrict employees from engaging in any conduct that is protected by federal, state or local laws, including but not limited to the National Labor Relations Act.
WORKPLACE VIOLENCE

Statement of Policy
The Academy recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. Therefore, the Academy has adopted this policy regarding workplace violence.

The safety and security of Academy employees is of vital importance. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect the Academy, or which occur on Academy property, will not be tolerated. Under no circumstances should any employee bring any sort of weapon to work.

This prohibition against threats and acts of violence applies to all persons involved in the operation of the Academy, including, but not limited to, Academy personnel, contract and temporary workers and anyone else on Academy property. Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

Definitions
Workplace violence is any intentional conduct which is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several Academy employees.

Examples of workplace violence include, but are not limited to, the following:
- Threats or acts of violence occurring on Academy premises, regardless of the relationship between the Academy and the parties involved in the incident.
- Threats or acts of violence occurring off Academy premises involving someone who is acting in the capacity of a representative of the Academy.
- Threats or acts of violence occurring off Academy premises involving an employee of the Academy if the threats or acts affect the business interests of the Academy.
- Threats or acts of violence occurring off Academy premises of which an employee of the Academy is a victim if the Academy determines that the incident may lead to an incident of violence on Academy premises.
- Threats or acts resulting in the conviction of an employee or agent of the Academy, or of an individual performing services for the Academy on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate business interests of the Academy.

Specific examples of conduct which may be considered threats or acts of violence under this policy include, but are not limited to the following:
威胁性的身体或具有攻击性的接触行为，针对另一名个体
威胁性行为，针对另一名个体或其家庭、朋友、同事或财产
故意破坏或威胁破坏学院的财产或其他财产
骚扰或威胁性电话、信件或电子邮件
监视
跟踪
含蓄的对身体伤害或类似胁迫的威胁
传达对不适当使用武器的不适当使用消防或武器的任何行为
拥有武器在学院的财产上违反适用的州法律
家庭暴力，当施暴者的行动包括在学院内进行

**Enforcement**

学院的员工认为威胁或暴力行为已经对他人或他人作出威胁或暴力行为的，应尽快将事件的细节报告给他们的主管和/或人力资源部门。所有暴力事件和威胁暴力事件的报告都将被调查。

任何以违背本政策的真实或涉嫌违规行为进行报复的人将不会受到容忍，此类行为的实施者将受到纪律处分，甚至可能被解雇。任何关于报复的投诉应以与本政策的违规行为要报告的方式报告。

任何以威胁或暴力行为在学院的财产上，可能在安全允许的范围内被移开，并可能由学院酌情决定，在调查结果出来之前要求保持脱离学院的财产。

当威胁被提出或暴力行为被实施时，学院将根据其判断采取适当的行动，包括纪律处分。

一旦威胁已被证实，学院的政策是让威胁者注意到他们将对其行为负责，并采取果断和适当的方法予以回应。

在本政策下，可能需要做出决定，以防止威胁被实施，暴力行为的发生或威胁性行为的发展。不应从学院的任何现有政策或程序中解读不允许发生上述行为。
Important Note: the Academy will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by the Academy. In making this determination, the Academy may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at the Academy.

5140 EATING AT INDIVIDUAL WORKSTATIONS

All non-exempt employees must spend their lunch and break periods away from their workstation. Eating in the office at individual workstations is also prohibited for employees working in a customer service department. This supports our high standard of customer service and a professional and considerate work environment.

For those employees who do not work in a customer service department, eating and/or drinking at individual workstations is discouraged and should only be conducted with much discretion. Please adhere to the following:

- Eating and drinking should not occur near important documents or office equipment
- Eating may not occur in any Reception/Front Desk area
- Immediate clean-up and proper disposal of food and containers in the kitchen and break room trash cans is expected from all employees
- Be mindful of the choice of food and one’s proximity to co-workers, clients, and students

Enforcement of this standard is the responsibility of each department supervisor. Please contact your supervisor and/or the Human Resources department for further clarification.

5150 DRIVING FOR ACADEMY BUSINESS

Academy of Art University has set the following policy and guidelines for employees who seek or hold positions that involve driving responsibilities for Academy business. The Academy is committed to making certain that employees who have driving responsibilities do not place the Academy, employees, students, or members of the general public at risk.

Employees who are required to drive an Academy vehicle for business purposes must possess a valid California driver’s license (or applicable state driver’s license) and be
insurable by the Academy’s insurance carrier. In addition, some positions may require special driving certification(s).

Maintenance of a safe driving record for employees with driving responsibilities is a requirement and condition of continued employment. Employees are required to exhibit safe driving habits and practices while using any vehicle for Academy business. In order to verify an employee’s driving status, the Academy requires employees and job applicants to furnish their driving record from the Department of Motor Vehicles (DMV) or sign any necessary authorizations to request records directly from the DMV.

An employee may not drive an Academy vehicle without prior approval from the Human Resources Department and Management. While driving for Academy business, employees are expected to observe applicable state and federal motor vehicle laws. Employees are responsible for payment of any fines incurred while operating a vehicle for Academy business, including parking tickets and moving traffic violations. Employees must immediately notify his/her supervisor and Human Resources of incurred fines and/or tickets. Employees are required to inform their supervisor and the Human Resources Department within 24 hours if there are any changes in the status of their driving privileges.

**Accident Reporting**

In the event that an employee is involved in a motor vehicle accident while driving an Academy vehicle, the employee must adhere to the following procedure:

- Obey all laws and put safety first
- Call the police
- Call an ambulance (9-1-1) if there are injured passengers
- Call and report the accident to the Academy Communication Center: 415-618-3896
- Call your supervisor after contacting the police and/or ambulance and the Academy Communication Center
- Record the following information: name, address, and phone number of those involved in the accident, all injured persons and witnesses; vehicle license, make & model, insurance carrier & policy number of other driver(s); description of all damage to vehicles involved; pictures of the location of vehicles and all damages when possible
- Submit a detailed report of the accident (use the Accident Report form found in the Academy vehicle) to your supervisor, the Academy Transportation Department, and Human Resources within 24 hours

In addition to reporting vehicle accidents, employees must report to his/her supervisor, the Academy Transportation Department and Human Resources, all vehicle incidents and damage in writing within 24 hours.
Failure to Maintain a Driver’s License, Certification, and/or Insurance
An employee whose job classification or position requires the possession and maintenance of a driver's license, vehicle insurance and/or any required special driving certification in order to perform the essential functions of the job and who subsequently has his/her license, certification or insurance revoked, rescinded, suspended or the renewal denied, may be terminated from employment for failure to maintain the necessary qualifications required for that position.

Use of Cellular Telephone/PDA and other Related Devices
Employees may not use a cellular telephone to place or receive telephone calls or to review, prepare or send text messages while driving either a personal vehicle or an Academy vehicle for Academy business purposes. If an employee needs to use such a device while driving, the employee should pull over to the side of the road. Failure to follow this policy may result in disciplinary action. Employees are responsible for any moving violations and fines associated with the use of any such devices while driving.

Additional driving regulations and policies will apply to those employee's in the Academy Transportation Department. Failure to adhere to Academy driving policies may result in disciplinary action up to and including termination of employment.

5160 PERSONAL AND PROFESSIONAL RELATIONSHIPS

Academy of Art University demands the highest standards of our students, faculty, and staff. The University recognizes the importance of preserving the integrity of professional relationships between staff/faculty and students and between members of staff and faculty.

We require all members of the university community to use good judgment and to uphold professional ethics and university policies in the office and classroom. This specifically requires that all employees exercise care and sensitivity not to compromise themselves or be compromised by sexual relationships, romantic entanglements, or situations with others at the Academy where favoritism, harassment or any improper conduct might be perceived.

For the purposes of this policy, a personal relationship means a sexual or other intimate relationship, or a close family relationship.

This policy applies to:
- Personal relationships between a member of staff or faculty and a student or potential student with whom they also have a professional relationship (i.e. where the member of staff or faculty is involved in the student's admission, assessment, supervision, teaching and/or other care).
- Personal relationships between members of staff or faculty, or between a member of staff/faculty and a person applying to be a member of staff/faculty, where there is also a line management, supervisory or other professional relationship whose integrity could be compromised, or be perceived to be compromised, by the existence of the personal relationship.

**Personal relationships between staff/faculty and students**

Staff and faculty are strongly advised not to enter into a sexual or other intimate relationship with a student. Such a relationship could compromise, or be perceived to compromise, the relationship of trust and confidence which strengthens the learning experience.

Where a personal relationship does exist between a member of staff or faculty and a student, the member of staff or faculty is responsible for informing their direct supervisor and the Vice President of Human Resources immediately. The Human Resources department will evaluate the scope of the relationship and if necessary ensure that appropriate alternative arrangements are made with respect to the student's admission, assessment, supervision, teaching and/or other care. If it is found that a conflict of interest or inappropriate conduct exists, Academy of Art University will take appropriate action steps, up to and including termination of employment, in the best interest of the student's learning experience. Failure to disclose the existence of such a relationship will result in disciplinary action against the member of staff or faculty concerned.

**Personal relationships between members of staff/faculty**

Where a personal relationship exists between members of staff or faculty who also have a line management, supervisory or other professional relationship whose integrity could be compromised, or be perceived to be compromised, by the personal relationship, the existence of that personal relationship must be disclosed to the Vice President of Human Resources immediately.

The Human Resources department will evaluate the scope of the relationship and if necessary ensure that appropriate alternative arrangements are made with respect to recruitment, selection, appraisal, promotion or other processes whereby unfair advantage may be gained, or be perceived to be gained, over another member of staff or faculty. If it is found that a conflict of interest or inappropriate conduct exists, Academy of Art University will take appropriate action steps, up to and including termination of employment. Failure to disclose the existence of such a relationship may result in disciplinary action.
6010 COBRA – INSURANCE CONTINUATION

In some instances, employees and their dependents who lose or become ineligible for their group health insurance plans may pay for a temporary extension of coverage through COBRA. COBRA coverage is not automatic. Employees will receive a COBRA packet and must respond by completing and submitting all required paperwork within the required time limits. The following are examples of qualifying events and beneficiaries under COBRA:

- Coverage may continue for up to eighteen (18) months or more (based on applicable law) upon an employee's retirement, termination (voluntary or involuntary), reduction of hours, layoff, or leave of absence. However, employees fired for gross misconduct are not eligible for coverage.
- Coverage for dependents may continue for up to thirty-six (36) months or more (based on applicable law) due to divorce/legal separation, ineligibility of a dependent child, a covered employee/retiree becoming entitled to Medicare, or because of the death of the covered employee/retiree.

COBRA is a complicated and technical law, which may be subject to change. Therefore, contact the Human Resources Benefits Office for additional information and assistance.

6020 INSURANCE AND RETIREMENT BENEFITS

Eligible employees are offered various insurance and retirement benefits. Information summarizing these benefits is provided to participating employees periodically and as required by law. The benefit programs are described in detail in official documents located in the Human Resources Office or Academy intranet. These documents are controlling and should be reviewed when specific questions arise. Benefit plans involving current, past, or retired employees may be changed or eliminated at any time at the Academy’s sole discretion and in accordance with applicable law.

Benefits Offered
Eligible employees are provided a wide range of benefits in addition to those required by law (such as Social Security, Workers Compensation, and Unemployment Insurance). Eligibility depends upon a number of factors including employee classification (such as full-time or part-
time) and length of employment. Plans may require employee contributions and waiting periods. For detailed information, please contact the Human Resources department.

**Eligible Dependents**

An eligible dependent is defined as the following:

- Your legal spouse (including a same sex spouse if married in a state where same sex marriages are legal)
- Your children (natural, step, legally adopted or children for whom you, your spouse or domestic partner have been appointed legal guardians by a court of law); Children must meet certain criteria:
  - under age 26
  - 26 years or older if incapable of self-support due to a physical or mental condition
- Your Domestic Partner or your Domestic Partner’s children (see below for additional information)

**Domestic Partner Coverage**

A domestic partner is someone of the same or opposite sex with whom an employee shares a committed and mutually exclusive relationship (as evidenced by a shared residence and record of financial interdependence).

**Domestic Partner Eligibility**

For your Partner to be eligible as a dependent in the Academy of Art University Welfare Benefit Plan, you and your Partner must meet the following criteria:

- Be at least 18 years of age;
- Must have lived together for a minimum of 6 months;
- Be in an exclusive, mutually committed relationship similar to that of marriage;
- Be financially responsible for each other’s well-being;
- The partnership must be registered with the appropriate City, Country or State Agency if available where you reside;
- Not be married to anyone else, legally separated from anyone else or have another domestic partner (any such past relationship must have been dissolved for at least 6 months);
- Not be related by blood to any degree that would bar marriage in the state in which you reside;
- Not be in a relationship solely for the purpose of obtaining coverage.

**Domestic Partner’s Child/Children Eligibility**

For a Domestic Partner’s child/children to be eligible as a dependent in the Academy of Art University’s Welfare Benefit Plan, the child must meet the following criteria:
The child is primarily dependent upon you, the employee, for support, and a parent-child relationship exists between you and the child based on the following:

- The child must be under the age of 26 years.
- You or your Domestic Partner must have a court-appointed legal relationship with the child (for example, guardianship, adoption), or your Domestic Partner must be the biological parent of the child.

Adding a Domestic Partner and/or Partner’s Child(ren) to your Insurance
A Domestic Partner and/or Domestic Partner’s Child(ren) may be added to Academy of Art University’s Welfare Benefit Plan when and if they meet the criteria above, along with any required enrollment/change forms, under the following conditions:

- At the time of hire
- Within 30 days from a qualified status change
- During annual open enrollment

Benefits
If your Domestic Partner and/or the Domestic Partner’s child(ren) meet the definition of an eligible dependent, you can enroll them in the following Academy of Art University Welfare Benefit Plans:

- Medical
- Dental
- Vision
- Voluntary Dependent Life/AD&D

They are also eligible for the Employee Assistance Program (EAP). A Domestic Partner and/or the Domestic Partner’s child(ren) can NOT be included under the Section 125 Health Care Spending Account and/or Dependent Care Account as these accounts are regulated by the federal government and subject to the IRS definition of eligible dependents. Note: If the Domestic Partner and/or Domestic Partner’s child(ren) do meet the IRS definition of a tax dependent, they can be included under the Section 125 Health Care Spending Account and/or Dependent Care Account. For example, if you have legally adopted the child(ren) of your Domestic Partner, that child(ren) can be included.

If you are a California, Nevada or Washington resident, and you have registered your partnership with the state, the IRS considers your partner’s child(ren) to be your stepchild(ren). That makes your partner’s child(ren) your tax dependent(s), whose expenses can be reimbursed under the Health Care Spending Account and/or the Dependent Care Spending Account. The IRS does not recognize registration with a City or County in the same manner as registration with your state residence.
Imputed Income
If you elect to cover a qualified Domestic Partner and/or a Domestic Partner’s child(ren), the value of the coverage provided to the Domestic Partner and/or a Domestic Partner’s child(ren) will be considered imputed income; the total dollar value of the premium (paid for by Academy of Art University and by you) will be considered taxable income and will be included on your annual W-2 each year. Certain states do not tax certain registered Domestic Partner benefits. If you registered your partnership with your state of residence, please notify the Human Resources so that the appropriate state tax treatment is applied to your registered domestic partner coverage.

No state or federal imputed income will be charged on the value of the coverage for your partner’s child(ren), if you are a resident of California, Nevada or Washington, and have registered your partnership with your state of residence.

If an employee initially enrolls a Domestic Partner and the employee and their Domestic Partner later legally marry, the employee must submit a Change in Family Status through the Human Resources Department within 30 days of the marriage. Once Academy of Art University has been notified of this change, imputed income will no longer apply and the total dollar value of the premium (paid for by Academy of Art University and by employee) will no longer be considered taxable income for either the spouse or the spouse’s children, if applicable.

Termination of Relationship
When an employee and a Domestic Partner terminate a relationship or the relationship no longer meets the criteria of a Domestic Partnership, the employee must submit a Change in Family Status through the Human Resources Department within 30 days of ending the relationship. If the employee fails to submit a Change in Family Status within 30 days, Academy of Art University will continue to deduct taxes on the imputed income until the change has been made. When Human Resources is notified of change, Domestic Partner and/or Domestic Partner’s child(ren) will be removed from Academy of Art University’s Health, Dental and Vision benefits coverage on the end of the month following the date on which the Domestic Partner and/or the Domestic Partner’s child(ren) is no longer eligible.

Continuation of Coverage
While Federal Law does not recognize a Domestic Partner and/or Domestic Partner’s child(ren) as eligible Qualified Beneficiaries for Continuation of Coverage through the Consolidated Budget Reconciliation Act (COBRA), Academy of Art University has elected to extend the same rights and responsibilities under COBRA for Domestic Partners and/or the Domestic Partner’s child(ren) as they do for any other Qualified Beneficiary. As a Qualified Beneficiary, the Domestic Partner and/or the Domestic Partner’s child(ren) have election rights independent of the employee as long as all other legal requirements are met.
6030 OVERTIME

Employees may occasionally be required to work overtime hours to meet business needs. Management will attempt to schedule overtime fairly and consistently; however, advance notice may not always be possible.

When overtime work is assigned, failure to work assigned overtime may result in disciplinary action, up to and including termination of employment. Prior approval of a Manager is required before any non-exempt employee may work overtime. If a non-exempt employee works when not instructed or required to do so, the time so spent is compensable working time. Even though such unauthorized working time is compensable, the employee may be subject to disciplinary action for working without authorization up to and including termination of employment.

Calculating Overtime
Overtime will be calculated and paid in compliance with the applicable State law of the state in which you are employed. Prior approval of a Manager is required before any non-exempt employee may work overtime. Overtime is calculated based on the Academy work week beginning 12:01 a.m. Monday through midnight Sunday.

Based on "Hours Worked"
Overtime pay is based on "hours worked." Time off for lunch breaks, sick leave, vacation, holidays, funeral leave, jury leave, leave of absence, or similar time off is not considered "hours worked" for calculating overtime.

6040 PAYROLL PROCEDURES

We seek to provide fair, competitive wages and salaries that recognize each individual's unique contribution to the overall goals of the organization. Salary increases, when granted are based on merit, job performance, position, market conditions, and the Academy's financial health. We also seek to provide timely and accurate payment to employees in compliance with all applicable laws. Employees who have questions or concerns regarding any compensation programs or policies are encouraged to contact their Manager, Payroll, or Human Resources.

Timekeeping Requirements
All non-exempt employees are required to record their time worked for payroll purposes through the Academy’s timekeeping system. Non-exempt employees must record their own time at the start and at the end of each work period, including before and after the meal
break. Non-exempt employees also must record their time whenever they leave the building for any reason other than Academy business. Any errors on a time record must be corrected and resubmitted to the employee’s direct supervisor immediately.

All exempt employees are required to record work absences (sick, vacation, unpaid time off, etc.) through the Academy’s timekeeping system. For planned absences, exempt employees should submit the request through the timekeeping system to his/her supervisor for pre-approval. Vacation requests should be submitted at least three (3) weeks in advance. Exempt employees must record their absence through the Academy’s timekeeping system to their supervisor within two (2) business days of returning to work from taking unplanned sick leave or other unplanned time off. The employee’s supervisor will review, approve, and submit to the Payroll department for processing.

Non-exempt employees must record their hours worked, review, and submit to their supervisor for approval before it is submitted to Payroll. Employees should never report hours worked for another employee on their behalf. Failure to report an accurate record of hours worked or falsifying or altering a timesheet may result in disciplinary action up to and including termination of employment.

Non-exempt employees should not work any time that is not authorized by their supervisors. An employee should not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless the employee is directed to do so. If an employee has any questions about when or how many hours the employee is expected to work, he or she should contact a supervisor or Human Resources.

It is a violation of the Academy’s policy for anyone to instruct or encourage another employee to work “off the clock,” to incorrectly report hours worked, or to alter his or her own or another employee’s time records. If anyone directs or encourages an employee to incorrectly report the total hours worked, or to alter another employee’s time records, the employee should report the incident immediately to a supervisor or Human Resources. Working “off the clock” or directing another employee to do so may result in disciplinary action up to and including termination.

If an employee believes he or she has not been paid properly or in accordance with Academy policy, or if any circumstances arise in which the employee is requested to perform work contrary to this policy, the employee should immediately provide a written or verbal report to Human Resources, a supervisor, or any other member of management.

**Pay Procedures**

A pay period consists of two (2) weeks. Timesheets must be completed, approved, and submitted to the Payroll department by the end of the pay period for processing. Employees are paid biweekly on Fridays. If a pay day happens to fall on a day when business offices are
closed (such as a holiday), checks will normally be distributed on the last working day before the scheduled pay date.

**Paycheck Distribution**
Paychecks will be distributed directly to employees within their departments when practical. All other paychecks will be mailed on the pay date to the most current address on the payroll record. Employees may change the distribution of their paycheck by written request to the Payroll department. Under no circumstances will the Academy release a paycheck early or make advance payments on future payrolls. If an employee suspects that an error has been made in the computation of his or her paycheck, the problem should be immediately brought to the attention of his/her supervisor and the Payroll department.

**Lost Checks**
Requests for stop payment and reissue of lost payroll checks must be made in writing to the payroll department. Payroll will attempt to stop payment and reissue a check as soon as possible. This process can take several days. However, the Academy is not responsible for a lost check if payment cannot be stopped. Stop payment processing fees are the responsibility of the employee and must be submitted to the Academy immediately. Due to mail delivery difficulties and lost checks, the Academy provides for the direct deposit of paychecks, at no cost, into personal checking accounts on pay day.

**6050 WORKING HOURS**

As allowed by law, the Academy reserves the right to schedule work hours as business and organizational needs require. Daily and weekly work schedules may be changed at the complete discretion of the Academy to meet varying job responsibilities and business conditions. The Academy reserves the right to assign employees to jobs other than their usual assignment when required. While attempts will be made to establish steady and predictable hours, there are no guarantees of minimum or maximum hours and lack of notice is not an acceptable reason for refusing work. All employees are expected to be at their workstations at the start of their scheduled shift, ready to work.

**6060 MEAL AND REST BREAKS**

Academy of Art University complies with federal and state legal requirements concerning meal periods and rest breaks. This Policy explains when the Academy expects employees to take meal periods and rest breaks. If you work in a state that provides greater rest break benefits than those set forth herein or if you are an exempt employee and work in a
state that provides rest breaks to exempt employees, the Academy will comply with all such requirements.

**Meal Periods**

Academy of Art University provides at least a 30-minute meal period to employees who work more than five hours, unless they work six or fewer hours total and elect in writing to waive the first meal period (waivers are provided upon request).

The Academy provides a second 30-minute meal period to employees who work more than 10 hours in a workday, unless they work twelve or fewer hours total, did not waive the first meal period, and elect in writing to waive the second meal period (waivers are provided upon request). Employees should finish their first meal period before the end of the fifth hour of work. Employees should finish their second meal period before the end of the tenth hour of work. Meal periods cannot be taken at the beginning or end of shifts. Employees will be relieved of all of their duties during meal periods and are allowed to leave the premises.

Academy of Art University provides meal periods according to the following schedule:

<table>
<thead>
<tr>
<th>Duration of Shift In Hours</th>
<th># Meal Periods</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to &lt; 5.0</td>
<td>0</td>
<td>An employee who works less than five hours in a workday is not provided with a meal period.</td>
</tr>
<tr>
<td>≥ 5.0 to ≤ 10.0</td>
<td>1</td>
<td>An employee who works five or more hours in a workday, but who does not work more than ten hours in a workday, is provided with a 30-minute meal period that must be taken before the end of the 5th hour of work, unless the employee is working six or fewer hours and elects in writing to waive the first meal period.</td>
</tr>
<tr>
<td>&gt; 10.0</td>
<td>2</td>
<td>An employee who works more than ten hours in a workday is provided with a second 30-minute meal period that must be taken before the end of the 10th hour of work, unless the employee is working twelve or fewer hours, did not waive the first meal period, and elects in writing to waive the second meal period.</td>
</tr>
</tbody>
</table>

The Academy does not pay non-exempt employees for meal periods, and consequently, non-exempt employees must record the start and stop times of their meal periods.
Any non-exempt employee who is required to work through some or all of a 30-minute meal period, or who is required to take a late meal period (i.e., is required to begin the first meal period after the end of the fifth hour of work or is required to begin a second meal period after the end of the tenth hour of work), should complete a California Meal Period and Rest Break Premium Request Form and submit it to his/her manager by no later than the end of the pay period (Premium Requests are provided upon request). Otherwise, the Academy will assume that any non-exempt employee who fails to record a meal period, records a less-than-30-minute meal period, or takes and records a late meal period, did so voluntarily.

**Rest Breaks**

Employees are authorized and permitted to take a 10-minute paid rest break for every four hours worked, or major fraction thereof.

Academy of Art University authorizes and permits rest breaks according to the following schedule:

<table>
<thead>
<tr>
<th>Duration of Shift In Hours</th>
<th># of 10 Minute Rest Breaks</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 to &lt; 3.5</td>
<td>0</td>
<td>An employee who works less than 3.5 hours in a workday is not authorized or permitted to take a rest break.</td>
</tr>
<tr>
<td>3.5 to &lt; 6</td>
<td>1</td>
<td>An employee who works 3.5 hours in a workday or more but who does not work 6 hours in a workday is authorized and permitted to take one 10-minute rest break.</td>
</tr>
<tr>
<td>6.0 to &lt; 10.0</td>
<td>2</td>
<td>An employee who works 6 hours in a workday but who does not work 10 hours in a workday is authorized and permitted to take two 10-minute rest breaks.</td>
</tr>
<tr>
<td>10.0 to &lt; 14.0</td>
<td>3</td>
<td>An employee who works 10 hours in a workday or more but who does not work 14 hours in a workday is authorized and permitted to take three 10-minute rest breaks.¹</td>
</tr>
</tbody>
</table>

¹ Employees who work more than 14 hours in a workday may be entitled to additional rest breaks.
Whenever practicable, employees should take their rest breaks near the middle of each four-hour work period. Employees may not accumulate rest breaks or use rest breaks as a basis for starting work late, leaving work early, or extending a meal period. Employees also may not leave work premises during a rest break. Because rest breaks are paid, non-exempt employees should not clock out for them.

Any non-exempt employee who is not authorized and permitted to take a rest break pursuant to the terms of this Policy should complete a California Meal Period and Rest Break Premium Request Form (provided upon request) and submit it to his/her manager by the end of the pay period. Otherwise, the Academy will assume the employee either took his/her rest break or voluntarily decided to waive it.

**Meals (New York Employees Only)**

Employees working at least a six-hour workday, which extends over the noon meal period (11 a.m. to 2 p.m.), are entitled to a 30-minute unpaid meal break to be taken between 11 a.m. and 2 p.m. Employees who start their workday before 11 a.m. and continue after 7 p.m. are entitled to a 30-minute noon meal break and an additional unpaid 20-minute meal break between 5 p.m. and 7 p.m.

Employees who work more than six hours in their workday starting between the hours of 1 p.m. and 6 a.m. are entitled to a meal break of at least 45 minutes in the middle of their workday. An uninterrupted meal break lasting 30 minutes or more will be unpaid for nonexempt employees.

Employees may not take a shorter meal break or skip a meal break to leave early. All nonexempt employees must record their meal breaks.

**Meals (Connecticut and Delaware Employees Only)**

Employees who work seven and one-half or more consecutive hours will be provided one 30-minute meal break. The meal break generally should be taken after the first two hours of work and before the last two hours of work.

An uninterrupted 30-minute meal break will be unpaid for nonexempt employees. All nonexempt employees must record their meal breaks. Employees who are unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which he or she is entitled under this policy, should immediately notify a Human Resources representative.

**Responsibilities**

Employees are expected to take their meal periods and rest breaks in accordance with the applicable guidelines set forth in this Policy. Management is expected to make meal
ACADEMY of ART UNIVERSITY

periods and rest breaks available to their employees in accordance with this Policy. Supervisors can schedule meal periods and rest breaks for their employees, taking into account their department’s operational requirements and employee needs. Supervisors may stagger employees’ meal periods so ongoing operational responsibilities are not compromised, so long as the applicable guidelines in this Policy are met.

Supervisors are responsible for administering their department’s meal and rest breaks in a fair and uniform manner. Supervisors may not pressure or coerce employees to skip their meal periods or rest breaks.

Employees may not voluntarily work through their meal periods without specific permission from their supervisors. Employees who voluntarily work through their meal periods must complete a Voluntary Meal Period Waiver form (Voluntary Meal Period Waiver forms are provided upon request).

**Discipline**
Any employee, supervisor, or manager who fails to observe meal period and rest break policies will be subject to discipline, up to and including termination of employment. Violations of this Policy should be reported to any manager or the Human Resources Department. Every report will be fully investigated and corrective action will be taken where appropriate.

In addition, Academy of Art University will not allow any form of retaliation against individuals who report alleged violations of this Policy or who cooperate in the Academy’s investigation of such reports. Any form of retaliation in violation of this Policy will result in disciplinary action, up to and including termination.

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**6070 MAKE-UP TIME – CALIFORNIA EMPLOYEES**

Academy of Art University allows the use of make-up time when non-exempt employees need time off to tend to personal obligations. Make-up time worked will not be paid at an overtime rate. Make-up time does not apply to exempt employees. An employee’s use of make-up time is completely voluntary. The Academy does not encourage, discourage, or solicit the use of make-up time.

Employees may take time off and then make up the time later in the same workweek, or may work extra hours earlier in the workweek to make up for time that will be taken off later in the same workweek. **All make-up time must be worked in the same workweek as the time taken off.** The Academy’s seven day workweek is 12:01 a.m. Monday through midnight Sunday.
Employees requesting make-up time must complete and submit the Academy Make-up Time Request Form to his/her direct supervisor for consideration. Requests will be considered for approval based on the legitimate business needs of the Academy at the time the request is submitted. A separate written request is required for each occasion that an employee requests make-up time.

If an employee requests time off and wishes to make-up the time later in the week, the employee must submit the request at least 24 hours in advance of the desired time off. If an employee requests to work make-up time first in order to take time off later in the week, the employee must submit the request at least 24 hours before working the make-up time. The Academy Make-up Time Request Form must be approved by the employee’s supervisor and Human Resources in writing before an employee takes the requested time off or works make-up time, whichever is first. In addition, an employee’s time sheet must always accurately document an employee’s actual hours worked.

Employees may not work more than eleven (11) hours in a day or forty (40) hours in a workweek as a result of making up time that was or would be lost due to a personal obligation. If an employee takes time off and is unable to work the scheduled make-up time for any reason, the hours missed will be unpaid. If an employee works make-up time in advance of time for planned time off, the employee must take the time off, even if it is no longer needed.

If you work outside California, the Academy will comply with any make-up requirements. Questions regarding this policy should be directed to Human Resources.
7010 BEREAVEMENT LEAVE

Full time employees who have completed their Initial Employment Period are eligible for paid bereavement leave. Part-time employees are not eligible for paid bereavement leave but, with Management’s approval, may use accrued sick time or unpaid time off to attend a funeral or handle family affairs.

**Time Allowed**
Bereavement leave of up to three (3) days with pay is provided to eligible employees in cases of death in the immediate family.

**Extra Time**
If an employee needs more than three days because of travel time or extenuating circumstances, an employee may use accrued vacation, sick time, or unpaid time off, if approved by his/her Manager(s).

**Immediate Family Defined**
For the purposes of this policy, "immediate family" includes: Parents, Parent in-laws, Grandparents, Children, Siblings, Spouses and registered Domestic Partners, Children and Siblings of Spouses and registered Domestic Partners. For clarification on the definition of “immediate family” please contact Human Resources.

**Approval by Management**
An employee requiring bereavement leave should immediately inform Human Resources and his/her Manager. In all instances, bereavement leave requires Management's approval. With Management’s approval, an employee requiring bereavement leave who is not eligible for paid leave under this policy may request to use accrued sick time, accrued vacation, or unpaid time off.

7020 HOLIDAYS

Academy of Art University recognizes the importance of leisure time and will observe holidays as annually designated by the President of Academy of Art University. Yearly Holiday schedules will be posted and announced in advance by the Human Resources department.
Eligibility
At hire, full-time employees who regularly work at least forty (40) hours per week are eligible for holiday pay when the holiday falls on a day when the employee is normally scheduled to work. Part-time employees are not eligible for holiday pay benefits. Holiday pay benefits are paid at an employee’s regular rate of pay and for the employee’s regular number of scheduled work hours.

To be eligible for holiday pay, non-exempt employees must work on the last scheduled workday before the holiday and the first scheduled workday after the holiday, unless previously excused from work. Only previously scheduled and approved time-off is considered to be an excused absence.

Schedule
If an Academy holiday occurs during an employee's scheduled vacation it will not be counted as a vacation day. Employees on leave of absence are not eligible to receive holiday pay benefits during their leave of absence period.

Working Holiday
Business necessity may require scheduling employees to work on an Academy holiday. Eligible non-exempt employees required and approved to work on a scheduled holiday will receive holiday pay (at regular rate of pay and number of hours worked) in addition to receiving pay for hours worked on the holiday.

The Academy will comply with all state laws pertaining to holidays.

7030 CIVIC DUTY - CALIFORNIA EMPLOYEES

Academy of Art University supports employees fulfilling their civic responsibilities by serving jury or witness duty and voting in public elections.

Jury and Witness Duty

Eligibility
All employees are eligible for time away from work for witness or jury leave. Witness and jury duty leave can be taken:

- To serve on an inquest jury or trial jury
- To appear in court in compliance with a subpoena or court order as a witness.

Paid Leave
Full-time employees who have completed their Initial Employment Period will be paid at their regular base rate of pay for up to forty hours of jury or witness duty in any calendar year. Part-time employees are not eligible for paid jury/witness leave. Paid jury and witness leave are in addition to paid vacation or other leave. Exempt employees will not incur any reduction in pay for a partial week’s absence due to jury or witness duty.

**Unpaid Leave**
Part-time employees and full-time employees who have not completed their Initial Employment Period do not qualify for paid jury leave. In those instances or where paid jury leave has been exhausted, full-time employees may use accrued vacation rather than taking unpaid leave.

**Procedure**
Employees must immediately notify their Supervisor when they receive the court-ordered jury or witness notice and provide their Supervisor and/or Human Resources with copies of the court notices including the jury duty summons, court order, or subpoena. Jury or witness pay and leave will not be authorized without prior documentation. Employees are expected to check in daily with their Manager and provide updates of their availability for work.

**Breaks in Duty**
Employees should report to work on any business days or partial days that the court schedule permits or if released from court early.

**Jury Compensation**
In order to receive jury or witness duty pay, eligible employees must submit proof of attendance to his/her Supervisor and the Payroll department. It is the employee’s responsibility to request this documentation from the courthouse in order to be compensated for jury or witness duty.

**Voting in Public Elections**
If you cannot vote before or after working hours in statewide public elections, then you will be allowed sufficient time off to go to the polls. The Academy will pay you for up to the first two hours of absence from regularly scheduled work when the time-off is necessary to vote in a statewide public election. Any additional time off will be without pay. You must give reasonable notice of the need to have time off to vote and must give at least three days' notice when three days' notice is possible.
All leaves of absence set forth in this section apply only to California employees. If you work outside the state of California, please contact the Human Resources Department for more information regarding the leaves of absence that apply to you.

**General Provisions for Leaves of Absence**
Academy of Art University will grant leaves of absence in accordance with this policy and applicable state and federal law. Please contact the Human Resources department with any questions regarding leave of absences.

**Notification Requirements**
Employees must notify their direct supervisor and the Human Resources department of the need to take a leave of absence. Whenever possible, the employee must notify the Human Resources Department at least 30 days before leave is to begin. If an employee cannot provide 30 days’ notice, the Human Resources Department and Management must be informed as soon as is practical. When leave is needed for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the Academy's operation. Employees must consult with their supervisor and the Human Resources department prior to scheduling planned medical treatment.

**Family Medical Leave Act (FMLA) / California Family Rights Act (CFRA)**
The Academy will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Academy refers to these types of leaves collectively as “FMLA Leave.” No greater or lesser leave benefits will be granted than those set forth in such state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under applicable federal and state law.

Please contact your supervisor as soon as you become aware of the need for a FMLA Leave. Employees are expected to provide prompt notice to the Academy of any change(s) to an employee’s return to work date. Accepting other employment that conflicts with the reason for your leave, continuing to work in another job that conflicts with the reason for your leave, or filing for unemployment insurance benefits while on leave may be treated as a voluntary resignation from employment, unless you and the Academy have agreed, in writing, otherwise. FMLA leave misuse, fraud, or misrepresentation, may result in disciplinary action up to and including termination of employment.

**Employer Notification**
When an employee requests FMLA leave, or when the Academy acquires knowledge that an employee’s leave may be for an FMLA-qualifying reason, the Academy will notify the employee of their right to take FMLA leave within (5) five business days, absent extenuating circumstances.
Employee Eligibility
To be eligible for FMLA Leave benefits, you must: (1) have worked for the Academy for 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by the Academy within 75 miles, as of the date the leave is requested.

Calculating the 12-month Period
For purposes of calculating the 12-month period during which 12 weeks of leave may be taken, the Academy uses the rolling 12-month period measured backward from the date an employee uses any family leave. Under most circumstances, leave under federal and state law will run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

For a qualifying exigency or leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

Reasons for Leave
State and federal laws allow FMLA Leave for various reasons. Because an employee’s rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons:

(1) the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child (“Baby Bonding Leave”);

(2) to care for an immediate family member (spouse, registered domestic partner, child, or parent) with a serious health condition (“Family Care Leave”);

(3) an employee’s inability to work because of a serious health condition (“Serious Health Condition Leave”);

(4) a “qualifying exigency,” as defined under the FMLA, which essentially means attending to certain activities in order to prepare for a spouse’s, child's, or parent's covered active duty or call to covered active duty in a foreign country as a member of the military reserves or National Guard or Armed Forces (“Military Emergency Leave”); or

(5) to care for a spouse, child, parent or next of kin (nearest blood relative)—who is (a) an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an
outpatient status, or is otherwise on the temporary disability retired list—with a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties; or (b) a person who, during the five (5) years prior to the first date the eligible employee takes FMLA leave to care for the person, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs) and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran (“Military Caregiver Leave”).

**Length of Leave**

The maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses (or registered domestic partners) work for the Academy and are eligible for leave under this policy, the spouses (or registered domestic partners) will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave. A 12-month period begins on the date of your first use of FMLA Leave.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A "single 12-month period" begins on the date of your first use of such leave and ends 12 months after that date. If both spouses (or registered domestic partners) work for the Academy and are eligible for leave under this policy, the spouses (or registered domestic partners) will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

Under some circumstances, you may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule. Leave taken intermittently may be taken in increments of no less than one hour.

Only to the extent required by applicable law, additional leave may be granted when the leave is necessitated by an employee's work-related injury/illness, a pregnancy related disability, or a “disability” as defined under the Americans with Disabilities Act, the Americans with Disabilities Amendments Act and/or applicable state or local law. Certain restrictions may apply.
Notice and Certification
A) Bonding, Family Care, Serious Health Condition, and Military Caregiver Leave Requirements

Employees are required to provide:
1. when the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this should be the same day the employee becomes aware of the need for leave or the next business day);

2. when the need for leave is not foreseeable, notice within the time prescribed by the Academy’s normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;

3. when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitation travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);

4. periodic recertification (upon request); and

5. periodic reports during the leave.

Certification forms are available from the Human Resources Department. At the Academy’s expense, the Academy may also require a second or third medical opinion regarding your own serious health condition. Employees are expected to cooperate with the Academy in obtaining additional medical opinions that the Academy may require.

When leave is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the Academy’s operation. Please contact the Human Resources Department prior to scheduling planned medical treatment.

B) Military Emergency Leave

Employees are required to provide:
1. as much advance notice as is reasonable and practicable under the circumstances;

2. a copy of the covered military member's active duty orders when the employee requests leave; and
3. a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from the Human Resources Department.

**Failure to Provide Certification and to Return from Leave**

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If you fail to return to work at your leave’s expiration and have not obtained an extension of the leave, the Academy may presume that you do not plan to return to work and have voluntarily terminated your employment.

**Compensation During Leave**

FMLA Leave is unpaid. However, you may be eligible to receive benefits through State-sponsored wage-replacement benefit programs. If you are eligible to receive these benefits, you may also choose to supplement these benefits with the use of accrued vacation and sick leave, to the extent permitted by law and Academy policy. All such payments will be integrated so that you will receive no more than your regular compensation during this period. If you are not eligible to receive any wage-replacement benefits, the Academy may require you to use accrued vacation and sick leave to cover some or all of the FMLA Leave. The use of paid benefits will not extend the length of a FMLA Leave.

**Benefits During Leave**

The Academy will continue making contributions for your group health benefits during your FMLA leave on the same terms as if you had continued to work. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Academy may recover premiums it paid to maintain health coverage if you fail to return to work following a FMLA Leave.

Consistent with Academy policy for all types of leave, you will not accrue vacation, sick, or other benefits while on unpaid FMLA leave. Additionally, you will not be paid for holidays that occur during the leave. However, the leave period will be treated as continuous services (i.e., no break in service) for purposes of vesting and eligibility to participate in the Academy’s retirement plan and your length of service as of the leave will remain intact.
Job Reinstatement
Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a healthcare provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA Leave, such a release may be required if reasonable safety concerns exist regarding the employee’s ability to perform his or her duties, based on the serious health condition for which the employee took the intermittent leave.

“Key employees,” as defined by law, may be subject to reinstatement limitations in some circumstances. If you are a “key employee,” you will be notified of the possible limitations on reinstatement at the time you request a leave.

Pregnancy and Pregnancy Related Disability Leave (PDL)
Any employee who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement.

For purposes of this policy, you are disabled when, in the opinion of your healthcare provider, you cannot work at all or are unable to perform any one or more of the essential functions of your job or to perform them without undue risk to yourself, the successful completion of your pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if you need to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

Reasonable Accommodation for Pregnancy-Related Disabilities
Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. You are affected by pregnancy if you are pregnant or have a related medical condition, and because of pregnancy, your health care provider has certified that it is medically advisable for you to temporarily transfer or to receive some other accommodation.
The Academy will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to an employee affected by pregnancy if:

- She requests a transfer or other accommodation;
- The request is based upon the certification of her health care provider as “medically advisable”; and
- The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

No additional position will be created and the Academy will not discharge another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job as a part of the accommodation process.

**Advance Notice and Medical Certification**

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, you must:

- Provide 30 days’ advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days’ notice is not foreseeable; and
- Provide a signed medical certification from your health care provider that states that you are disabled due to pregnancy, or that it is medically advisable for you to be temporarily transferred, or to receive some other requested accommodation.

The Academy may require you to provide a new certification if you request an extension of time for your leave, transfer or other requested accommodation.

**Duration**

The Academy will provide you with a Pregnancy Disability Leave of Absence for the duration of your pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by your health care provider. The four months of leave available to an employee due to her pregnancy related disability is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 workweeks.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

**Reinstatement**

If you and the Academy have agreed upon a definite date of return from your leave of absence or transfer, you will be reinstated on that date if you notify the Academy that you are able to return on that date. If the length of the leave of absence or transfer has not been established,
or if it differs from the original agreement, you will be returned to work within two (2) business days, where feasible, after you notify the Academy of your readiness to return.

Before you will be allowed to return to work in your regular job following a leave of absence or transfer, you must provide Human Resources with a certification from your health care provider that you can perform safely all of the essential duties of your position, with or without reasonable accommodation. If you do not provide such a release prior to or upon reporting for work, you will be sent home until a release is provided. This time before the release is provided will be unpaid.

You will be returned to the same or a comparable position upon the conclusion of your leave of absence or transfer. If the same position is not available on your scheduled return date, the Academy will provide you a comparable position on your scheduled return date or within 60 calendar days of that return date. However, you will not be entitled to any greater right to reinstatement than if you had not taken the leave. For example, you would have been laid off regardless of the leave, or you would not have been offered a comparable position, then the employee will not be entitled to reinstatement.

Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless you are taking additional leave provided by law or Academy policy or the Academy has otherwise approved you to take additional time off.

Integration with Other Benefits
Pregnancy Disability Leaves of Absence and accommodations that require you to work a reduced work schedule or to take time off from work intermittently are unpaid. You may elect to use accrued sick leave and/or accrued vacation benefits during the unpaid leave of absence. However, use of paid time off will not extend the available leave of absence time. Vacation and sick leave hours will not accrue during any unpaid portion of the leave of absence, and you will not receive pay for official holidays that are observed during your leave of absence except during those periods when you are substituting vacation or sick leave for unpaid leave.

Employees should apply for California State Disability insurance (“SDI”) benefits. Any SDI for which you are eligible will be integrated with accrued vacation, sick leave, or other paid time off benefits so that you do not receive more than 100% of your regular pay.

Benefits
Academy of Art University will maintain an employee’s health insurance benefits during an employee’s Pregnancy Disability Leave for a period of up to four months (as defined above) on the same terms as they were provided prior to the leave time. If you take additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act leave, your health insurance benefits will continue for up to a maximum of 12 workweeks in a 12-month period.
Example:
You take 17.33 workweeks off due to a pregnancy disability. Assuming you are eligible for FMLA and CFRA leave, your Pregnancy Disability Leave will also be concurrently covered by FMLA and your group health insurance coverage would continue for the entire 17.33 workweek period. If, after your pregnancy disability leave and FMLA leave has been completed, you wish to take 12 additional weeks off from work to bond with a new baby under CFRA, the Academy will continue your health insurance benefits for the 12 workweek period.

In some instances, Academy of Art University may recover premiums it paid to maintain health insurance benefits if you fail to return to work following your pregnancy disability leave for reasons other than taking additional leave afforded by law or Academy policy or not returning due to circumstances beyond your control.

**Paid Family Leave**

California employees are covered by California’s Paid Family Leave (PFL) benefit. The PFL fund is administered by the California Employment Development Department (“EDD”), not the Academy, which means that employees must apply to the EDD to receive this benefit. Through the PFL fund, the EDD will provide eligible employees with a wage supplement for a maximum of six weeks within a 12-month period. PFL benefits may be available from the EDD for a leave of absence:

1. For the birth or placement of a child, as defined by the PFL law, for adoption or foster care within one year of the birth or placement of the child; or

2. To care for an immediate family member (spouse, registered domestic partner, child, sibling, parent, parent-in-law, grandparent or grandchild as defined by the PFL law) who is seriously ill and requires care.

PFL benefits will be coordinated with an otherwise authorized leave of absence. In such circumstances, the use of PFL benefits and/or paid time off during the leave period will not extend the length of the leave beyond what is required by applicable law and/or Academy policy. Employee benefits do not accrue during a leave of absence unless otherwise required by law or applicable Academy policies.

The EDD mandates a seven (7) day waiting period before an eligible employee may receive PFL benefits. The EDD does not mandate a seven (7) day waiting period before an eligible employee receive PFL benefits for the purpose of bonding with a newborn child if the employee applies for PFL benefits immediately after recovering from a pregnancy-related disability and SDI benefits have ended.
If you work in a state outside California that provides paid family leave benefits, please contact Human Resources for additional information.

**Paid Parental Leave (San Francisco Employees Only)**

Effective January 1, 2017 any employee who works in the city of San Francisco and is currently receiving Paid Family Leave (PFL) benefits for bonding with a new child is also eligible for benefits through the Paid Parental Leave Ordinance (PPLO). Unlike the PFL fund, which is administered by the California Employment Development Department (“EDD”), Paid Parental Leave is administered and funded by the Academy.

**Employee Eligibility**

To be eligible for Paid Parental Leave, an employee must:

1. Be employed with the Academy for at least 180 days prior to the start of your leave;
2. Perform at least 8 hours of work per week in the city of San Francisco;
3. Work at least 40% of your total weekly hours in the city of San Francisco; and
4. Be eligible to receive Paid Family Leave benefits under the California Paid Family Leave law to bond with a new child.

**Compensation During Leave**

Eligible employees are entitled to Paid Parental Leave following the birth, adoption or foster care placement of a child (“Baby Bonding Leave”) for up to six weeks. To receive Paid Parental Leave, eligible employees must apply and be eligible for California PFL benefits through the CA EDD, complete and return the Paid Parental Leave Form, and submit the Notice of Computation (DE492D) from the EDD. The Academy also requires the use of up to two weeks’ accrued vacation at the start of the “Baby Bonding Leave” as a condition of receiving the benefit, which will count towards the six week entitlement. If an employee does not agree to use his or her accrued vacation or fails to return all necessary forms and documentation, the Academy is not required to provide supplemental compensation.

The Paid Parental Leave and California Paid Family Leave benefits run concurrently for up to six weeks of paid leave. In general (subject to maximums), the Academy will pay 45% of the employee’s weekly wages beginning after accrued vacation has been applied. CA PFL benefits pay 55% of the employee’s weekly wages during the leave period up to six weeks. When supplemented with the 55% wage compensation benefit under California’s Paid Family Leave law, employee’s on qualifying Paid Parental Leave may receive 100% pay (subject to maximums) for up to six weeks.

**Workers' Compensation Disability Leave**

Academy of Art University will grant a workers' compensation disability leave to eligible employees who have an occupational illness or injury in accordance with state law. As an
alternative, the Academy may offer you modified work. Leave taken under the workers' compensation disability policy runs concurrently with family and medical leave under both federal and state law for eligible employees.

Notice and Certification Requirements
You must report as soon as possible all workplace accidents, injuries and illnesses no matter how minor to your supervisor and Human Resources. In addition, you must provide the Academy with a certification from a health-care provider of your workplace injury or illness, your inability to work, and/or your work restrictions, and the expected duration of your restrictions and/or inability to work.

Compensation During Leave
Workers' compensation disability leaves are without pay. However, you may be eligible to receive benefits through workers' compensation or State-sponsored wage-replacement benefit programs. All such payments will be integrated so that you will receive no more than your regular compensation.

Benefits During Leave
If you are taking a workers' compensation disability leave, the Academy will maintain your group health coverage if such insurance was provided before the leave was taken and on the same terms as if you had continued to work, only to the extent required by applicable law. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents.

Under certain circumstances, an employee’s workers’ compensation disability leave may end, but the employee may still be entitled to the remaining portion of his or her family and medical leave under federal or state law. In these circumstances, the Academy will maintain the employee’s group health insurance coverage for the remaining portion of the employee’s family and medical leave—up to a maximum of 12 workweeks per 12-month period as required by law—if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, the Academy may recover premiums it paid to maintain health insurance coverage for an employee who fails to return to work following the family and medical leave.

Reinstatement
Upon the submission of a medical certification that you are able to return to work, you will be considered for reinstatement in accordance with applicable law. If you are disabled due to an industrial injury, the Academy will attempt to reasonably accommodate you in accordance with applicable law. If you are returning from a workers’ compensation disability leave that runs concurrently with a family and medical leave, then the provisions of the Family and Medical Leave policy will also
apply. In all circumstances, you must submit an acceptable health care provider statement certifying your return to work. You should also provide as much notice as possible regarding the date of your return to work.

**Military / USERRA Leave**
Leave without pay is provided to an employee when he/she enters military service of the Armed Forces of the United States or are in the Armed Forces Reserves. Employees may use any accrued paid time off during an approved military leave of absence. Employees are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act and the California Military and Veterans Code and other applicable state law. Employees must bring the military service orders to the Human Resources department for review prior to commencement of the leave.

**Organ and Bone Marrow Donation Leave**
Academy of Art University will grant paid leave of absences to eligible employees for their donation of an organ or bone marrow to another person.

**Employee Eligibility**
California employees who have completed ninety (90) days of employment are eligible for paid organ and bone marrow donation leave in accordance with this policy and applicable state and federal law.

**Leave Available**
Employees who volunteer to donate an organ to another person are eligible for up to thirty (30) business days of paid leave in a rolling 12-month period. Employees who volunteer to donate bone marrow to another person are eligible for up to five (5) days of paid leave in a rolling 12-month period. Paid leave only applies to eligible absences on days when the employee would otherwise be scheduled to work.

Leave taken under the organ and bone marrow donation policy does not run concurrently with family and medical leave under federal law (FMLA) or with family and medical leave under California law (CFRA).

**Notice and Certification Requirements**
Employees must notify their direct supervisor and the Human Resources Department of the need to take a leave of absence. Whenever possible, the employee must notify the Human Resources Department at least 30 days before leave is to begin. If an employee cannot provide 30 days’ notice, the Human Resources Department and Management must be informed as soon as is practical. In addition, you must provide the Academy with a health-care provider’s statement certifying the medical necessity for the donation, the last day you can work, and the expected date of return.
**Failure to Provide Certification and to Return from Leave**

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If you fail to return to work at your leave’s expiration and have not obtained an extension of the leave, the Academy may presume that you do not plan to return to work and have voluntarily terminated your employment.

**Compensation During Leave**

Organ and bone marrow donation leave is paid. Before the paid leave benefit begins, the Academy requires that employees use up to five (5) days of accrued, unused sick leave and vacation for bone marrow donation leave and up to two (2) work weeks of accrued, unused sick leave and vacation for organ donation leave. Organ and bone marrow donation leave of absences are paid whether or not the employee has accrued the sick leave and vacation time to take such leave.

**Benefits During Leave**

For the duration of the leave of absence, the Academy will maintain any group health insurance coverage that you were provided before the leave was taken and on the same terms as if you had continued to work. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents. In some instances, the Academy may recover premiums it paid to maintain health coverage if you fail to return to work following your leave.

A leave of absence for organ and bone marrow donation is not a break in service for the purpose of an employee’s benefit accrual (including sick leave and vacation), benefit eligibility, and seniority with Academy of Art University.

**Reinstatement**

In most circumstances, upon submitting an acceptable health-care provider release to return to work, you will be offered the same position held at the time of the leave or an equivalent position. However, you will not be entitled to any greater right to reinstatement than if you had been employed continuously rather than on leave. The Academy may refuse to reinstate your employment if the reason is unrelated to the exercise of your rights under the donors’ leave law. For example, if you would have been laid off if you had not gone on leave, and there is no equivalent position available, then you will not be entitled to reinstatement. Similarly, if your position is filled during the leave in order to avoid undermining the Academy’s ability to operate safely and efficiently, and there is no equivalent position available, then reinstatement will be denied.
It is critical to our operations that every employee is dependable and has consistent attendance. However, Management recognizes that an employee or immediate family member may occasionally be temporarily injured or ill. The sick leave policy is designed to provide protection to eligible employees against loss of income for sick leave circumstances.

**Eligibility**
Beginning July 1, 2015, California employees who have worked in California for 30 or more days within a year from the start of their employment are entitled to paid sick time. Full-time employees outside of California who have worked for the Academy for 30 or more days within a year from the start of their employment are also entitled to paid sick time. Part-time employees who work in locations with paid sick leave requirements will be eligible for paid sick leave (subject to the applicable caps). However, employees are not eligible to take paid sick time until they have worked for the Academy for 89 days from their date of hire.

**Sick Pay Amount**
Eligible employees earn sick leave at the rate of one (1) hour of paid sick time for every 30 hours worked. Exempt employees are presumed to work 40 hours per workweek for purposes of sick time accrual. If their normal workweek is less than 40 hours, accrual will be based on their normal workweek. Non-exempt employees will accrue paid sick leave based on all hours worked (up to the applicable caps). Paid sick leave only accrues on hours worked; it does not accrue while an employee is on holiday, unpaid leave of absence, off work on paid sick leave or on paid vacation status.

Beginning July 1, 2015, eligible new hires start to accrue sick leave on their first day of work. Employees must meet the 89-day employment requirement before taking any leave. Sick leave will be paid at an employee’s straight-time hourly rate in effect at the time the sick leave is paid, unless otherwise required by applicable law. The straight-time hourly rate for salaried and exempt employees will be determined by dividing their base weekly salary by 40, or the appropriate reduced number.

The Academy does not pay employees for unused paid sick leave when employment ends. Additionally, unused sick leave may not be traded for cash or vacation days. California employees who are rehired in California within one year of separation from employment may be eligible for reinstatement of previously accrued and unused paid sick time.
Cap on Accrual
Employees who work in California and full-time employees who work outside of California may earn and carryover a maximum of nine (9) days or 72 hours paid sick time per year, except the full-time and part-time employees who work in Washington who have no cap on the amount to be earned each year, but may only carryover 72 hours of paid sick time from year to year. After an employee has reached this maximum amount, no additional paid sick time will be earned until some or all of the employee's accrued paid sick time is used. For purposes of accrual, carryover and use caps throughout this policy, the benefit year is a calendar year (January 1 to December 31).

Limit on Amount of Paid Sick Leave That Can Be Taken Each Year
The maximum amount of paid sick time that full-time and part-time (California only) employees is allowed to use in each year of employment is unlimited, except for full-time and part-time employees who work in Washington, who have a cap of 72 hours per year.

Part-Time Employees’ Accrual, Carry-Over and Use Caps
Part-time employees who are in jurisdiction which require paid sick leave (outside of California) will earn paid sick leave as at a rate of 1 hour for every 30 hours worked as follows:

Connecticut, New Jersey, New York, Oregon, Massachusetts, Illinois, Pennsylvania, and Vermont will earn up to 40 hours of paid sick time per year, up to a maximum bank of 80 hours (i.e., once an employee has reached this maximum amount, no additional paid sick time will be earned until some or all of the accrued paid sick time is used). Part-time employees in these jurisdictions may carryover up to 40 hours of paid sick time per year (the remaining will be forfeited), but are limited to use of 40 hours of paid sick time per year.

Maryland and District of Columbia will earn up to 56 hours of paid sick time per year. Part-time employees in these jurisdictions may carryover up to 56 hours of paid sick time from year to year (the remaining will be forfeited), but are limited to use of 80 hours of paid sick time per year.

Minnesota will earn up to 48 hours of paid sick time per year, up to a maximum bank of 80 hours (i.e., once an employee has reached this maximum amount, no additional paid sick time will be earned until some or all of the accrued paid sick time is used). Part-time employees may carryover up to 80 hours of paid sick time from year to year.

Qualifying Reasons for Paid Sick Leave
Paid sick time can be used for the following reasons:

- For the employee’s own illness or injury

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2 For employees working in Seattle, the Academy is a tier 3 employer with more than 250 employees overall.
- Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below
- Preventive care for an employee or an employee's covered family member
- For certain, specified purposes when the employee is a victim of domestic violence, sexual assault or stalking
- Other reasons required by a jurisdiction with a mandated paid sick leave law if you are scheduled to work in that jurisdiction.

For purposes of paid sick leave, a covered family member includes:
- A child defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom you have accepted the duties and responsibilities of raising, even if he or she is not your legal child.
- A "parent" defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee or the employee’s spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising you when you were a minor child, even if he or she is not your legal parent.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.
- A documented “designated person” applicable to San Francisco, Oakland, Emeryville, and Berkeley employees.
- Any other “family member” identified by a paid sick leave law if you are scheduled to work in that jurisdiction.

Use of Paid Sick Leave
Partial day sick leave absences will be charged to exempt employee’s sick leave banks for a minimum of one (1) hour, and then in ½ hour increments thereafter, unless a small increment is required by applicable law. Non-exempt employee’s sick leave banks will be charged for the exact amount of time taken as sick leave. Accrued sick leave cannot be applied to pre-approved vacation absences when the employee does not have sufficient accrued vacation time available. Sick leave cannot be used in lieu of vacation time or to augment vacation time. An employee’s use of paid sick time will run concurrently with other leaves under local, state or federal law as permitted by applicable law.

Employees are required to exhaust all accrued paid time off prior to taking unpaid time-off, to the extent permitted by law and Academy policy. All requests for unpaid time-off must be pre-approved by management and Human Resources. For Seattle employees, the amount of paid sick time available for use will be listed on their wage statement and available through the Workday portal.
Prompt Notice Required
Employees are expected to provide as much advance notice as possible of anticipated tardiness, absence, or the need to leave work early. At minimum, employees must notify their Manager of anticipated tardiness or absence at least thirty (30) minutes prior to when they are scheduled to begin work, or as soon as possible or practicable where permitted by applicable law. Department directors have discretion to implement and require more than 30 minutes advance notice. Employees are responsible for knowing and adhering to their department’s notice requirements.

Designated Person for San Francisco, Oakland, Emeryville and Berkeley Employees
A California employee who works in San Francisco, Oakland, Emeryville or Berkeley, and has no spouse or registered domestic partner may designate one person for whom the employee may use paid sick leave to aid or care for. The employee shall be given the opportunity to make the designation no later than the date the employee has worked his/her 30th hour of work (after they become eligible for sick leave) or 30 calendar days after the employee becomes eligible to accrue sick leave, whichever is sooner, and then they have twenty calendar days to actually designate this person. Thereafter, employees may make such a designation on an annual basis during the time frame designated by Academy of Art University.

Physician Certification
During any medical absence, the Human Resources department may request written certification of the illness or injury from the employee’s physician, as permitted by applicable law. Periodic re-certification may also be required. Additionally, a verification or return to work certification by a health care provider may be a condition of returning to work, if permitted by applicable law. The Academy also reserves the right to require that an employee be examined by a physician of its choice as allowed by law.

Abuse of Sick Leave
Employees cannot be discriminated or retaliated against for requesting or using accrued paid sick time in accordance with this policy. Employees who do not comply with this sick leave policy or misrepresent the reasons for using sick leave may be subject to corrective action up to and including termination of employment, as permitted by applicable law.

All employees who perform work in a city or a state with a Sick and/or Safe Time law are eligible to accrue sick and/or safe time. If you work in a state that provides greater or different sick leave benefits, the Academy will comply with all such requirements.

If you have any questions about paid sick leave, please contact the Human Resources Department.
7060 VACATIONS

Time away from work to rest, relax, and pursue personal interests is important. Therefore, paid vacation days will be provided to eligible employees.

Eligibility
Full-time employees working 40 hours per week for 52 weeks per year are eligible for vacation. Eligibility is based on the employee's start date as a full-time employee. The amount of vacation an employee accrues per calendar year is outlined in the employee’s employment agreement. An employee’s right to vacation and accrual rate is subject to change.

Accrual
Vacation time begins to accrue at hire, but may not be used until completion of the 90-day Initial Employment Period. Vacation time accrues based on actual time worked and does not accrue during unpaid leaves. Employees are encouraged to take vacation time in the year in which it accrues.

Vacation Cap
In California, unused vacation time accrues to a maximum vacation cap of two (2) times the annual accrual. Outside California, unused vacation time accrues to a maximum vacation cap of one (1) times the annual accrual. In the event an employee reaches the maximum vacation cap, he or she ceases to accrue vacation time until such time as he or she uses accrued vacation time. There is no retroactive accrual for the time an employee spends at the maximum vacation cap.

Scheduling
Vacation time must be requested in advance providing at least sixty (60) days’ notice for all Management level employees (Manager’s, Director’s, Vice President’s, etc.), and three (3) weeks in advance for all other employees. All requests are subject to Management approval based upon operating requirements and staffing considerations. Where two or more employees have requested the same time off, and business needs will not allow for concurrent absences, priority will generally be given to the employee who submitted his or her request first.

Notification and Coverage
Employees approved for vacation must work with their supervisor to ensure work coverage during their absence. Employees must ensure proper notification to customers, clients, students, and staff of their absence, and at minimum set up an out of office notification for email and voice mail which indicates who to contact during their absence. Prior to going on vacation, all Management level employees must provide to the Executive Office the dates of
their vacation and contact information for the individual(s) that will be covering the department.

Use of Vacation
Full-time employees who have completed their 90-day Initial Employment Period are eligible to use vacation. Vacation may not be used until it is accrued, except as set forth below.

Employees may request to use vacation time in advance before it is accrued at management’s discretion with the following guidelines and restrictions:

1. The request must be made prior to taking the time-off, providing at least 60 days advance notice for Management employees and 3 weeks advance notice for all other employees.

2. At the time of the request the employee must not have a negative vacation balance. Employees with a negative vacation balance may not request to use vacation time before it is accrued.

3. Employees may request to use a maximum of five (5) days of vacation time before it is accrued. All such requests must be submitted in accordance with this policy and approval or denial of such request is at the complete discretion of management.

4. The combination of an employee’s year-to-date used vacation, accrued unused vacation time at the time of the request and the number of vacation days the employee requests to use in advance, may not exceed his/her annual vacation accrual benefit. For example, if an employee has used 1 day of vacation, has 5 days of accrued unused vacation time, and is eligible to earn ten (10) vacation days per year, the employee may only request approval to use up to four (4) days of vacation in advance.

5. An employee’s request to use vacation time in advance of accrual will not be approved more than once per calendar year.

Exempt employees may request to use a partial day of vacation of no less than four (4) hours in a single work day. Non-exempt employees may request to use vacation in ½ hour increments. An exception to this occurs when an employee is on a leave of absence and uses accrued and unused vacation before taking an unpaid leave. If an employee becomes ill while on vacation, he or she will not be eligible to cancel vacation and/or use sick leave unless hospitalized.

Under normal circumstance no more than two (2) weeks of continuous vacation at any given time will be approved. Salaried and Non-exempt employees must submit vacation requests to their supervisor using Workday timekeeping, prior to taking the vacation.
Vacation requests must be pre-approved by management. However, in some circumstances, with management approval, accrued vacation time may be applied to absences that were not pre-approved when an employee does not have other appropriate accrued paid time-off to apply to the absence.

Employees are required to exhaust all accrued paid time off prior to taking unpaid time-off, to the extent permitted by law and Academy policy. All unpaid time-off must be pre-approved by management and is subject to Executive review and approval.

**Pay for Unused Vacation**

**Active Employees**
Employees are encouraged to use their earned vacation by the end of the year in which it is accrued. Employees will be paid for all unused accrued vacation if he or she transfers to a position that is ineligible for the vacation benefit.

**Terminated Employees**
Terminating employees in California will be paid for all unused accrued vacation time at the employee’s final rate of pay at the time of the employment separation. If you work outside California, you will not be paid for unused accrued vacation time, unless otherwise required by applicable law.

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**7070 OTHER TIME OFF - CALIFORNIA EMPLOYEES**

**Time Off For Volunteer Firefighters, Reserve Peace Officers or Emergency Rescue Personnel**
If you are a registered volunteer firefighter, reserve peace officer, or emergency rescue personnel who intends to perform emergency duty during work hours, please alert your supervisor or a member of Human Resources so that we are aware of the fact that you may have to take unpaid time off to perform emergency duty. In the event you need to take unpaid time off for this type of emergency duty, please alert your supervisor before leaving the Academy premises. In addition, if you are a registered volunteer firefighter, reserve peace officer, or emergency rescue personnel, you may be permitted to take a temporary leave of absence up to 14 calendar days per year for the purpose of engaging in fire, law enforcement, or emergency rescue training. All time off for these purposes is unpaid. Employees wishing to take such leave may utilize their existing accrued vacation time.

**Time Off For School Appearances & Activities**
If you are a parent, guardian or grandparent with custody of a child in kindergarten, grades 1-12, or a licensed day care center, you may take unpaid time off in accordance with this
policy to visit the child’s school or day care center for an activity. You may take time off from work up to eight hours each calendar month (up to a maximum of 40 hours each school year), per child, provided you give reasonable notice (providing at least three (3) weeks’ notice when possible) to the Academy of your planned absence. If both parents of a child work for the Academy, only one parent -- the first to provide notice -- may take the time off for school activities, unless the Academy approves both parents taking time off simultaneously. The Academy requires documentation from the school noting the date and time of your visit.

Academy of Art University will also grant unpaid time away from work to a parent, guardian or grandparent with custody of a child, when it is necessary to appear at the child’s school in connection with disciplinary action by the school. The Academy requires documentation from the school requiring the employee’s attendance.

Time off for school appearances and activities is unpaid, however, employees who request such leave may use their accrued but unused vacation time.

**Time Off For Adult Literacy Programs**

The Academy will make reasonable accommodations for any employee who reveals a literacy problem and requests that the Academy assist him or her in enrolling in an adult literacy program, unless undue hardship to the Academy would result.

The Academy will also assist employees who wish to seek literacy education training by providing employees with the location of local literacy programs.

The Academy will take reasonable steps to safeguard the privacy of any employee who identifies himself or herself as an individual with a literacy problem. An employee who wishes to identify himself or herself as such an individual can contact the Human Resources Department directly. Further, individuals who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While the Academy encourages employees to improve their literacy skills, the Academy will not reimburse employees for the costs incurred in attending a literacy program.

**Time Off For Victims of Domestic Violence, Sexual Assault and Stalking**

The Academy recognizes and values the importance of a healthy and safe home environment for all its employees and their families. If you are a victim of domestic violence, sexual assault, or stalking, you will be allowed sufficient unpaid time off from work to obtain, or attempt to obtain, any relief and/or treatment to help ensure the health, safety, or welfare of you and/or your child or children. Examples include, but are not limited to:

- Get help to protect you and your child(ren)’s health, safety, or welfare.
- Get a restraining order or other court order.
- Get medical attention or services from a domestic violence shelter, program or rape crisis shelter, psychological counseling, or receive safety planning related to domestic violence, sexual assault, or stalking.

If you require unpaid time off or other reasonable accommodation, you must notify Academy of Art that you are a victim and give reasonable notice when feasible, by contacting your supervisor and/or Human Resources. Human Resources will engage you in an interactive process to determine if there are effective reasonable accommodations. Human Resources will request a signed statement certifying that your request is for a proper purpose, and may also request proof showing your need for an accommodation. You may be asked to provide recertification of your status every six months. In the event that an unscheduled event or emergency occurs, which requires your immediate absence, please alert your supervisor and/or Human Resources before leaving the Academy premises. If you are unable to notify Human Resources before your absence, you must provide a certification explaining the reason for your absence. A certification can be a police report, court order, doctor’s note, counselor’s note, or similar document. Employees wishing to take such leave may utilize their existing vacation time or accrued sick leave.

Unless disclosure is required by law, Human Resources will maintain confidentiality with regard to any employee requesting leave or any documentation you provide which identifies you as a victim of sexual assault, domestic violence, or stalking. Academy of Art University will not retaliate against you for being a victim of domestic violence, sexual assault or stalking, asking for leave time to get help, or requesting a work accommodation for your safety while at work.

**Time Off For Crime Victims**
Academy of Art University will grant unpaid time off for employees who meet the requirements for crime victims’ leave so the employee can attend judicial proceedings related to specified serious crimes, and any proceeding involving victims’ rights. If an employee is a victim of a crime, or has an immediate family member (the employee’s spouse, parent, child, sibling or guardian) who is a victim of a crime, the employee should immediately contact the Human Resources department to submit a request for time off. Employees may be required to provide written verification of the need for the absence to the Human Resources department.

When advance notice is not feasible the employee must alert his/her supervisor immediately and provide the Human Resources department with the appropriate documentation within three (3) business days from the date(s) of the judicial proceeding. Documentation of the judicial proceeding must come from the court or government agency setting the hearing, the district attorney or prosecuting attorney’s office, or the victim/witness office that is advocating on behalf of the victim.
Employees wishing to take such leave may utilize their existing vacation time or accrued sick leave.

**Time Off For Family Members of Military Personnel**
The Academy provides employees who are spouses and registered domestic partners of certain military personnel up to ten (10) days of unpaid time during any period when that military personnel member is on leave from deployment during a period of military conflict. An employee is eligible for leave under this policy if he or she:

- Is the spouse or registered domestic partner of a person who: (1) is a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or (2) is a member of the National Guard or of the Reserves who has been deployed during a period of military conflict;
- Works for the Academy for an average of 20 or more hours per week;
- Provides the Academy with notice of his or her intention to take leave within two (2) business days of receiving notice that his or her spouse or registered domestic partner will be on leave from deployment; and
- Submits written documentation to the Academy certifying that the spouse or registered domestic partner will be on leave from deployment during the time the leave is requested.

“Military conflict” means either a period of war declared by the United States Congress, or a period of deployment for which a member of a reserve component is ordered to active duty either by the Governor or the President of the United States.

Leave taken under this policy will not affect an employee’s right to any other benefits, although an employee may elect to use accrued paid time off during the leave. The Academy will not discriminate against, or tolerate discrimination against any employee who requests and/or takes leave under this policy.

**Civil Air Patrol Leave**
The Academy will not discriminate against an employee for membership in the Civil Air Patrol. Additionally, the Academy will not retaliate against an employee for requesting or taking Civil Air Patrol leave.

The Academy will provide 10 days per year of leave but no more than 3 days at a time to employees who are volunteer members of the California Wing of the Civil Air Patrol. Employees must have been employed by the Academy for at least 90 days immediately preceding the commencement of leave, and must be directed and authorized by a political entity that has the authority to authorize an emergency operational mission of the California Wing of the Civil Air Patrol.
Employees must request leave with as much notice as possible in order to respond to an emergency operational mission of the California Wing of the Civil Air Patrol.

Leave under this policy is unpaid. An employee taking leave under this policy will not be required to exhaust accrued vacation, personal leave, sick leave or any other type of accrued leave prior to taking unpaid Civil Air Patrol Leave.

Following leave under this policy, an employee must return to work as soon as practicable and must provide evidence of the satisfactory completion of civil air patrol service. If the employee complies with these requirements, the employee will be restored to his or her prior position without loss of status, pay, or other benefits.

Other Leaves of Absence
If you work outside California, you may be eligible for other types of leaves of absence not discussed herein. If you have any questions regarding the leaves of absence to which you may be entitled, please contact the Human Resources Department.

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7080 ACCOMMODATION FOR NURSING MOTHERS

The Academy will provide reasonable break time and a private area for nursing mothers who wish to express breast milk at work. Nursing mothers needing this accommodation must contact the Human Resources department. Non-exempt employees shall use their meal period and paid ten (10) minute rest break to express milk. If additional time is needed, employees should speak with the Human Resources department and their direct supervisor.

If you work in a state that provides greater or different benefits, the Academy will comply with all such requirements.
CHAPTER 8000
EXPENSES AND REIMBURSEMENT

8010 CONTROL OF EXPENSES AND REIMBURSEMENT

Employees should play a strong role in controlling expenses of products and services used in business related activities. All expenses must be approved in advance by Management and itemized receipts or evidence of expenditures must be submitted with all reimbursement requests. Employees should contact their Manager for detailed information and procedures for receiving reimbursement.

Abuse of Expense Policy
Employees who abuse the expense policy including falsifying or exaggerating expenses and incurring unnecessary and excessive expenses will be subject to corrective action up to and including termination of employment.

Business Travel
Employees will be reimbursed for approved business travel expenses based on the guidelines provided in the Travel Policy. All business travel must be approved in advance and employees are responsible for securing reasonable and cost effective travel arrangements. Employees should contact their Manager and/or Human Resources for travel guidelines and reimbursement procedures.

Car Expenses
Academy-owned cars may be provided to employees with demonstrated business needs. Additionally, employees may be reimbursed for use of their own cars on Academy business. All vehicle reimbursements require prior authorization from Management and must meet established reimbursement guidelines and procedures. Employees should contact their Manager with their questions or for detailed information.

Employee Tuition Remission
The Academy allows eligible classifications of employees to take one Academy of Art Undergraduate course (on-site or online) free of tuition charge every semester. Employees will still be responsible for any additional materials/course fees. Academy students will be given first priority to enroll in courses each semester.

Classifications of employees eligible to participate:

- Full time staff employees working 40 hours per week
- Full time and part time faculty teaching at least one course for the entire semester
- Part time lab technicians who work for the entire semester
- Part time Educational Support Services department (Academy Resource Center) staff and faculty working a minimum of 20 hours per week for the entire semester

**Program Overview**

- Employees may not enroll in more than one (1) online course per semester, whether paid for by the employee or covered under this tuition remission policy.
- Employees are not permitted to enroll in courses that are at capacity.
- In order to have tuition waived, the 3-unit course must be taken in the same semester in which the employee is working at the Academy. This means that:
  - No ‘credits’ will be given for future semesters in which the employee will not be working full time.
  - The 3-unit course tuition waiver does not roll over from one semester to another.
  - Employees may not ‘save up’ course credits for future semesters.
  - Employees must register for the course at least two working days prior to the semester start but no sooner than one week prior to the start of the semester.
- The 3-unit course may only be used by the employee. The course may not be assigned, sold or transferred to another individual.
- Employees must attend class for the duration of the semester and receive a passing grade of C- or better. Approval from the Executive Office must be granted before enrolling in future courses if grade and completion requirements are not met.

**Employee Tuition Remission at Separation of Employment**

Employees will not be reimbursed for out of pocket expenses related to the course if prior to completing coursework they terminate voluntarily or are terminated for not fulfilling job responsibilities or for violating expected rules of conduct. An employee who terminates their employment voluntarily (i.e. resigns) will have the option to pay applicable pro-rates fees and costs to continue in the class, or be immediately dropped from the class on their last day of work at no additional cost. An employee who elects to pay applicable pro-rated fees and costs to continue in the class will be contacted by the Student Services Department and/or Accounts Receivable Department regarding payment. When an employee is terminated involuntarily they will be dropped from the class effective their last day of work.

We hope that you will take advantage of this program and experience some of the Academy’s wonderful course offerings first-hand. To enroll in a course, please contact the Student Services Department.