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# Grizzly Challenge Charter School



## **Employee Handbook 2025-26**

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**Mission**

The mission of the Grizzly Challenge Charter School is to intervene in and reclaim the lives of students who are at risk of dropping out of high school. Graduates gain the values, life skills, education, and self-discipline necessary to succeed as productive citizens.

**Vision**

Grizzly Challenge Charter School, in partnership with CA National Guard, is a structured, nurturing, safe, and professional environment that values the development of the whole student. Through positive relationships, Grizzly develops the student's social, emotional and physical well being. Possessing self-discipline, respect and integrity, students become contributing citizens who succeed both personally and professionally and move forward with resilience and a strong sense of self into a life filled with promise.

**WELCOME**

Welcome to the Grizzly Challenge Charter School ("GCCS")! We are a charter school granted by the State of California. The school has been chartered by the San Luis Obispo County Office of Education ("SLOCOE"). GCCS, in partnership with the National Guard, operates the Grizzly Youth Academy, a Nationwide Challenge Program. It is best described as a twenty-two (22) week residential youth program that provides a healthy environment and an opportunity for students to create a track record of success, and to acquire skills and credentials to become productive citizens.

As an employee of GCCS, you will be providing the academic opportunities for the students, also referred to as cadets. The academic program is centered on the goal for the cadets to achieve a high school diploma or to successfully attain a high school equivalent certificate, such as the HiSET or CPP.

The GCCS is governed by a Board of Directors ("Board"). This Board provides direction and policies regarding employment and working conditions to support that employment. The Board has contracted with SLOCOE to carry out certain payroll and Human Resources functions. These functions include recruitment for vacancies, establishing and maintaining employee personnel files, and establishing and maintaining a payroll system per the Board's direction.

## INTRODUCTION TO HANDBOOK

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

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

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

Should any provision in this Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire Handbook, but only the subject provision. Furthermore, should any general policy or provision of this Handbook contradict a provision of an applicable collective bargaining agreement at GCCS, the applicable collective bargaining agreement shall be controlling for covered employees.

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

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

## **CONDITIONS OF EMPLOYMENT**

It cannot be over emphasized that the references in this handbook are, of necessity, simply summaries and are not intended to represent the full text of the provisions.

Classified Salary Specifications, GCCS Board Policies, and Charter Administrative Regulations generally provide direction on how educational activities are accomplished. Each provides the GCCS with information on rules, regulations, and procedures for the daily operation of our work.

The GCCS contracts with the San Luis Obispo County Office of Education (SLOCOE) for business services, human resources support, information services, legal services and other support functions.

### **Equal Employment Opportunity Is Our Policy**

GCCS is an equal opportunity employer. GCCS is committed to complying with all applicable employment laws and regulations. This commitment applies to all persons involved in the operations of the GCCS, including supervisors and coworkers. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

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

- Any other consideration made unlawful by federal, state, or local laws.

This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

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

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

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

### **Employment At-Will**

Except if stated expressly otherwise by employment contract, it is the policy of the School that all classified employees are considered “at-will” employees of the School. Certificated employees are governed by the terms of their employment agreement and the applicable collective bargaining agreement, which may alter the at-will default of the employment relationship.

For at-will employees, Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at-will” employment.

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

## **Child Abuse Reporting**

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

GCCS recognizes the importance of child abuse reporting. As a GCCS employee, you are a mandated reporter and you will receive annual training and related laws. In an effort to support existing laws and support personnel in reporting child abuse, GCCS has established the following procedures that offer direction in the reporting process.

**IF YOU HAVE A REASONABLE SUSPICION THAT A STUDENT IS A VICTIM OF ABUSE, whether physical, sexual, or neglect, you are legally obligated to report it. You must:**

1. Call Child Protective Services (CPS). (Note: Reasonable suspicion means that it is objectively reasonable for a person with your training and experience to entertain such a suspicion based on the facts, i.e., knowledge or observation, available to you.)

The numbers for CHILD PROTECTIVE SERVICES are:

San Luis Obispo County Child Welfare Services .....805-781-5437

Emergency requiring immediate intervention .....911

2. Complete the Suspected Child Abuse Report Form and forward it to the appropriate agency within 36 hours.
3. Employees who directly work with students are considered mandated reporters and are protected from prosecution and cannot be sued for reporting a suspicion of child abuse in good faith, even if it later appears not to have taken place. Mandated Reporters can be found guilty of a misdemeanor and confined in The County Jail for failure to report suspected abuse.



4. All employees should keep any reports made to CPS confidential, discussing the matter only School Administrators who may have a “need to know,” to mitigate the risk to the child and/or to conduct a proper School investigation.

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

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

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

### **Criminal Background Checks**

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School’s commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Similarly, convictions involving crimes of moral turpitude (e.g., fraud), child abuse or neglect, violence, or any offense which may make the employee unsuitable/undesirable to work around students may also serve as a bar to employment at the School. Additionally, should an employee be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much to the Principal. Fingerprints are forwarded to the Department of Justice for screening to ensure that no employee has been convicted of a prohibitive offense, thereby precluding employment by GCCS. A conviction will not automatically bar an employee from employment. However, if an applicant fails to disclose the fact of a conviction, that failure will result in disqualification from the employment process. SLOCOE will receive any subsequent arrest notifications from the Department of Justice for the duration of employment and reserves the right to take action as appropriate. All questions related to fingerprinting should be directed to the SLOCOE HR Department. (Reference: Education Code 45125 and 44830.1). The School requires entities providing school site services to certify that the entity’s employees comply with the requirements for fingerprinting, unless the School determines that the employees of the entity will have no contact with students, including no virtual correspondence (email or videoconference) with students.

## **Conviction of Narcotics or Sex Offense**

After employment, notice from the Department of Justice of a conviction of an offence related to sex, controlled substance or other serious or violent felony as defined in California Education Code will result in immediate dismissal.

## **Uniform Complaint Procedures**

Any persons alleging a violation of federal or states laws may contact the Principal at the Grizzly Challenge Charter School.

The following compliance officer is responsible for receiving and investigating complaints and ensuring our compliance:

Kyle Martin  
Principal, Grizzly Challenge Charter School  
721 Mendocino Ave, Bldg 945, San Luis Obispo, CA 93405  
805 782-6881

## **Tuberculosis Testing**

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

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

## **Immigration Compliance**

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

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

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

GCCS fosters a positive school environment to protect the safety and well-being of Charter School students. GCCS expects all adults with whom students may interact at school or in school-related activities, including employees, independent contractors, and volunteers, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting. Such adults shall not engage in unlawful or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

Employees are prohibited from entering into or attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature.

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Principal or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Principal or designee.

The Principal or designee shall protect anyone who reports a violation from retaliation. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred from school grounds and activities in accordance with law.

The Principal or designee may also notify law enforcement as appropriate.

This policy shall be provided to parents/guardians at the beginning of each school year and shall be posted on the Charter School web site.

GCCS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible. This policy is available on GCCS's website at <https://www.grizzlyyouthacademy.org/the-program/academics/employee-resources/>.

### Corporal Punishment

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

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

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

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

### Acceptable and Unacceptable Staff/Student Behavior

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

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

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

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

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

#### Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

#### Examples of Specific Behaviors

The following examples are not an exhaustive list:

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

- (a) Giving gifts to an individual student that are of a personal and intimate nature.

- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- (k) Communication with students via an employee's personal accounts such as email and/or social media.

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

**(These behaviors should only be exercised when a staff member has parent and supervisor permission.)**

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

#### Cautionary Staff/Student Behaviors

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

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

#### Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be professional and pertain to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.

- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Principal about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

### **Prohibited Unlawful Sexual Harassment**

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

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

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

This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

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

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

When GCCS receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the GCCS Principal) or the GCCS Principal or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. GCCS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

### Prohibited Unlawful Harassment

The following examples are not an exhaustive list:

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

### Prohibited Unlawful Sexual Harassment

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

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile



or offensive working environment.

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

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

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

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.

- Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
  - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
  - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

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

### **Title IX Notice of Nondiscrimination**

GCCS does not discriminate on the basis of sex and prohibits any acts of sex discrimination including sexual harassment in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 et seq.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the GCCS Title IX Coordinator, to the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both. All complaints and reports of sex discrimination or sexual harassment should be submitted to our Title IX Coordinator, who can be reached at:

Lita Willis  
721 Mendocino Ave, Building 945  
San Luis Obispo, CA 93405  
805-782-6881  
lwillis@mygya.com

A copy of GCCS's Title IX Policy, which contains the rules and procedures for reporting sexual harassment and for pursuing available remedies, is available on the GCCS

website.

A copy of GCCS's Title IX Policy, which includes the specific rules and procedures for reporting sex discrimination and sex-based harassment occurring within GCCS's education program or activities and for pursuing available remedies, is available on the GCCS website at: [www.grizzlyyouthacademy.org](http://www.grizzlyyouthacademy.org)

### **Nondiscrimination in Employment**

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

This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

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

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

When GCCS receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Principal) or the Principal or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality

cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. GCCS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

### **Prohibited Unlawful Harassment**

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

### **Whistleblower Policy**

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

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

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

GCCS is fully committed to maintaining a drug and alcohol free environment for its students and employees. The unlawful manufacture, distribution, dispersing, possession or use of a controlled substance or alcohol is prohibited in all GCCS work places.

While GCCS has no intention of intruding into the private lives of its employees, involvement with drugs off the job can affect job performance and safety. Employees who think they may have a drug/alcohol problem are urged to voluntarily seek assistance and get help immediately. While GCCS will be supportive of those who seek help voluntarily, it will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help. To this end, GCCS will act to eliminate any substance abuse (illegal drugs, prescription drugs or any other substance which could impair an employee's safety and ability to effectively perform the functions of the assigned job) which increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the reputation of GCCS. All employees should be aware that GCCS reserves the right to search any property belonging to the GCCS office. Violations of the drug free workplace guidelines will result in discipline, up to and including dismissal.

Employees adhering to the guidelines of a drug free workplace will not:

- Report to work or be subject to duty while impaired by or under the influence of illegal drugs or prescription drugs, with or without a prescription.
- Perform job duties while impaired as a result of the use of illegal drugs or prescription drugs
- not prescribed by a doctor.
- Possess illegal drugs or prescription drugs obtained without a prescription during working hours or while subject to being called to duty, on breaks, during meal periods or at anytime while on GCCS property.
- Directly or through a third party sell or provide drugs to any person, including any employee, while on duty or subject to being called to duty.

Employees will:

- Notify the GCCS Principal before beginning work, when taking any medications or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of equipment.
- Provide within 24 hours of request bona fide verification of a current valid prescription for any potentially impairing drug or medication identified when a drug test is positive. The prescription must be in the employee's name.
- Notify the GCCS Principal of any criminal drug statute conviction within five (5) days after such conviction.

As a condition of being employed to work under any federal grant received by GCCS, employees are required to abide by the terms of this statement. This policy does not prohibit an employee's use of cannabis off the job and away from the workplace.

### **Confidential Information**

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure

to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

### **Conflict of Interest**

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

### **Tobacco Free Environment**

Tobacco use is prohibited in all facilities owned and/or operated by GCCS, including indoors, outdoors and in all GCCS vehicles, whether located on or off the premises. Included in the prohibition is tobacco use in privately owned vehicles located on property owned and/or operated by GCCS. This policy applies to employees, students, and the general public. Additionally, smoking is prohibited within 250 feet of any facility or park where a School sports event is taking place.

## **THE WORKPLACE**

### **Work Schedule**

Business hours are normally 8:30 a.m. – 5:00 p.m., Monday through Friday. The regular workday schedule for classified employees and certificated administrators and managers is eight (8) hours; the regular workweek schedule is forty (40) hours. The regular workday schedule for certificated employees is seven (7) hours; the regular workweek schedule is thirty-five (35) hours. Certificated employees are expected to be present during the business hours of 8:25 a.m. – 3:55 p.m, and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

### **Meal and Rest Periods**

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

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

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

### **Lactation Accommodation**

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

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

## **Attendance: Reporting Absences and Tardiness**

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning. Regular and prompt reporting is an important part of employment at GCCS. It is the employee's responsibility to report any full-day absences by notifying the Executive Assistant and by entering absences into Frontline, the automated absence tracking system used by GCCS on the internet or by calling 782-6882. Absences should be reported for any of portion of a full duty day not worked. Absences must be reported for the following:

- Vacation (Classified employees only)
- Sick
- Personal Necessity
- Bereavement
- Jury Duty (with verification attached)
- Personal Business (Certificated employees only)
- School Business
- Absence due to sub assignment

If it is necessary to be absent or late, employees are expected to notify the Principal as soon as possible but no later than one-half (1/2) hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep the Principal timely notified of their inability to report to work. Failure to notify the GCCS Principal, Assistant Principal, or Executive Assistant shall be treated as unauthorized time off without pay. An absence from work for five (5) consecutive days without authorization will be considered a voluntary resignation. When it is necessary to be absent because of illness or an emergency, notify the GCCS Principal, Assistant Principal, or Executive Assistant as soon as possible.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. Absence for more than three (3) consecutive days without notifying the Principal will be considered a voluntary resignation from employment.

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

GCCS authorizes employees to use technology owned or otherwise provided by GCCS as necessary to fulfill the requirements of their position. The use of GCCS technology is a privilege permitted at GCCS's discretion and is subject to the conditions and restrictions set forth in this policy, administrative regulations, and the Acceptable Use Agreement. GCCS reserves the right to suspend access at any time, without notice, for any reason.

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



1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file or email or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. GCCS retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's email account.

### **Personal Business**

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

Records maintained on any personal device or messages sent or received on a personal device that is being used to conduct GCCS business may be subject to disclosure, pursuant to a subpoena or other lawful request.

### **Social Media**

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

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed are their own and not those of the School;

- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

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

### Personal Appearance/Standards of Dress

GCCS employees serve as role models to the School's students. All employees should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all employees shall adhere to the following standards of dress:

- Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in dresses or skirts that are no higher than three (3) inches above the knee.
- Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Principal.
- Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Avoid jeans with holes, rips or significant fading. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
- Skirts and dresses should be no higher than three (3) inches above the knee.
- All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
- For safety purposes, earrings must not dangle more than one (1) inch below the ear.

- Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
- Appropriate shoes must be worn at all times.

## **Health and Safety Policy**

It is the goal and responsibility of GCCS to provide a safe and healthy environment for our employees, students, and the general public. It is the responsibility of each employee to assure their own personal safety and to develop a concern for safety of others. GCCS is committed to providing and maintaining a healthy and safe work environment for all employees. Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the GCCS Principal any potential health or safety hazards, and all injuries or accidents.

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

## **Workplace Violence Prevention Plan**

Please review the regularly updated GCCS Workplace Violence Prevention plan (inclusive of policies and procedures) for details on how GCCS employees and administrators should recognize potential threats, respond to potential threats, and record the resolution of threats in the workplace.

## **Hepatitis B Vaccine**

All employees involved in activities that present potential occupational exposure to bloodborne pathogens, are eligible for the Hepatitis B vaccine. SLOCOE's Human Resources Department, in cooperation with the GCCS Principal, administers the Hepatitis B vaccine program. The vaccine shall be provided at no cost to the employees. The vaccine is a series of three injections administered over a six-month period. Contact SLOCOE's Human Resources Department for locations and dates when the vaccine will be administered.

Employees have the right to decline the vaccination. Those who do shall sign a declination form upon hire. Employees who initially decline the Hepatitis B vaccine and later wish to have it may then have the vaccine provided at no cost. Employees are encouraged to discuss any questions/concerns about the Hepatitis B vaccine with their personal physician.

## **Post-Exposure Evaluation and Follow-Up**

All exposure incidents shall be reported to the GCCS Principal immediately. Some examples of exposure incidents include: an employee bitten by a student; blood, saliva or vomit entering the eyes, nose, mouth or an open wound; clean up of blood, saliva,

semen, or vomit without personal protective equipment; a search resulting in a needle stick or cut by a contaminated sharp object. Employees who experience an exposure incident will be offered post-exposure evaluation and follow-up in accordance with OSHA Standard.

## **Training**

Training will be provided to all employees involved in activities which present potential occupational exposure to bloodborne pathogens. Employees will receive training upon hire, and then on an annual basis thereafter.

## **Security Protocols**

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

## **Occupational Safety**

GCCS is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

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

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

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

### **Accident/Incident Reporting**

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

## **Reporting Fires and Emergencies**

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

## **Violence-Free Workplace**

GCCS has zero tolerance for workplace violence because it recognizes that workplace violence is a growing nationwide problem, which needs to be addressed by all employers. Consistent with this philosophy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect GCCS employees or which occur on GCCS property will not be tolerated.

Acts or threats of violence include conduct which is sufficiently severe, offensive or intimidating to alter the employment conditions or to create a hostile, abusive, or intimidating work environment for one or several GCCS employees. Examples of workplace violence include, but are not limited to, the following:

- All threats or acts of violence occurring on GCCS premises, regardless of the relationship between the GCCS and the parties involved in the incident.
- All threats or acts of violence occurring off GCCS premises, involving someone who is acting in the capacity of a representative of GCCS.
- All threats or acts of violence occurring off GCCS property involving a GCCS employee if the threats or acts affect the legitimate interest of GCCS.
- Any acts or threats resulting in the conviction of an employee or of an individual performing services for GCCS on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence which adversely affect the legitimate interests and goals of GCCS.

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

- Hitting or shoving an individual.
- Threatening an individual or his/her family, friends, associates, or property with harm.
- The intentional destruction or threat of destruction of GCCS property.
- Harassing or threatening phone calls or emails.
- Harassing surveillance or stalking.
- The suggestion or intimation that violence is appropriate.
- Unauthorized possession or inappropriate use of firearms or weapons.

GCCS's prohibition against threats and acts of violence applies to all persons involved in GCCS's operation, including but not limited to GCCS personnel, contract, and temporary employees and anyone else on GCCS property, or acting as a representative off of GCCS property. Violations of this policy will lead to disciplinary action (up to and including dismissal) and/or legal action as appropriate.

Every employee and every person on GCCS property is encouraged to report incidents of threats or acts of physical violence which he/she is aware. Reports should be made to the GCCS Principal, Assistant Principal, or the Executive Assistant if the GCCS Principal is not available. Nothing in this policy alters any other reporting obligations established in policies or in state, federal or other applicable law.

## **EMPLOYEE WAGES AND HEALTH BENEFITS**

For certificated staff any provisions expressed by an employment contract, including a collective bargaining agreement governing the terms and conditions of the Certificated Employee's employment. The applicable collective bargaining agreement of certificated employees may alter the at-will default of the employment relationship.

For exempt salaried employees not covered by a collective bargaining agreement, including management, the provisions expressed by an employment contract govern the terms of employment. Exempt employees are expected to be present during business hours and to commit whatever additional time beyond business hours (evening and weekends) is necessary to satisfactorily complete all job requirements.

### **Classified Employees**

It is the policy of the School that all classified employees are considered "at-will" employees of the School.

#### **Job Assignment**

You will be provided with a Class Specification form upon initial employment and when any subsequent and significant change occurs, i.e., modification of job or reclassification of your position. The GCCS Administration will thoroughly discuss specific duties and responsibilities. You are encouraged to ask questions about areas of uncertainty, regardless of how insignificant you may believe them to be.

#### **Salary Schedule**

The GCCS Classified Salary schedule consists of a job title and a 12-step salary range for each position. The salary range for each position is assigned according to the degree of knowledge, complexity, accountability and working conditions required. Any salary increase given to all GCCS classified employees would apply to all of the positions on the salary schedule. Adjustments to the salary schedule do not affect step increases listed below.

#### **Initial Placement on the Salary Schedule**

New hires are typically hired at Step 1 of the salary range. New hires with significant work experience supporting at-promise youth may be placed on step two or three of the salary range upon hire, based on verification and equivalency assessment of the work experience at the discretion of the GCCS Administration.

#### **Step Increases**

GCCS Classified employees shall advance to the next step on the salary schedule on July 1 of every year, so long as the employee earns a satisfactory performance evaluation by April. Classified employees hired on or after April 1 will receive a step increase on July

1 of the following calendar year so long as the employee earns a satisfactory evaluation from the GCCS Administration.

### **Payroll Withholdings as Applicable to all Employees**

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

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability. These contributions also cover Paid Family Leave (PFL) benefits to those out of work to care for a seriously ill family member or bond with a new child. SDI and PFL benefits are managed by California Employment Development Department (EDD) and are not determined by the School.
5. CalSTRS or CalPERS Contributions: The School participates in the California State Teachers Retirement System (CalSTRS) and the California Public Employees Retirement System (CalPERS), which are pension programs that provide defined benefits to qualifying members in retirement. Employees will have a percentage of their pay withheld to contribute to CalSTRS or CalPERS, and the School will also make a monthly contribution on the employees' behalf.

Employees may also have deductions made to their paychecks when a wage overpayment occurs. The School will provide the employee with a written notice which describes the wage overpayment and will afford the employee an opportunity to respond before commencing any recoupment action. If the employee disputes the wage overpayment, the School shall initiate a legal action to validate the overpayment before proceeding with recoupment. The School may require the employee to reimburse an overpayment through a mutually agreeable method, including through cash repayment or a deduction of the employee's payroll check, among other options. An employee who is separated from employment before full repayment of the overpayment amount shall have any remaining amounts withheld from their final check. The School also reserves the right to exercise any and all other legal means to recover any additional amounts owed. The School shall provide employees with advance written notice of the deduction prior to the pay period when it will go into effect.



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

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

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

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

### **Wage Attachments and Garnishments as Applicable to all Employees**

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

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

### **Non-Exempt Employees**

#### **Overtime Pay**

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

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

workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

### Paydays

Paydays are scheduled twice per month. If an employee observes any error in his or her check, it should be reported immediately to the Principal.

### Work Hours

Work hours, rest breaks, and lunch periods will be appropriately scheduled by the GCCS Principal in compliance with the California Labor Code and will vary by assignment. The regular workday schedule for nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours.

### Duty Day Calendars

Duty Day calendars shall be completed by GCCS classified staff who are working less than a twelve-month, year-round assignment. The Executive Assistant will assist in this process at the beginning of each school year. The calendar must be approved by the GCCS Administration.

### Timecards/Records

By law, GCCS is obligated to keep accurate records of the time worked by Substitute employees, and Regular employees working extra-duty. Such employees shall be required to utilize the School's timecard system.

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

Regular employees working extra-duty must accurately report the type of work performed as well as the duration of work. The GCCS Principal may require advance-approval on any extra-duty work.

Employees are solely responsible for ensuring accurate information on their timecards and remembering to record time worked. If an employee forgets to mark their timecard or makes an error on the timecard, the employee must contact the GCCS Principal to make the correction and such correction must be initialed by both the employee and the GCCS Principal.

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

## **Medical Coverage**

Applicable to eligible employees (unless expressed by separate contract)

An employee is eligible for medical coverage if he or she is a regular employee working for the School in a position that is at least 0.50 Full-Time Equivalent (FTE). Employees who go from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change. Full-Time (0.90 FTE or above) employees must enroll in the insurance plan.

### When Coverage Starts

Employee coverage will begin on the first day of employment or if hired mid-month it will start on the first day of the next month. The open enrollment period for changing insurance coverage runs during June/July each year with changes effective October 1 of each year.

## **Health, Dental and Vision Insurance**

Applicable to eligible employees (unless expressed by separate contract)

GCCS employees are in an insurance pool with SLOCOE employees and pay the same rate as SLOCOE employees. Employees working less than full-time will have their benefits prorated based on the number of hours worked. Health, dental and vision insurance is offered to the employee and all eligible dependents. A \$50,000 life insurance policy is also provided for all classified and certificated employees who enroll in the health care coverage. All full-time employees are required to take insurance coverage. Part-time employees may decline coverage by filling out a Declination of Coverage form and returning it to SLOCOE's HR Department. (Contact a SLOCOE HR Specialist with any questions you may have.) An enrollment form must be submitted as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage. It is the employee's responsibility to request a change form from SLOCOE's HR Department to report changes in eligible dependents. All changes must be reported within 30 days to assure uninterrupted coverage.

## **Credit Union**

All employees are eligible for membership in the School Employees of San Luis Obispo County Credit Union ("SESLOC"). The credit union operates in order that employees might conveniently save money through payroll deductions. It also enables employees to borrow money, which may be repaid through payroll deductions. To join the credit union, employees must go in person to apply at their SESLOC office.

## **Retirement Coverage**

### Non-Classified Retirement Benefit

Certificated employees should refer to the applicable collective bargaining agreement.

Management employees should refer to the terms of their employment contract.

## Classified Employee Retirement Benefit

Membership in the Public Employees' Retirement System ("PERS") is mandatory for classified employees working four or more hours per day on a regular basis, unless they were previous members of the State Teachers' Retirement System ("STRS"). Retirement contributions are made through payroll deductions. These deductions are sheltered from taxation until an employee retires or withdraws the funds. In order to be eligible for retirement benefits, an individual must have attained age 50 and have 5 years of service credits. Upon separation, employees may request a refund of the contributions; leave the contributions on deposit until retirement age is attained; or roll over funds to a personal IRA. Unused sick leave may be added to service to extend service credit at the time of retirement.

Members of PERS are also covered by a "Survivor Benefit" program with a mandatory monthly deduction which is not refundable. This provides an income for survivors in the event of the death of a member while in service before attaining retirement age. Employees may contact the SLOCOE's Payroll Department or CalPERS directly for more detailed information regarding retirement benefits.

## Additional Retirement Benefits

The GCCS established a Restricted Retiree Health Insurance Fund that is the sole funding source for any post-employment ("Retiree") health care contributions made to retirees eligible for this program. The Restricted Retiree Health Insurance Fund may be eliminated in the event that there is insufficient or a lack of funds as determined by the GCCS administration and the actuarial study. If the actuarial study determines that there are not sufficient funds to cover the eligible retirees' duration for three years, the administration shall determine remaining benefit and eligibility. The GCCS administration will determine the amount of fund balance necessary for the Restricted Retiree Health Insurance Fund based on an annual actuarial study conducted by a licensed actuarial firm. The GCCS will pay the cost of the actuarial study, which will be conducted by December 31st each year.

A non-bargaining unit employee who has reached their 62nd birthday, but not their 65th birthday, and with 15 years of consecutive and continuous service at GCCS who retires by going directly from active employment with the Employer to service retirement through STRS or PERS is eligible to participate in the medical, dental and/or vision benefit plan set forth below. The bargaining unit member must retire to the STRS or PERS retirement system; a unit member is not eligible if they resign and continue employment elsewhere where full time benefits are available.

In order to be eligible for retiree health benefits, the employee must be enrolled in the plan the year prior to the year of retirement.

Payment for the retiree's portion of the payment is due at the same time as if made by payroll deduction and the Employer may change the necessary administrative fee, if any. If a retiree's contribution is more than 30 days late, the Employer may discontinue

eligibility and coverage by providing written notice at least 15 calendar days before eligibility and coverage will cease, advising that eligibility and coverage will cease on a specified date at least 15 calendar days after the date of the written notice unless payment has been received by that date.

Once an eligible employee's retirement has been approved by the GCCS board and as determined by an annual actuarial study, that employee shall receive, if the employee so chooses, the full Retirement Health Care benefit-in an amount equal to the district's contribution on behalf of an active regular GCCS employee-for the duration of the employee/retiree's eligibility. Upon approval, eligible retirees are guaranteed this benefit from the time they qualify and begin receiving this benefit until they are eligible for Medicare. In no event shall the benefit be provided beyond the age of 65.

For the purposes of calculating "years of consecutive and continuous service," non-disciplinary district approved leaves of absence shall not be considered as a break in service.

### **Section 125 Flexible Benefit Plan**

This plan allows for the use of "pre-tax" dollars to pay for the employee portion of certain benefits. Additionally, employees with dependent care or health related costs may set aside additional pre-tax dollars to pay for these expenses. Contact the SLOCOE HR Department for more information.

### **COBRA Benefits**

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

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

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

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

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

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

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

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

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

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

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- GCCS stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

## **PERSONNEL EVALUATION AND RECORD KEEPING**

Performance evaluations provide formal opportunities for employees and supervisors to discuss performance regarding delivery of services provided by this office to its clients. Performance evaluations are the result of on-going communication between the GCCS Principal and employee, and foster a learning environment that encourages personal and professional excellence. All evaluations are based on established job performance criteria for specific positions. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Newly hired employees may have their performance goals reviewed by the GCCS Principal within the first ninety (90) days of employment.

A regular performance evaluation will be conducted a minimum of once each year, and shall be completed 30 days prior to year end. Advancement to the next step on the established Salary Schedule will occur July 1 only after receipt of a satisfactory performance evaluation. Classified employees hired on or after April 1 will receive a step increase on July 1 of the following calendar year after receipt of a satisfactory evaluation.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. As applied to Classified employees, salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with the GCCS Principal, and that they are aware of its contents.

Salary and potential for advancement will be based largely upon job performance. On a periodic basis, the GCCS Principal will review employee job performance with an employee in order to establish goals for future performance and to discuss current performance. GCCS's evaluation system will in no way alter the at-will employment relationship.

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

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

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees

also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. GCCS will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the GCCS Principal. Only the GCCS Principal or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

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



## **HOLIDAYS, VACATIONS AND LEAVES**

GCCS observes holidays as shown on the annual instructional GCCS calendar. The following holidays are generally observed by public entities, including public schools:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

An employee must be in paid status on the workday immediately preceding or succeeding the holiday to be paid for the holiday. If a holiday falls on a Saturday, the preceding Friday is deemed the holiday. If the holiday falls on a Sunday, the following Monday is deemed to be the holiday.

It should be noted that some of the holidays are outside of the two (2) twenty-two week sessions, and therefore some employees may not be eligible for all holidays. Holiday pay is built into the annual salary which is equalized over twelve months. SLOCOE's Payroll Department will determine the number of paid holidays based upon the annual GCCS instructional calendar.

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

### **Vacation**

Certificated employees should refer to the applicable collective bargaining agreement.

Management employees should refer to the terms of their employment contract.

### **Classified**

Classified GCCS employees accrue vacation. Full-time, 8 hours per day, classified employees accrue at the rate of 11.33 hours per month over twelve (12) months, or 17 days per year. Employees working less than full-time receive a prorated vacation accrual. As an example, classified instructional staff working 213 duty days accrue 9.91 hours per

month over eleven (11) months.

Due to the nature of the GCCS program, and in order to provide continuity of instruction to the students, instructional-year classified employees shall be paid for earned and unused vacation at the end of each school year. All vacations must be pre-approved by the GCCS Principal.

Vacation time may not be utilized before it is earned. An employee whose employment terminates will be paid for accrued unused vacation days. Vacation can accrue up to a maximum of 25 days (200 hours) of pay. Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

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

Any vacation time taken during the school year or otherwise should be coordinated and cleared by the Principal subject to scheduling and seniority. No vacation time may be taken by clerical staff during the last two weeks of August unless specifically authorized by the Principal.

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

### **Unpaid Leave of Absence**

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

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

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

### **Sick Leave**

To help prevent loss of earnings that may be caused by accident or illness, or by other

emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) or a designated person (i.e., a person identified by the employee at the time the employee requests sick leave) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees are limited to one (1) designated person per twelve (12) month period. Employees may also take paid sick leave to receive medical care or other assistance to address qualifying acts of violence, including but not limited to domestic violence, sexual assault, or stalking, that are committed against themselves or a family member.

Paid sick leave is available to all School employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. All eligible employees shall be credited with forty (40) hours of sick leave at the beginning of each work year.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2) hours. Accrued sick leave does not carry over from year to year and the School does not pay employees in lieu of unused sick leave.

If an employee is absent longer than five (5) days due to illness, medical evidence of their illness and/or medical certification of their fitness to return to work satisfactory to the School may be required. The School will not tolerate abuse or misuse of the sick leave privilege. If the School suspects abuse of sick leave, the School may require a medical certification from an employee verifying the employee's absence.

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

### Personal Necessity Leave

Personal necessity leave refers to a type of use of paid sick leave, not a separate leave accrual. A qualifying "personal necessity" is defined as: Circumstances of an emergency or serious nature which the employee cannot reasonably be expected to disregard, and requires the attention of the employee during assigned hours of work. Personal necessity leave may be used during:

- Death of an immediate family member when additional leave is required beyond that provided by the Bereavement Leave Policy;
- An accident involving your personal property, a member of your immediate family, or an immediate family member's property;
- Appearance in court as a litigant or a witness under subpoena;
- Religious holiday;
- To attend to an illness of your child, parent, spouse or registered domestic

- partner;
- Other occasions an employee cannot reasonably be expected to disregard during working hours, subject to supervisor approval.

Personal necessity leave must be approved by the GCCS Principal, and requested at least three (3) working days in advance, except in cases of death, serious illness of immediate family members, or accident involving personal property. Personal necessity leave may not be used for any form of vacation, or to extend a school holiday or vacation period or for personal gain. Personal necessity days are deducted from an employee's sick leave balance. Personal necessity leave does not accrue or roll over into future year.

## **Family Care and Medical Leave**

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

- **Employee Eligibility Criteria**

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

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

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they each will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).

- a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
  - b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
  - c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
  - d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, sibling, or designated person for CFRA purposes. “Designated person” refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship. Employees are limited to one (1) designated person per twelve (12) month period.
  4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
  5. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.
- Amount of FMLA/CFRA Leave Which May Be Taken
    1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time

employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.

2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
  3. The “twelve month period” in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
  4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA or CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.
- Pay during FMLA/CFRA Leave
    1. An employee on FMLA/CFRA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
    2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
    3. If an employee has exhausted his/her sick leave, leave taken under FMLA/CFRA shall be unpaid leave.
    4. The receipt of sick leave pay or State Disability Insurance and/or Paid Family Leave benefits will not extend the length of the FMLA/CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

- Health Benefits

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

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

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

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

- Seniority

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

- Medical Certifications

1. An employee requesting FMLA/CFRA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen [15] days of the School's request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is

necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate a certification as needed.

3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
  4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.
- Procedures for Requesting and Scheduling FMLA/CFRA Leave
    1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA/CFRA leave policy.
    2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
    3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
    4. If FMLA/CFRA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
    5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
    6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has



equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- **Return to Work**
    1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
    2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
    3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
    4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
  - **Employment during Leave**

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

## **Pregnancy Disability Leave**

PDL covers the temporary disability resulting from pregnancy. Employees who anticipate the need for PDL should contact SLOCOE's Human Resources Department as early as possible. This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria

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

- Events That May Entitle an Employee to Pregnancy Disability Leave

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

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

- Duration of Pregnancy Disability Leave

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

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

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

- Pay during Pregnancy Disability Leave

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

- **Health Benefits**

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

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

- **Seniority**

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

- **Medical Certifications**

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen

(15) days of the leave request) may result in a denial of the leave request until such certification is provided.

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

- **Requesting and Scheduling Pregnancy Disability Leave**

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- **Return to Work**

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same

position, she must be reinstated to a comparable position unless one of the following is applicable:

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

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

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with GCCS policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- **Employment during Leave**

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

### **Industrial Injury Leave (Workers' Compensation)**

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safer workplace, all employees must be safety-conscious at all times. Report work-related injuries or illnesses immediately to the GCCS Principal. GCCS, in accordance with state law, provides insurance coverage for employees in cases of work-related illness or injury. The workers' compensation benefits provided to injured employees may include:

- Medical care;

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

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

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

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. GCCS, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation. It is the responsibility of the manager to follow up when an employee reports an industrial (work-related) illness or injury. It is imperative that the following guidelines be followed when an industrial injury or illness occurs.

1. Injuries on the job, regardless of how minor, should be reported to the GCCS Principal, Assistant Principal, and Executive Assistant immediately and cared for by first aid or, if necessary, by a doctor. It is the employee's responsibility to immediately report any accident/illness. If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
2. If an injury or illness requires medical attention, the GCCS Principal, Assistant Principal, and Executive Assistant must be notified, and the employee will be instructed to seek treatment at one of the designated medical facilities. Whenever possible, the GCCS Principal or designee will accompany the employee to the designated medical facility. Unless an employee has received approval – **prior** to sustaining an industrial injury/illness – to seek medical treatment from a designated medical doctor, GCCS has the right to designate the treating physician in all industrial injury and illness cases for the first 30 days of treatment.
3. Failure by an employee to report a work-related injury by the end of his/her shift

could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.

4. Employees should not seek medical treatment without authorization from the GCCS Principal, Assistant Principal, and Executive Assistant. Proper procedure must be followed for GCCS to accept responsibility for an injury and related medical bills. Treatment at a hospital emergency room is only authorized when an actual emergency exists.
5. When there is a job-related injury that results in lost time, the employee must have a written medical release from the School's approved medical facility before returning to work. If modified work or time off is recommended, the restrictions should be discussed with the GCCS Principal, Assistant Principal, and Executive Assistant.  
Questions regarding injury, status during time off, medical bills, etc., should be directed to the GCCS Principal, Assistant Principal, and Executive Assistant.
6. Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

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

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

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

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

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

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

### **Bereavement Leave**

Except if stated expressly otherwise by employment contract, all employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of bereavement leave due to the death of a covered family member (spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law). Exempt employees are entitled to up to three (3) days of pay during bereavement leave. For all other employees, bereavement leave shall be unpaid unless an employee elects to use available accrued/unused paid leave. Bereavement leave must be utilized within three (3) months of the covered family member's date of death. Bereavement pay will not be used in computing overtime pay. Upon request, an employee may be required to provide documentation of the death of a covered family member.

### **Reproductive Loss Leave**

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of leave upon the employee experiencing a reproductive loss event. A reproductive loss event includes any failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Reproductive loss leave must be used within three (3) months of a reproductive loss event. Employees may take up to twenty (20) days of leave due to qualifying reproductive loss events within a twelve (12) month period. Reproductive loss leave shall be unpaid unless the employee elects to use available accrued/unused paid leave. Reproductive loss leave shall not be used in computing overtime pay.

### **Jury Duty or Witness Leave**

If a summons for jury duty is received, it must be presented to the employee's supervisor immediately, in order for duties to be reassigned in advance of the absence. For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. Certificated employees should refer to the applicable collective bargaining agreement. For all



nonexempt employees, the School will pay for up to three (3) days if an employee is called to serve on a jury. No deduction will be made from regular salary; however, any money received (other than for mileage) should be forwarded to SLOCOE's Human Resources Department.

### **Voting Time Off**

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

### **School Appearance and Activities Leave**

As required by law, GCCS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of GCCS, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

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

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

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

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

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

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

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation, may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

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

### **Victims of Abuse Leave**

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

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

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

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.

3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

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

### **Returning From Leave of Absence**

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

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

## **DISCIPLINE AND TERMINATION OF EMPLOYMENT**

### **Code of Ethics**

The maintenance of high ethical and moral standards in public business is the basis of effective government. Since public confidence is endangered when ethical standards falter, all officers and employees must act with unwavering integrity, absolute impartiality and devotion to the public interest.

GCCS employees should observe the following principles:

1. There shall be no discrimination in any GCCS activity due to race, religion, gender, sexual orientation, age, national origin, physical handicap or political affiliation.
2. No employee shall accept any fee, compensation, gift, payment of expenses, or any other thing of monetary value in circumstances in which acceptance may result in, or create appearance in:
  - Use of position for private gain;
  - Preferential treatment of any person;
  - Impeding governmental efficiency or economy; OR
  - Any loss of complete independence or impartiality or any adverse affect on the confidence of the public in the integrity of GCCS.
3. Persons in the public service shall not disclose confidential information acquired by or available to them in the course of their employment with GCCS or use such information for speculation or gain.

### **Rules of Conduct**

Employees are to maintain the highest ethical standards, behave professionally, follow School policies and regulations, abide by state and federal laws, and exercise good judgment when interacting with students and other members of the School community. Employees shall engage in conduct that enhances the integrity of GCCS, advances the goals of GCCS's educational programs, and contributes to a positive School climate. Each employee is expected to acquire the knowledge and skills necessary to fulfill their responsibilities and to contribute to the learning and achievement of students.

Groups of people who are working together require guidelines pertaining to their conduct and to support productive working relationships. GCCS expects employees be collaborative and to treat others with respect. GCCS management will promptly address infractions with discipline up to and including termination or corrective action when employee's conduct violates this policy, interferes with GCCS operations and/or interferes with staff's ability to perform work.

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of

conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Engaging in any conduct that endangers students, staff, or others, including, but not limited to, physical violence, threats of violence, or possession of a firearm or other Weapon (See Violence-Free Workplace Policy in this Handbook.)
2. Inappropriate socialization and/or fraternization with a student
3. Soliciting and/or encouraging inappropriate communication (written, verbal, or physical) with a student
4. Possessing or viewing any pornography on school grounds
5. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
6. Unprofessional conduct.
7. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
8. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
9. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
10. Fighting or instigating a fight on School premises.
11. Violations of the drug and alcohol policy.
12. Using or possessing real or replica firearms, weapons or explosives of any kind on School premises.
13. Gambling on School premises.
14. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and timecards.
15. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record the clock card.
16. Use of profane, abusive, threatening or intimidating language and/or or unprofessional conduct disrupting work and/or instruction with unreasonable loud noise or other action
17. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
18. Excessive absenteeism or tardiness excused or unexcused.
19. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
20. Immoral or indecent conduct.
21. Conviction of a criminal act.
22. Engaging in sabotage or espionage (industrial or otherwise).
23. Violations of the sexual harassment policy.
24. Failure to report a job-related accident to the employee's manager or failure to take

- or follow prescribed tests, procedures or treatment.
- 25. Sleeping during work hours.
- 26. Release of confidential information without authorization.
- 27. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
- 28. Refusal to speak to supervisors or other employees.
- 29. Dishonesty.
- 30. Allowing a visitor onto campus without prior authorization and without the appropriate clearances.
- 31. Failure to possess or maintain the credential/certificate required of the position.
- 32. Failure to disclose a pending action against the employee's credential by the California Commission on Teacher Credentialing.
- 33. Failure to adequately supervise (e.g. employees must be free from distraction and are prohibited from personal cell phones while on supervision duty).
- 34. Causing damage to or engaging in theft of property belonging to another (students, staff, or the School)
- 35. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
- 36. wastes of time or material, neglect of job, duties or responsibilities.

### **Anti-Nepotism Policy**

Consistent with the principle that employees and prospective employees of GCCS shall be hired, evaluated, and advanced on the basis of individual merit, without reference to considerations of race, sex, religion, sexual orientation, or national origin, or any other factors not involving professional qualifications and performance, the following restrictions, designed to avoid the possibility of favoritism based on family or personal relationship, shall be observed with respect to personnel:

- 1. No one with supervisory responsibility shall hire or recommend for hire any related person.
- 2. Related persons currently employed by the School shall immediately disclose all family and personal relationships with other School employees. All persons wishing to be considered for employment with the School shall disclose family and personal relationships with then-current School employees or students.
- 3. With respect to proposed employment decisions which would result in the concurrent service of related persons within the same department, a person related to an incumbent employee may not be employed if the professional qualifications of other candidates for the available position are demonstrably superior to those of the related person.
- 4. With respect to the concurrent service of related persons within the same department, neither related person shall be permitted, either individually or as a member of the faculty or as a member of a committee, to participate in the evaluation, advancement, or salary decisions of the other related person.

5. Consistent with applicable conflict of interest laws as affirmed in the GCCS Charter and MOU with the Charter Authorizer, no member of the Board, School administration or faculty member shall engage in recommendations, discussions, or otherwise participate in any decision or recommendation relating to the appointment, promotion, retention, tenure, or employment of a related person.
6. In the event of a lack of candidates, a need for specialized skills, or other unique circumstances as determined on a case-by-case basis, the restriction against hiring related persons may be waived in the best interest of GCCS upon the approval of the GCCS Board of Directors, subject to compliance with other applicable conflict of interest laws.
7. When other qualified candidates have not applied, assignments of short duration (generally less than 60 working days) may be exempt from these guidelines, subject to compliance with other applicable conflict of interest laws.
8. This policy shall not supplant the application of applicable conflicts of interest laws to GCCS.

#### Definition of "Related Persons"

The following relationships create related persons:

- Parent and child
- Siblings
- Grandparent and grandchild
- Aunt and/or uncle and niece and/or nephew
- First cousins
- Spouses and registered domestic partners
- Guardian and ward
- Any corresponding in-law, step, or adoptive relative, or anyone residing in a permanent basis in the home of a current School employee or student.
- Persons engaged in amorous relationships; an amorous relationship exists when two persons voluntarily have a physical relationship or are engaged in a romantic courtship (e.g. dating or engaged) that may or may not have been consummated.

#### Policy Statement on Consensual Relationships

Consensual romantic or sexual relationships between supervisors and employees and between faculty /staff are potentially exploitative and must be avoided. They raise serious concerns about the validity of the consent, conflicts of interest, and unfair treatment of others. In addition, a supervisor will be prohibited from evaluating an employee's job performance if he/she is romantically/sexually involved with that employee.

The School's anti-nepotism policy precludes individuals from evaluating the work performance of others with whom they have intimate familial or personal relationships, or from making hiring, salary, or similar financial decisions concerning such persons. The

same principles apply to supervisor-employee relationships in the context of work or academic evaluation.

Violations of this Policy Statement on Consensual Relationships, if proven, will result in the imposition of corrective actions and/or disciplinary sanctions, up to and including termination of employment.

### **Off-Duty Conduct**

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

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

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

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

### **Termination of Employment**

Should it become necessary for an employee to terminate their at-will employment with



the School, employees should notify the Principal regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

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

## **INTERNAL COMPLAINT REVIEW**

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

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

### **Internal Complaints**

(Complaints by Employees Against Employees)

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

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

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

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

### **Policy for Complaints Against Employees**

(Complaints by Third Parties Against Employees)

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

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Principal or Board President (if the complaint concerns the Principal)

as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

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

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

### **General Requirements**

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

## **AMENDMENT TO EMPLOYEE HANDBOOK**

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

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

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

## APPENDIX A

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

List any witnesses that were present:

\_\_\_\_\_

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

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

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

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

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

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

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

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

## APPENDIX B

### INTERNAL COMPLAINT FORM

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

To be completed by School:

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



## GRIZZLY CHALLENGE CHARTER SCHOOL

### Acknowledgment of Receipt of Classified Employee Handbook

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE GCCS PRINCIPAL.

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

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

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

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

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

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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