



# **GATEWAY COMMUNITY CHARTERS, INC**

## **EMPLOYEE HANDBOOK**

**GCC Board approved: 8/29/2023**

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## **WELCOME TO GATEWAY COMMUNITY CHARTERS**

It is a pleasure to extend a warm welcome to you as an employee of Gateway Community Charters (GCC). We are pleased that you have chosen to be a part of our family and team.

GCC was founded in 2003 through an innovative partnership with the former Grant Joint Union High School District. Our first school, Community Outreach Academy, officially opened that fall with approximately 300 students in grades K-10. Building on our initial success, over the past 20 years we have grown to include nine successful charter schools serving approximately 5,800 students in grades TK (transitional kindergarten) through high school.

Each of our nine schools has a different and unique focus to meet the needs of the community it serves. Our mission is focused on providing access to innovative, quality, standards-based educational opportunities for all students – particularly those who are vulnerable, unserved, and at-risk. At GCC, we are investing in classroom technology and methodologies to bring our students and their education into a rich and diverse future. We believe that everyone in our organization is significant and has an important role in providing for the educational needs of students. For this reason, GCC created a Blueprint for Excellence, a living document that is revised annually with input from multiple stakeholders. The Blueprint is designed to make clear the vision, mission, core values, core commitments, goals and future plans of the organization.

This employee handbook was designed specifically for you, so that you are familiarized with important GCC policies and procedures, how GCC is organized, the benefits to which you are entitled and your responsibilities as an employee. It is our hope that this handbook is a helpful source of information that will serve to make your employment with GCC satisfying and rewarding.

In the event you have questions/concerns that are not answered in this handbook, please bring them to the attention of Director of Human Resources Laura Barragan at (916) 286-5199 ext. 2089 or email [GCCHumanResources@gcccharters.org](mailto:GCCHumanResources@gcccharters.org). To view additional information about GCC, or to view an electronic copy of this handbook, please visit the GCC website at <http://www.gcccharters.org>. Thank you again for choosing to be a part of the GCC.

Sincerely,

Jason Sample – Superintendent/CEO



## **Gateway Community Charters**

### **Board of Directors**

Lillie Campbell, President

Bruce Mangerich, Vice President

Mark Anderson, Treasurer

Jack Turner, Secretary

Harry Block, Director

### **Superintendent/CEO**

Jason Sample

### **Superintendent's Cabinet**

Omaira Reyna, Chief Business Official

Morri Elliott, Executive Director, Educational Programs

Dr. Heather Gold, Executive Director, Educational Programs

Joi Tikoi, Director, Educational Programs

# Gateway Community Charters

## CORE VALUES

**S**tudent Focused

**E**xcellence

**R**esponsibility

**V**aluing People

**I**ntegrity

**C**ollaboration

**E**mpowerment

[WWW.QCCCHARTERS.ORG](http://WWW.QCCCHARTERS.ORG)

## **GATEWAY COMMUNITY CHARTERS EMPLOYEE HANDBOOK**

This Gateway Community Charters Employee Handbook (“Handbook”) is intended to help employees get acquainted with Gateway Community Charters (GCC). It explains our employment guidelines and should serve as a useful reference document throughout one’s employment at GCC. Employees should understand that the Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligation on the part of GCC, the GCC Board of Directors, or employees. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines, notwithstanding any current or future Board Policy that may amend it in any form.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. GCC will try to inform the employees of any changes as they occur.

Some subjects described in this handbook are covered in detail in board adopted policy documents. Refer to these documents for specific information because the handbook only briefly summarizes those guidelines and benefits. Please note that the terms of the written insurance policies are controlling and override any statements made in this or other documents.

The GCC Board of Directors wants to provide a work environment where employees feel well informed. To this end, the GCC makes available all board meetings and agendas open and available to the public. Each board meeting agenda is posted publicly on the web at our GCC website. The website address is <http://www.gcccharters.org/>. On the home page employees can access the board agenda website and perform queries to search for specific topics or agenda items. Employees are encouraged to utilize the information provided on the website and to attend board meetings.

To obtain information regarding specific employment policies or procedures, whether or not they are referred to in this Handbook, employees should contact the Human Resources Dept. at (916) 286-5199 at extension 2089 or email [GCCHumanResources@gcccharters.org](mailto:GCCHumanResources@gcccharters.org). Because GCC is a growing and changing organization, it reserves full discretion to add, modify, or delete provisions of this handbook, or the policies and procedures in which they may be based, at any time, without advanced notice. For this reason, we urge employees to check with Human Resources or their site administration to obtain current information regarding the status of any particular policy, procedure, or practice. No individual other than the Superintendent/CEO (with approval of the GCC Board of Directors) has the authority to enter into any employment agreement that modifies the policies stated. Any such employment agreement must be in writing, signed by the employee, the Superintendent/CEO and, Board President of GCC and expressly reference its intent to modify these policies.

This Handbook is the property of GCC. It is intended for personal use and reference in the normal course of business by employees of GCC. Circulation of this Handbook outside GCC requires the prior written approval of the Superintendent/CEO.

Employees must sign the Employee Handbook Acknowledgment Form and return it to Human Resources annually. This will provide GCC with a record that each employee has received this Handbook. Employees are required to sign an updated acknowledgement each school year.



## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

In keeping with our commitment to the communities that GCC serve, GCC is an equal employment opportunity employer.

It is the policy of the GCC to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity whether or not the employee is transitioning or has transitioned);
- Sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, and 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;
- Sexual orientation;
- Genetic information;
- Military or veteran status;
- Any other consideration made unlawful by federal, state, or local laws.

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

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the GCC 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. For questions, concerns or complaints, please contact Dr. Erik Crawford, GCC Title IX Coordinator, Education Equity Compliance at 5112 Arnold Ave, Suite A McClellan, CA 95652. Telephone: 916-286-5129, Fax: 916-993-4167, email: [Erik.Crawford@GCCCharters.org](mailto:Erik.Crawford@GCCCharters.org).

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the GCC Title IX Coordinator 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. GCC then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. GCC 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 GCC will make the accommodation.

GCC prohibits the discrimination, harassment, intimidation and bullying of any individual on any of the basis listed above. For information about the types of conduct that constitute harassment and GCC's internal procedures for addressing complaints of harassment, please refer below to GCC's Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation. The above policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, etc. It is the responsibility of every employee to conscientiously follow this policy.

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

GCC is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks and twists); color; gender (including gender identity and gender expression); 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 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; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

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

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

When GCC receives allegations of unlawful harassment, discrimination, or retaliation, the Director of Human Resources (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. GCC is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

## Prohibited Unlawful Harassment

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

## Prohibited Unlawful Sexual Harassment

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

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Principal. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form".

Sexual harassment may include, but is not limited to:

- 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 individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential 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 in the workplace or educational environment, 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 or educational 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 individual by sex in an area of the workplace or educational environment (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 GCC policy.

### Compliance Officers

The GCC Board of Directors designates the following compliance officer(s) to receive and investigate compliance and to ensure GCC's compliance with law: Employee complaints Director of Human Resources, and Student complaints Director of Special Education and Student Support Services at 5112 Arnold Ave, Suite A, McClellan, CA 95652.

The Superintendent/CEO or designee shall ensure tht employees designated to investigate complains are knowledgeable about the laws and programs for which they are responsible.

### Employee Complaints

Employees may also direct their complaints to the California Civil Rights Department (CRD), which has authority to conduct investigation of the facts. The deadline for filing complaints with the (CRD) is one year from the date of the alleged unlawful conduct. If the (CRD) believes a complaint is valid and settlement efforts fail, the (CRD) may seek an administrative hearing before

the California Civil Rights Department Commission (CRDC) or file a lawsuit in court. Both the CRDC and the courts have authority to award monetary and non-monetary relief in meritorious cases. Employees can contact the nearest CRD office or the CRDC by checking the State Government listings in the local telephone directory.

## **DIVERSITY, EQUITY AND INCLUSION STAFF POLICY**

GCC is committed to fostering a diverse workforce, and maintaining a workplace that is equitable, inclusive and safe for all employees. From recruiting practices to pay and benefits, promotions, and all other aspects of employment with us, an environment of equity is of the utmost importance.

We not only recognize that you, our employees, comprise a wide range of backgrounds and characteristics, but we believe those differences should be celebrated and valued. Whether it's race, religion, gender, national origin, ancestry, color, language, age, marital status, sexual orientation, gender identity, gender expression, physical or mental disability, medical condition, genetic information/characteristics, veteran status, political affiliation or any other characteristic, these are parts of each of you that contribute to your experiences as humans, and ultimately to the knowledge and expertise that make you a valuable asset to the GCC.

The GCC is committed and determined that there is access, opportunity and advancement for all individuals. We are always looking for ways in which we can cultivate an inclusive work environment, strengthen our cultural competency, and train our managers and employees to provide opportunities for growth and development.

It is our intention that all our employees, regardless of any particular background or characteristic, are always treated with respect and dignity. Likewise, we expect that as our employees, you treat your coworkers, supervisors and other team members with the same dignity and respect at all times. Disrespect, inappropriate behavior or conduct toward others will not be tolerated and may subject an employee to disciplinary action, up to and including termination.

If you feel you have been mistreated, harassed, or discriminated or retaliated against in violation of the GCC's Harassment, Discrimination and Retaliation Prevention policy, please contact your supervisor or the HR Department.

## **AT-WILL EMPLOYMENT**

All employment at GCC is "at-will". At-will employees and the employer have the right to terminate employment at any time, with or without advance notice, and with or without cause. Generally, employees also may be demoted or disciplined and the terms of their employment may be altered at any time, with or without cause, at the discretion of the Superintendent/CEO or designee and/or the GCC Board of Directors.

In cases where GCC, in its sole discretion, determines that remediation may be effective in correcting employee performance and/or conduct, GCC may suggest remediation without altering the at-will employment relationship.

GCC reserves the right to decrease or eliminate an employee's salary, hours or work year based upon, among other things, student enrollment, program demand, change in program direction, restructuring, budget considerations or if it is deemed to be in the best interest of the program by the employee's supervisor and/or the Superintendent/CEO.

No one other than the Superintendent/CEO (with GCC Board of Directors ratification) has the authority to alter this at-will arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing, must expressly state that it is changing the at-will relationship, and must be signed by the Superintendent/CEO or designee and by the affected employee.

By receiving a copy of these personnel policies, the employee acknowledges that his/her employment is at-will and that no contract for employment exists.

## **RULES OF CONDUCT**

### **GENERAL CONDUCT**

The following conduct is prohibited and will not be tolerated by GCC. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and GCC operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship.

1. Insubordination – refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee’s manager or proper authority.
2. Inefficiency – including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on GCC 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.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee’s property or GCC property.
5. Fighting or instigating a fight on GCC premises.
6. Violations of the drug and alcohol policy:
  - Drinking alcoholic beverages while on duty or in such close proximity thereto as to cause any detrimental effect upon the employee or upon employees associated or students.
  - Possessing or being under the influence of a controlled substance at work or away from work, or furnishing alcohol or a controlled substance to a minor.
  - Possessing or being under the influence of a controlled substance while not on duty shall be cause for discipline if the conduct adversely affects the employee’s ability to perform the duties or responsibilities of his/her position.
7. Using or possessing firearms, weapons or explosives of any kind on GCC premises.
8. Gambling on GCC premises.
9. Any conduct that is or contributes to an improper use or disclosure of student records or information of any kind as defined by the Family Education Rights and Privacy Act (FERPA), state law, and GCC policies. Employee acknowledges that all student records and information are under the exclusive control of GCC, no matter where located or in what form taken. Only the GCC Superintendent/CEO or designee may authorize the use or disclosure of any student records or information of any kind.
10. 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.
11. Recording the timecard, when applicable, of another employee or permitting or arranging for another employee to record your timecard.

12. Use of profane, abusive or threatening language in conversations with other employees. Intimidating or interfering with other employees.
13. Excessive use of GCC business equipment (e.g., telephone, email, fax machine, etc.) to conduct personal business and/or unauthorized use of telephone lines for personal calls.
14. Conducting personal business during working hours (e.g., talking on cell phone, texting, etc.) that interrupts the business (e.g., while working with students, parents, vendors).
15. Excessive absenteeism or tardiness excused or unexcused.
16. Posting any notices on GCC premises without prior written approval of management, unless posting is on a GCC bulletin board designed for employee postings.
17. Immoral or indecent conduct.
18. Conviction of a criminal act.
19. Engaging in sabotage or espionage (industrial or otherwise).
20. Violations of the sexual harassment policy.
21. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
22. Sleeping during working hours.
23. Poor attitude (for example rudeness or lack of cooperation).
24. Failure to follow established safety regulations.
25. Violating conflict of interest rules.
26. Disclosing or using confidential or proprietary information without authorization.
27. Modifying GCC's standards (i.e., instructional or work performance) without authorization or direction of a supervisor.
28. Leaving the job without authorization.
29. Any other conduct detrimental to other employees or GCC's interests or its efficient operations.
30. Failure to possess or maintain the credential/certificate required of the position.
31. Unprofessional conduct.

## **DRESS CODE POLICY**

All GCC employees are expected to maintain a professional image and it is GCC's intent that work appearance should complement the School's environment and reflect an efficient, orderly, and professional organization. In the interest of presenting a professional image, all employees are to observe good habits of grooming and personal hygiene. This policy is intended to define appropriate appearance during normal business operations.

Each school site may have a specific dress code policy as it pertains to daily activities, location and/or type of environment; however, there are some items and styles that are inappropriate and should not be worn at any time, which include:

- Tight and revealing clothing, low-cut, see-through clothing or separates that expose the midriff
- Spaghetti straps/backless clothing, tank tops,
- Skirts, dresses or shorts shorter than fingertip length (hands relaxed at sides of body)
- Clothing printed with unprofessional slogans and/or logos
- Flip flops
- Any clothing that is distracting to the school environment

This is not an all-inclusive list. Since styles change, it is not possible to include examples of all items that would be unprofessional; thus, management reserves the right to determine appropriateness. Employees are expected to exercise good judgment and discretion in their choice

of attire. Supervisors may give additional dress code exemptions to staff for special assignments with pre-approval of Superintendent/CEO or designee.

The GCC encourages staff, during school hours, 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 staff 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 any apparel that are 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.
- Appropriate shoes must be worn at all times.

Employees who violate the dress code policy and appear for work inappropriately dressed may be sent home and will not be compensated for the time away from work, unless they choose to use paid time-off. Any questions regarding this policy may be directed to a supervisor.

## **OFF-DUTY CONDUCT**

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

While employed by GCC, 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 GCC.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with GCC.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with GCC.
- Additional employment that requires the employee to conduct work or related activities on GCC'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 GCC.

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 Human Resources Department explaining the details of the additional employment. If the additional employment is authorized by the Human Resources Department and/or Superintendent/CEO, GCC assumes no responsibility for it. GCC 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.

## **SOCIAL MEDIA**

The GCC has adopted the following policy with regard to employees' behavior on social networking sites including, but not limited to, Facebook, Twitter, LinkedIn, Pinterest, Instagram, SnapChat and YouTube. If you wish to use networking protocols or set up a social media site as a part of the educational process, please work with your administrators and technology staff to identify and use a restricted, school-endorsed networking platform. Such sites will be the property of the School who will have unrestricted access to, and control of, such sites.

This policy is intended to supplement, not replace, the GCC's other policies, rules, and standards of conduct. For example, GCC policies on confidentiality, use of GCC equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of GCC policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the GCC's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with the GCC.
- Do not post confidential information (as defined in this Handbook) about the GCC, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- While limited and incidental social media activities at work may be tolerated, such social media activities may not interfere with your job duties or responsibilities. Do not use your GCC authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the GCC's background check procedures.
- Be knowledgeable about and comply with the GCC's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from the GCC.
- We encourage you to be fair and courteous to fellow employees, students, parents, vendors, stakeholders, suppliers, or other people who work on behalf of the GCC. We also encourage you to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, stakeholders, suppliers, or other people who work on behalf of the GCC, or that might constitute harassment or bullying.

- Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Please do not post any information or rumors that you know to be false about the GCC, fellow employees, students, parents, vendors, stakeholders, suppliers, people working on behalf of the GCC, or competitors.
- Never represent yourself as a spokesperson for the GCC unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the GCC, make it clear that you are not speaking on behalf of the GCC and that your views do not represent those of the GCC, fellow employees, students, parents, vendors, stakeholders, suppliers, or other people working on behalf of the GCC. It is best to use a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the GCC.”
- Never be false or misleading with respect to your professional credentials.

Employees are not to initiate “friendships” with students or parents. Employees shall not accept students as friends on any personal social networking sites and are to decline any student-initiated friend requests. Employees must delete any students already on their “friends” list immediately. Employees should also be aware that participation in social media, even in a private setting, may not remain private and posts may become public knowledge and/or reported to the GCC.

Employees should weigh whether a particular posting puts his/her effectiveness as a GCC employee at risk. The GCC encourages employees to post only what they want the world to see. Imagine that students, their parents, or administrators will visit your site as most information is available to the general public even after it is removed from the site. Employees may not discuss students nor post images that include students.

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

Employees may not comment on a student's blog or a student's other social networking commentaries.

Employees may not use trade names, or logos belonging to the GCC without express written permission of the Superintendent/CEO or designee.

In the event you have any questions about whether a particular social media activity may involve or implicate the GCC, or may violate this policy, please contact the Superintendent/CEO or designee.

Social media is in a state of constant evolution, and the GCC recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each GCC employee is responsible for using good judgment and seeking guidance, clarification, or authorization before engaging in social media activities that may implicate this policy.

Failure to comply with the GCC social media policy will result in disciplinary action, up to, and including termination.

## **STAFF-STUDENT BOUNDARIES POLICY**

Gateway Community Charters has an exception that all adults maintain professional, moral and ethical relationships with students that are conducive to an effective, safe learning environment. The provisions of this policy apply to all adults relative to their conduct with students in Gateway

Community Charters (GCC) schools and programs. This policy addresses a range of behaviors that include not only obviously unlawful or improper interactions with students, but also boundary-blurring and grooming behaviors that undermine the professional adult/student relationship and can lead to misconduct or the appearance of impropriety.

### *Boundaries Defined*

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

### *Acceptable and Unacceptable Behaviors*

Some activities may seem innocent from a staff member’s point-of-view but could be perceived as flirtation or sexual insinuation from the perspective of students or parents. There is no single reasonable person standard. The purpose of the following lists of unacceptable and acceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to or may be perceived as inappropriate, or sexual misconduct, or “grooming.” Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

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

### **Unacceptable Behaviors**

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

1. Giving gifts of a personal and intimate nature (including photographs) to a student; or items such as money, food, outings, electronics, etc. without the written pre-approval of the Principal or School Leader. It is recommended that any such gifts be filtered through the Superintendent/CEO or designee along with the rationale therefore.
2. Kissing of ANY kind
3. Massage [Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 Plan.]
4. Full frontal or rear hugs and lengthy embraces
5. Sitting students on one’s lap (grades 3 and above)
6. Touching buttocks, thighs, chest or genital area
7. Wrestling with students or other staff member except in the context of a formal wrestling program
8. Tickling or piggyback rides
9. Any form of sexual contact
10. Any type of unnecessary physical contact with a student in a private situation
11. Intentionally being alone with a student away from school
12. Furnishing alcohol, tobacco products, or drugs - or failing to report knowledge of such
13. “Dating” or “going out with” a student

14. Remarks about physical attributes or physiological development of anyone. This includes comments such as “Looking fine!” or “Check out that [body part].”
15. Taking or requesting photographs or videos of students for personal use or posting online
16. Either partially or fully undressing in front of a student or asking a student to undress, with the intent to view/expose private body parts
17. Leaving campus alone with a student for lunch
18. Sharing a bed, mat, or sleeping bag with a student
19. Making, or participating in, sexually inappropriate comments
20. Sexual jokes, or jokes/comments with sexual overtones or double-entendres
21. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
22. Listening to or telling stories that are sexually oriented
23. Discussing your personal troubles or intimate issues with a student
24. Becoming too involved with a student so that a reasonable person may suspect inappropriate behavior
25. Giving students a ride to/from school or school activities without the express, advance written permission of the Superintendent/CEO or designee and the student’s parent or legal guardian
26. Being alone in a room with a student at school with the door closed and/or windows blocked from view
27. Allowing students at your home and/or in rooms within your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or designated school volunteer
28. Staff mirroring the immature behavior of minors
29. Sending emails, text messages, social media responses, making phone calls, or sending notes or letters to students if the content is not about school activities. Communication via private social media accounts is not acceptable.

**This policy does not prevent:** 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; 3) engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid; or 4) the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend oneself, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

#### Acceptable Behaviors

1. Pats on the shoulder or back
2. Handshakes
3. “High-fives” and hand slapping
4. Touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact
5. Placing TK through second grade students on one’s lap for purposes of comforting the child for a short duration only
6. Holding hands while walking with small children or children with significant disabilities
7. Assisting with toileting of small or disabled children in view of another staff member
8. Touch required under an IEP or 504 Plan
9. Reasonable restraint of a violent person to protect self, others, or property
10. Obtaining formal written pre-approval from Superintendent/CEO or designee to take students off school property for activities such as field trips or competitions, including

parent's written permission and waiver form for any sponsored after-school activity whether on or off-campus

11. Emails, text-messages, phone conversations, and other communications to and with students, if permitted, must be professional and pertain to school activities or classes (communication should be initiated via transparent [non-private] school-based technology and equipment)
12. Keeping the door wide open when alone with a student
13. Keeping reasonable and appropriate space between you and the student
14. Stopping and correcting students if they cross your own personal boundaries, including touching legs, or buttocks, frontal hugs, kissing, or caressing
15. Keeping parents informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior
16. Keeping after-class discussions with a student professional and brief
17. Immediately asking for advice from senior staff or administration if you find yourself in a difficult situation related to boundaries
18. Involving your direct supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult)
19. Making detailed notes about an incident that in your best judgment could evolve into a more serious situation later
20. Recognizing the responsibility to stop "Unacceptable Behaviors" of students and/or co-workers
21. Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours
22. Prioritizing professional behavior during all moments of student contact
23. Asking yourself if any of your actions, which could be contrary to these provisions, are worth sacrificing your job and career.

### Boundaries Reporting

When any staff member, parent, or student becomes aware of a staff member (or volunteer, guest, vendor) having crossed the boundaries specified in this policy, or has a strong suspicion of "grooming behavior," he or she must report the suspicion to the Superintendent/CEO or designee promptly. "Grooming behavior" is an attempt to build an emotional and/or physical connection with a minor to gain their trust for the purpose of sexual abuse. "Suspicion" means something perceived in spite of inconclusive or slight evidence. It is based on facts that would lead a reasonable person to believe that a violation of the boundaries policy occurred. Prompt reporting of "unacceptable behaviors" observed in adult interactions with minors is essential to protect students, staff, any witnesses, and the school as a whole. When observant staff members call attention to a boundary violation(s), the likelihood of harm is greatly reduced.

### Child Abuse / Sexual Abuse Reporting (Mandatory Reporting)

If, within your professional capacity or within the scope of your employment, you observe or gain possession of knowledge that a child has been a victim of child abuse or sexual abuse (or you reasonably suspect it), **California Penal Code Section 11166 requires YOU to immediately report this information or suspicion directly to your county child protective agency (CPS) or local police/sheriff.** The report shall be made by phone immediately, and a subsequent written report must be sent within 36 hours of your knowledge or suspicion of the abuse.

You do not need permission to report. No supervisor or administrator can impede or inhibit a report or sanction you for making the report. Your report is confidential, and you are protected from

liability as long as you do not discuss the matter with anyone other than law enforcement, CPS and your school's designated responsible administrative person. Failure to meet your reporting obligation can result in a monetary fine and/or jail.

Internal reporting to the Superintendent/CEO or designee occurs after the phone-in report is made to the police/sheriff or CPS.

### Internal Investigations

The Superintendent/CEO or designee will promptly communicate with the investigating enforcement agency to determine whether an investigation will be conducted by that agency. The administrator will confirm with law enforcement as to whether the initiation of an internal school investigation would interfere with any criminal investigation. Only law enforcement has the authority to grant clearance to investigate the matter administratively.

Upon receiving information from the mandated reporter, the designated responsible administrator must take immediate action to stop the alleged inappropriate conduct by removing the employee (or volunteer/vendor/guest) from the classroom or worksite when there is a potential risk to student or school safety. The Superintendent/CEO or designee shall consult with legal counsel as appropriate, prior to, during, and after conducting any investigation.

### Consequences

Staff members who have violated this policy will be subject to appropriate disciplinary action, and where appropriate, will be reported to authorities for potential legal action.

### **Disciplinary Physical Contact with Students**

It is the policy of GCC that no teacher or other staff member will use corporal punishment against a student. This prohibition includes spanking, slapping, pinching, hitting, tying, taping, or the use of any other physical force as retaliation or correction for inappropriate behavior.

### **Staff-Student Interactions**

While the use of appropriate touching is part of daily life and is important for student development, teachers and other staff members must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that he or she not be touched, then that request must be honored without question.

## **SEPARATION OF EMPLOYMENT**

### **TERMINATION**

Should it become necessary for an employee to terminate their employment with GCC, the employee is requested to notify their supervisor in writing regarding their intention as far in advance as possible. At least two (2) weeks' written notice is expected whenever possible. Accrued sick time is NOT paid upon separation; however, any available days may be transferable to another public school district, pursuant to the receiving district's policy. If the employee is participating in the medical, dental and/or vision plans, they will be sent information on rights under COBRA.

### **VOLUNTARY TERMINATION**

GCC will consider an employee to have voluntarily terminated his or her employment if the employee does any of the following:

1. Elects to resign from GCC;
2. Fails to return from an approved leave of absence on the date specified by GCC; or
3. Fails to report for work without notice to GCC for three (3) consecutive days.

## **EXIT PROCESS**

Employees who leave GCC for any reason will be required to complete an employee separation package with a Human Resource Representative. This process will include the return of all GCC property including GCC documents, keys, computer records, grade books and classroom materials (if applicable), employee badge, and other tangible school property. All possible effort should be made to adequately transition job duties, projects and responsibilities in a manner that supports program sustainability.

## **COMMUNICATIONS AT GCC**

### **OPEN DOOR POLICY**

GCC has an open door policy that encourages employee participation in decisions affecting them in their daily professional responsibilities. Employees who have job related concerns or complaints are encouraged to talk them over with their supervisor or any other administrative representative with whom they feel comfortable. GCC believes that employee concerns are best addressed through this type of informal and open type of communication.

Employees are encouraged to raise their work-related concerns with their immediate supervisor or with an administrator of their choice, as soon as possible after the events that caused the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although GCC cannot guarantee that in each instance the employee will be satisfied with the result, GCC will attempt in each instance to explain the result to the employee if the employee is not satisfied. GCC will also attempt to keep all such expressions of concern, the result of its investigation, and the terms of the resolution confidential. During the course of investigating or resolving the matter, however, some dissemination of information to others may be appropriate.

### **BOARD COMMUNICATION**

It is the desire of the GCC Board to have open communication. To this end, board meetings are held in an open environment. Public comment may be made in writing or by submitting a Public Comment Request at any agendaed board meeting. All board meeting minutes and agendas are available online at [www.agendaonline.net/public/gatewaycc](http://www.agendaonline.net/public/gatewaycc). Board members may be contacted using the contact information available on the web at [www.gcccharters.org](http://www.gcccharters.org).

While GCC encourages open communication with the board, it is important to note that only communication presented to the board during a public meeting can be considered official board communication. Action taken or comments made by individual board members do not reflect GCC Board opinion or School action. One board member does not have the authority to speak for the board as a whole.

### **WHISTLEBLOWER POLICY**

GCC requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the GCC. As representatives of the GCC,

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 GCC has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the GCC to raise serious concerns about the occurrence of illegal or unethical actions within the GCC before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the GCC have a responsibility to report any action or suspected action taken within the GCC that is illegal, unethical or violates any adopted policy of the GCC, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the GCC or any individual at the GCC 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 GCC 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.

## **INTERNAL COMPLAINT REVIEW POLICY**

### **PURPOSE AND SCOPE**

The purpose of this Internal Complaint Review policy is to afford all employees of GCC the opportunity to seek internal resolution of their internal **work-related complaints**. This policy is intended to supplement the open door policy set forth in this Handbook which states the philosophy of GCC that all employees have free access to their immediate supervisors or to other school administrators or supervisors of their choice to informally 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 GCC 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 apply:

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 informal resolution is not appropriate; and
2. The complainant will reduce his/her complaint to writing, indicating all known and relevant facts. The Principal or designee will then investigate and attempt to resolve the complaint;



3. If the complaint is about the Principal, the complainant may file his/her complaint in a signed writing to the Director of Human Resources or designee, who will report the complaint to the Superintendent/CEO or designee, investigate, and attempt to resolve the complaint.
4. If the complaint about the Principal is unable to be resolved by the Director of Human Resources or designee, the Superintendent/CEO or designee may conduct a fact-finding or authorize a third party investigator and take further action if necessary. The Superintendent/CEO or designee or investigator will report his/her findings and any action to the GCC Board of Directors.
5. Only in cases where the complaint concerns the Superintendent/CEO shall complainants be permitted to file a complaint with the GCC Board of Directors. In such cases, the Board or its authorized designee will conduct an investigation and attempt to resolve the complaint.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, GCC 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 GCC employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the Principal, Director of Human Resources or designee (if the complaint concerns the Principal), Superintendent/CEO (if the complaint concerns the Director of Human Resources) or GCC Board of Directors (only if the complaint concerns the Superintendent/CEO) 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, the appropriate GCC representative or designee shall abide by the following process:

1. The GCC representative or designee shall use his/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 GCC representative or designee finds that a complaint against an employee is valid, GCC may take appropriate disciplinary action against the employee. As appropriate, GCC may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. GCC's decision relating to the complaint shall be final unless it is appealed to the Director of Human Resources, Superintendent/CEO, or GCC Board of Directors, as appropriate. The decision of the Director of Human Resources, Superintendent/CEO, or GCC Board of Directors shall be final. As needed, the Superintendent/CEO or designee will report his/her findings to the GCC Board of Directors.

## **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: GCC or its 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.

## **LACTATION ACCOMMODATION POLICY**

GCC provides a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child.

A private location to express breast milk will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. In certain circumstances, a temporary location, multipurpose room, or shared space may be provided in accordance with applicable law. The location will also meet the following requirements: not be a bathroom; be free from intrusion; be shielded from view; be safe, clean, and free of hazardous materials; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. In addition, the organization shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's work area. If a refrigerator cannot be provided, the GCC may provide another cooling device suitable for storing milk, such as a GCC -provided cooler.

An employee who would like to request an accommodation to express milk should contact their supervisor and/or the GCC Human Resources Department. The GCC and/or school site will engage the employee in an interactive process with the employee to determine when and where lactation breaks will occur, and will respond accordingly, generally within two business days. The GCC reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

Employees requesting an accommodation under this policy should comply with the following requirements:

1. The employee should contact their supervisor to request designation of a location and time to express breast milk under this policy.
2. The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

Retaliation for making a lactation accommodation request is strictly forbidden. If the employee believes the employee has been retaliated against it should be reported immediately to Human Resources. Discrimination against and harassment of lactating employees in any form is

unacceptable will not be tolerated at the GCC and will be handled in accordance with the GCC's policy on discrimination and harassment.

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may also file a complaint with his or her supervisor and/or the Labor Commissioner's Office. For more information, contact the Labor Commissioner's Office by phone or visit a local office by finding the nearest one on our website: [www.dir.ca.gov/dlse/DistrictOffices.htm](http://www.dir.ca.gov/dlse/DistrictOffices.htm). The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

## **EMPLOYMENT**

### **EMPLOYMENT STATUS**

There are several categories of employees at GCC. Employment status is classified as one of the following:

1. **Temporary Employees/Substitutes**: Temporary/Substitute employees are employees who were hired for a specific period or specific project/assignment, and are not considered regular employees. Temporary/Substitute employees, typically, are not eligible to receive medical/dental/vision benefits, or paid holidays. Temporary employees are requested using the Personnel Action Form (PAF) available on the GCC website and substitutes are requested using the AESOP system.
2. **Part-Time Employees**: Part-time employees are employees who are regularly scheduled to work less than thirty (30) hours per week. These employees are typically not eligible to receive medical/dental/vision benefits.
3. **Full-Time Employees**: Regular full-time employees are employees who are regularly scheduled to work thirty (30) hours or more per week. Generally, regular full-time employees are eligible to receive medical and fringe benefits and eligible for the full benefits package, subject to the terms, conditions and limitations of each benefits program.
4. **Contractor/Consultant/Intern**: Contractors, consultants, and interns are not regular employees. They have a contractual relationship with GCC. Contractors, consultants, and interns are bound by their contract with GCC and not eligible to receive medical/dental/vision benefits, paid holidays or paid sick time off. However, paid interns who are credential teachers may be considered employees and receive benefits. Contractors, Consultants, and Interns are requested using the Service Agreement, or Personnel Action Form (PAF) as applicable available on the GCC website.

### **PRE-EMPLOYMENT POLICES AND BACKGROUND CHECKS**

GCC relies upon the accuracy of information contained in the employment application and other data presented throughout the hiring and employment process. Any misrepresentation, falsification, or material omission in any of this information or data may result in exclusion of the individual from further consideration of employment or termination of employment if the person has been hired.

All Employees are hired into either classified or certificated positions. The GCC Salary Schedules divide job titles and relevant information according to these two categories. By definition a

certificated position requires a specific California Commission on Teacher Credentialing (CTC) issued credential. A GCC certificated employee is an employee who is working in a position for which a CTC credential is a requirement. A classified employee is defined as an employee who is working in a position that does not require a CTC credential.

All offers of employment may be contingent upon verification of an employee's right to work in the United States, Department of Justice and Federal Bureau of Investigation fingerprint clearance, and Tuberculosis Risk Assessment as required by State and Federal Law and the GCC pre-employment process. Upon receiving a conditional offer of employment, a candidate may be asked to provide original documents verifying his/her right to work and to sign a verification form required by Federal law. If a candidate cannot verify his/her right to work in the United States, GCC may be obligated to revoke the offer of employment.

## **TUBERCULOSIS AND OTHER REQUIRED TESTING**

Before the first day of employment, all new employees of the GCC must submit written proof from a health care provider of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. Employees transferring from other public or private schools within the State of California must either provide proof of an examination or a completed Risk Assessment within the previous 60 days or a certification showing that he or she was examined within the past four (4) years and was found to be free of communicable tuberculosis. 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 and it is the employee's responsibility to remain in compliance and ensure the school has a valid certificate on file. Results of these tests are strictly confidential. 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 GCC 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 GCC 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 GCC students.

Other tests may be employed in extremely rare cases. Some examples of these tests include but are not limited to: physical or psychological exams and/or proof of physical or mental ability to perform satisfactorily the assigned duties of an individual's position.

## **PUBLIC HEALTH MANDATES**

All employees will also need to comply as applicable with any Federal, State, County and other public regulatory health mandates/requirements for school employees.

## **CRIMINAL BACKGROUND CHECKS**

As required by law, all individuals working or volunteering at the GCC will be required to submit to a criminal background investigation. These background checks are performed through a

fingerprinting service coordinated by the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). No condition or activity will be permitted that may compromise the School's commitment that the safety and the well-being of students takes 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 GCC, the employee must immediately report as much to the Principal, or immediate supervisor.

All fingerprint and background information must be completed and the results in the possession of the GCC before the first day of employment. Failure to complete this process will delay the employee's ability to begin work.

### **SUBSEQUENT ARREST NOTIFICATION SERVICE**

All employees are subject to "Subsequent Arrest Notification Service" by the DOJ once they have been fingerprinted for GCC. Any time an employee is arrested for, charged with, or convicted of any offense after his or her initial background clearance for the school, the Department of Justice (DOJ) will notify the Human Resources Department and send the school the new Criminal Offender Record Information (CORI) information. The Director of Human Resources will evaluate the new information and determine whether it justifies suspension or termination of the individual's employment.

### **IMMIGRATION COMPLIANCE**

GCC will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 no later than the first day of work for pay and present original documentation establishing identity and employment eligibility as outlined on the I-9 instructions form no later than three business days after he or she begins work. However, GCC will not check the employment authorization status of current employees or applicants who were not offered positions with the GCC 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.

### **EMPLOYEE CLASSIFICATION CATEGORIES**

All employees are designated as either nonexempt or exempt under state and federal wage and

hour laws. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and employer.

1. **Exempt Employees:** *Exempt Employees* are not covered by the overtime provisions of applicable law. Part-Time and Full-Time Management Related Employees serve a variety of functions including but not limited to tasks and responsibilities such as program coordination, fiscal services, student discipline, curriculum development and other similar job duties. There is an expectation to put in the necessary time to do an effective and professional job, which may require working beyond a traditional forty-hour work week. (i.e. Principals, Vice Principals, Specialists, Teachers, Directors, Coordinators, etc.)
2. **Nonexempt Employees:** *Nonexempt Employees* are employees whose work is covered by the overtime provisions of applicable law. Nonexempt employees are entitled to minimum wage and overtime pay.

## **WORK PERIODS**

### **WORK SCHEDULES**

GCC's regular office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. Employee's schedules; however, may begin or end before or after regular office hours. Employees must consult with their immediate supervisors for clarification of the regularly scheduled hours associated with their position/school.

Full-time teachers/specialist are required to be on campus for their prep periods unless arrangements have been made with their immediate supervisor or the Superintendent/CEO. Teachers/specialists are required to be on campus fifteen minutes before and after their regular class schedule begins and ends.

1. All credentialed employees are minimally required to participate in the following activities (or activities of a similar nature/name) as part of the regular workday:
  - a) Teacher or administrator-scheduled parent/student/teacher conferences.
  - b) One (1) Back-to-School Night each school year.
  - c) One (1) Open House each school year.
  - d) One (1) or more Promotion/Graduation ceremony program(s) each school year.
  - e) A minimum of two (2) additional evening events (e.g. school performance, school dance, etc.).
  - f) A minimum of one (1) off-campus or two (2) on-campus activities (not including "d" above).
  - g) Morning, partial lunch, after-school, student supervision/bus duty no more than equally shared by all instructional staff.
  - h) SST's, IEP's, 504's, or other student support meetings.

Employees and staff will work cooperatively to support, schedule and complete the activities outlined above. Participation in administrator or parent-initiated meetings for the purpose of student assessment is among a teacher's required duties. Administration will attempt to have these meetings scheduled at a reasonable time (usually during or just after regular school hours).

2. Participation in staff development and teacher workdays is mandatory for all employees. An employee may be at risk for loss of pay for failing to attend.
3. School site meetings shall be held on scheduled workdays except in case of emergency.
4. Whenever possible, regular full-time classroom instructional employees shall have a duty-free lunch period of not less than thirty minutes daily (refer to item 1(g)).
5. Credentialed and classified employees may be requested to provide input on GCC committees. Such participation is required for both salaried and non-salaried staff.
6. Preparation Time. Whenever possible, full-time teachers will be provided time during the instructional day in addition to the fifteen minutes before and after school to plan, correct papers, prepare lessons, conference with parents and students, and perform other professional duties.
7. Specialists and teachers assigned at NonClassroom Based/Independent Study sites must maintain flexibility in their work schedules in order to meet the needs of their students. Work schedules for these sites do not all follow a traditional classroom model in all circumstances. Further schedule requirements shall be outlined in site staff handbooks and made in cooperation with their site administrator. Flexibility in scheduling is for the express benefit of our students and must be pre-approved in advance with the site administrator and assumes that the breadth of hours and expectations for staff are consistently applied.

## **WORKWEEK AND WORKDAY**

The GCC workweek is from Sunday at 12:00 A.M. through the following Saturday at 11:59 P.M. The standard workday is 12:00 a.m. to 11:59 p.m. each day.

## **REST/MEAL BREAKS**

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5th 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 GCC mutually consent to the waiver in writing.

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

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

## **ATTENDANCE AND ABSENCES**

One of the basic indicators of satisfactory job performance is regular attendance and punctuality. These are essential to job function and to the operations of GCC. Notification of tardiness or absences to work must be relayed to an employee's immediate supervisor or designee as soon as

possible. All appropriate forms, paperwork and procedures must also be completed within 48 hours in cases of absences and tardies. Employees must enter all absences in the Aesop system.

An absence is a failure to report to work that is not due to scheduled time off, holiday, jury duty, witness duty, or an approved leave of absence as provided in this Handbook. If an employee is sick or injured and cannot come to work, GCC needs his/her cooperation to properly cover their job. The immediate supervisor or designee must be notified of the absence and when the employee expects to return to work. In the case of classroom instructors, the Aesop system should also be utilized. If the return date is unknown (as in the case of an extended illness), the employee's immediate supervisor must be notified the evening before or within two (2) hours of the beginning of the employee's regularly scheduled shift. If an employee is absent three (3) consecutive workdays without notification or authorization from GCC, the School will assume that the employee has voluntarily resigned the position at the end of the third day. Employee absences due to illness for more than three (3) consecutive days require a medical verification.

If the absence is known in advance, the employee must seek formal approval from his/her immediate supervisor at least one week prior to the absence date by entering the absence in the Aesop system and by communicating the request to his/her immediate supervisor for review/approval.

Excessive absences and failures to report absences on time may lead to discipline, up to and including termination. Absences are considered excessive if they occur frequently or if they show a pattern. A private conference, to discuss excessive absences or extenuating circumstances, can be scheduled by the employee, GCC, or site staff at any time by contacting one of the site level administrators, Human Resources Department, Chief Business Official, or Assistant Superintendent, Superintendent/CEO or designee.

Absences protected by local, state and federal law do not count as violations of this policy. Paid sick time protected under California law does not count as a violation of this policy.

## **COMPENSATION**

### **PAYMENT OF WAGES**

All GCC employees are paid semi-monthly. Pay periods for all employees will be from the 1<sup>st</sup> through the 15<sup>th</sup> of the month and the 16<sup>th</sup> through the last day of the month. All employees will be paid twice a month on or around the 9<sup>th</sup> and 25<sup>th</sup> of the month. Approved payroll schedules will be published on the GCC website for the current school year prior to July 1<sup>st</sup>. All paychecks are mailed to the employee's residence on file. Pay stubs may be accessed through the Employee Self Service (ESS) secure portal through the Sacramento County Office of Education for employees receiving direct deposit. Web Address for GCC – <https://selfservice.scoe.net/24>.

Pay corrections: While all reasonable precautions are taken to ensure that the correct amount of pay is received by each employee, errors can occur. If a discrepancy is discovered, it should be brought to the attention of the Payroll Department as soon as possible by emailing [payroll@gcccharters.org](mailto:payroll@gcccharters.org). The error will be reviewed and any necessary corrections will be made in a timely manner.



## **TIME RECORD (NONEXEMPT EMPLOYEES)**

Nonexempt employees must accurately complete time records within the school's timekeeping system on a daily basis. Each time record must show the exact time work began and ended, the meal period taken and your signature. Any work performed before or after any regularly scheduled work shift must be approved in advance by the employee's supervisor or school leadership. All time actually worked must be recorded. Nonexempt employees are not allowed to work "off the clock." All time actually worked must be recorded. You cannot record time and/or submit a time record for another employee. Each employee must sign and submit his or her own time record. Any errors on an employee's time record should be reported immediately to the employee's supervisor or Human Resources.

## **OVERTIME PAY**

*No employee may work overtime without the express prior written approval of his or her supervisor and prior approval of the Superintendent/CEO or designee.* To the extent required by applicable law, all nonexempt employees who work approved hours that constitute overtime will be paid at the applicable overtime rate. Nonexempt employees who work more than forty (40) hours in one work week will receive overtime pay at the rate of one and one-half times (1-1/2) the employee's regular hourly rate of pay for all hours worked over forty (40) hours in the work week; however, overtime is rarely allowed and must be pre-approved by the Superintendent/CEO or designee in writing.

Overtime will be computed as hours worked in excess of eight (8) hours in one day, hours worked in excess of forty (40) hours in one (1) week, and the first eight (8) hours worked on the seventh (7<sup>th</sup>) day of a given work week and are to be compensated at the rate of one and one-half (1-1/2) times the regular rate of employee's pay. Overtime for hourly employees will be paid for actual minutes worked.

Only those hours that are actually worked are added together to determine the employee's overtime paying. Compensated holidays or sick time, for example, are not hours worked and are therefore not counted in making overtime calculations.

## **EXPENSE REIMBURSEMENTS**

Employees may receive reimbursement for books, materials or supply purchases only if expressly pre-approved for such by their supervisor and the Chief Business Official or Superintendent/CEO. Reimbursements will only be made for items considered to be acceptable use of public funds and that total \$250 or less. (Items such as religious or political materials, gifts or alcohol are not considered appropriate.) Expense reimbursements must be submitted using the approved Request for Direct Payment form and must be accompanied by original receipts and all appropriate documentation including any emails or other documentation of preapproval. Receipts cannot contain personal items purchased at the same time.

GCC will reimburse employees for use of their automobile in performing required routine school related business. To be eligible for mileage reimbursement an employee must complete a Mileage Reimbursement form and maintain a properly licensed and insured vehicle. Mileage reimbursements will only be processed for pre-approved school activities and must be signed by the employee's supervisor and the GCC Chief Business Official or Director of Business Services. The maximum mileage that can be claimed is the shortest route between the starting and ending

points. A reference guide between GCC sites is available on the GCC website, employee page. GCC beginning of year event and end of year event will not be eligible for mileage reimbursement.

When attending special events or conferences an employee may be eligible to receive reimbursement for expenses for meals and travel. Travel Reimbursements must be submitted in advance of the travel date using a Travel Conference Pre-Approval Request and must be pre-approved by the supervisor and the Director of Business Services and Chief Business Official or Superintendent/CEO. Upon return from the approved event or conference, complete the Travel/Conference Reimbursement Form and attach all original receipts and conference schedule information.

Any personal items (e.g., vehicles, personal items in classrooms, etc.) that are lost, damaged or stolen at the work site are not covered under the GCC property and liability insurance and not eligible for reimbursement. It is important for employees to understand that the GCC will not pay for the repair or replacement of personal items. To avoid theft or damage, GCC encourages employees to never leave personal belongings in their vehicles while parked at work and to secure your personal belongings properly at all times.

***All reimbursements must be submitted within thirty (30) days of the date the expense was incurred. It is recommended that employees maintain a copy of all reimbursements submitted in the event that their request is lost.***

## **PAYROLL DEDUCTIONS**

As required by law, GCC shall withhold the following taxes from your wages:

1. Federal Income Tax;
2. California Income Tax;
3. State Teacher's Retirement System (STRS) or Public Employee's Retirement System (PERS) and/or Federal Insurance Contributions Act (FICA) (Social Security)
4. Medicare
5. State Disability Insurance (SDI)

All other garnishments or deductions require expressed written approval by the employee, except in the event of court ordered garnishments.

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

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the human resources and/or payroll 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 human resources and/or payroll. 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.

## **BENEFITS**

### **HEALTH BENEFITS**

GCC provides the following benefits for full-time employees (regularly scheduled to work thirty (30) hours or more per week) who are eligible for benefits; medical, dental, vision and life insurance. GCC reserves the right to eliminate or modify any of its employee benefits at any time. Benefits begin on the first of the month following the date of hire (or the date the employee becomes eligible for benefits).

Temporary/Substitute, Part-time employees, or those working less than thirty (30) hours per week, are not eligible for medical, dental, vision or life insurance benefits. To be eligible, the employee must be placed in a position on the salary schedule or regular hourly position (not including substitute employees) and be expected to meet or exceed thirty (30) hours of work per week for more than two (2) consecutive months.

Employees have up to thirty (30) days from their date of hire to make medical, dental, and vision plan elections. Once made, elections are fixed for the remainder of the benefit plan year. Changes in family status, as defined in the Plan document, allow employees to make midyear changes in coverage consistent with the family status change. Please contact the Human Resource department to determine if a family status change qualifies under the Plan document and IRS regulations. Employees may change medical, dental, and vision elections for the following benefit plan year during Open Enrollment which traditionally occurs in October of each year for effective date of January 1. The Human Resource department is available to answer benefits plan questions and assist in enrollment as needed.

All eligible employees and their dependents may participate in the GCC's health insurance plan, which will be distributed to each employee by Human Resources. For more information regarding a summary description of all School benefit plans, please refer to the GCC Summary Plan Descriptions, contact the Human Resource department or online at [www.gcccharters.org](http://www.gcccharters.org) under Staff page, or BenefitBridge. In the event of a conflict between the terms contained in the plan documents and the summaries in this Handbook, the plan documents will govern. Also, GCC retains the right to modify, amend, or discontinue these plans at any time.

### **COBRA BENEFITS**

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the GCC health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the GCC group rates plus an administration fee. GCC or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the GCC health insurance plan. The notice contains important information about the employee's rights and obligations.

## **NOTICE OF HEALTH COVERAGE OPTIONS**

GCC complies with the Affordable Care Act (ACA) and ensures that health benefits meet the minimum value of ACA. However, employees may decide to shop for coverage in the Marketplace, Covered California. The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit [HealthCare.gov](http://HealthCare.gov) for more information, and guidance through the process, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area. Employees are provided with a notice of coverage option upon hire.

## **TIME OFF WORK**

### **GCC HOLIDAYS**

GCC recognizes the following paid holidays and the GCC office and school sites are closed on these days. Regular full-time and part-time employees listed on the salary schedule (not in an hourly or substitute position) are eligible for the following paid holidays:

- |                         |                                  |
|-------------------------|----------------------------------|
| •New Year's Day         | •Independence Day                |
| •Martin Luther King Jr. | •Labor Day                       |
| •Lincoln's Day          | •Veterans Day                    |
| •Washington's Day       | •The day before Thanksgiving Day |
| •Memorial Day           | •Thanksgiving Day                |
| •Juneteenth Day         | •The day after Thanksgiving Day  |
|                         | •Christmas Day                   |

Holidays falling on a Saturday or Sunday are normally observed on the preceding Friday or the following Monday, respectively, or as indicated by the GCC work calendar for the school year.

Temporary/Substitute employees, part-time hourly employees, Teachers, Specialists, Counselors, Instructional Coach, Early Literacy Coach, Behavior Intervention Specialist, School Nurse, School Psychologist, Speech, Language & Hearing Pathologist, and School Social Worker are not eligible for holiday pay (these are considered non-paid/non-workdays). Employees on a leave of absence are ineligible for holiday pay for holidays that occur during the leave of absence.

### **SICK TIME**

GCC sick time policies as stated in this Handbook are in conjunction with GCC sick leave policy and comply with the California Healthy Workplaces, Healthy Families Act of 2014.

**Full-Time Employees (30+ Hours per Week):** GCC provides all full-time employees working 30+ hours a week with ten (10) paid sick days per fiscal year (July 1-June 30) with the ability to carry forward an unlimited amount of days. The employees will be credited five (5) days on July 1<sup>st</sup> and five (5) days on January 1<sup>st</sup>. New employees receive a prorated portion of sick time for the current fiscal year based on their hire date and FTE. Employees who are in negative sick time status will not be able to take time off unless it is unpaid. GCC has the discretion to dock employee pay as necessary.

**Part-Time Employees (12+ Hours per Week):** Part-time employees working twelve (12) to twenty nine (29) hours a week (not in a substitute position), will receive a prorated portion of the sick time. New employees receive a prorated portion of sick time for the current fiscal year based on their hire date and have the ability to carry forward an unlimited amount of days. Employees who are in negative sick time status will not be able to take time off unless it is unpaid. GCC has the discretion to dock employee pay as necessary.

**Part-Time Employees (Less than 12 Hours per Week) and substitutes:** Part-time employees working less than twelve (12) hours per week, and substitutes who work at least thirty (30) days within the span of a single calendar year from the commencement of employment, will accrue one (1) hour of sick time for every thirty (30) hours worked up to a maximum accrual of twenty-four (24) hours or three (3) days, per fiscal year. After successfully completing ninety (90) days of employment, eligible employees may begin to use paid sick time, in increments of one (1) hour up to a maximum of twenty-four (24) hours, or (3) three (3) days, whichever is greater, per fiscal year. Employees in this category may carry forward and accrue a maximum capped total of forty-eight (48) hours or six (6) days of paid sick leave.

The use of the sick time accrual will comply with the guidelines below.

1. 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 member of the employees immediate family (immediate family is defined as: current spouse, registered domestic partners, child (regardless of age), parents, step-parents, legal guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in law, son-in-law or daughter-in-law), or a designated person (designated person is defined as: a person identified by employee at time employee request paid sick leave, and is limited to 1 designated person per 12-month period), who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.
2. Full-Time employees may use up to five (5) days of sick leave for personal necessity purposes per school year. Personal necessity is defined as; an accident involving the employees person or property, appearance in any court or before any administrative tribunal, fire, flood or other immediate danger to the employee, personal business of a serious nature which the employee cannot disregard, victim of violent crime or domestic violence, sexual assault, stalking, time off for school appearances to participate in activities related to a child being suspended from school, absence as an active military personnel or spouse, volunteer civil service duty, jury/witness duty, and donation of organ/bone marrow.
3. Leave for personal necessity may be allowed for other reasons at the discretion of the GCC Superintendent/CEO or designee; however, no such leave shall be granted for purposes of personal convenience, recreation, seeking other employment, for the extension of a holiday or

vacation, or for matters which can be taken care of outside of working hours. The GCC Superintendent/COE or designee shall have the final discretion as to whether a request reflects true personal necessity. Personal necessity does not carry over year to year and is not paid out upon separation from employment, as this leave is part of sick leave.

4. Routine medical and dental appointments shall be scheduled outside the workday. However, employees may use sick leave for appointments that cannot be scheduled outside the workday. The employee shall notify the immediate supervisor for medical or dental appointments which are other than routine and which cannot be scheduled outside of the workday.
5. Employees are allowed to use up to 20 days of their available sick time per fiscal year.
6. Employees on an approved FMLA, CFRA, and/or PDL leave of absence, requesting to use sick time beyond 20 days in a fiscal year, may do so during his/her approved leave. Any days requested beyond 20 days will be paid at a rate which is the difference between the employee's daily rate and the daily rate of the substitute or if no substitute is available, the normal substitute rate of pay that would have been paid.
7. Should the employee exceed their allowable or available sick days, any further days taken would result in a reduction of salary on an hourly or per diem basis, as applicable.
8. The employee shall enter all absences in the Aesop system, or they may submit an Employee Absence Request form, available on the GCC website, to request approval of an absence. Signed absence forms must be submitted to Human Resources for processing within five (5) days of the absence.
9. In the case of an absence for more than three (3) consecutive days, a physician's statement and/or request for leave of absence will be required. When applicable, the employee should make every attempt to submit the physician's statement along with the absence form. However, the physician's statement must be submitted within two (2) weeks of the return from the absence. If a physician's statement is not submitted, or leave of absence approved, within (2) weeks of the absence, it will result in a reduction of salary on a per diem basis. Special consideration may be given for absences beyond (3) consecutive days when the absence is due to bereavement leave for an immediate family member. An immediate family member is defined as: current spouse, registered domestic partner, child (regardless of age), parents, step-parents, legal guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law.
10. Employees returning to work from extended illness, including surgery or injury may be required to present a doctor's release prior to returning to duty.
11. For nonexempt and exempt employees, sick time deducted shall be in fifteen (15) minute increments.
12. Abuse or misuse of an employee's leave privilege will not be permitted.
13. Unused sick time is not paid out at the time of separation from employment. However, eligible employees who are re-employed with the GCC within twelve (12) months of separation will have their accrued unused sick time off under this policy made available to them.

14. The GCC does not accept any transfers in of sick or leave time from an employee's prior employer. Whenever an employee separates from the GCC, the GCC works with requesting district to transfer available sick days whenever the accepting institution has policies allowing for such.

## **SICK TIME DONATIONS**

The sick time donation policy is designed to assist employees with a catastrophic illness/injury or who need time off to care for an immediate family member with a catastrophic illness/injury.

A catastrophic illness/injury is defined as an illness/or injury that exceeds twenty (20) consecutive days and is considered by a physician or certified medical practitioner to be life threatening or terminal (excluded are medical conditions resulting from workers' compensation or self-inflicted injuries or injuries that may have occurred during the course of committing a criminal act).

Immediate family is defined as: current spouse, registered domestic partner, child, parents, step-parents, legal guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law. Employees must first utilize California Paid Family Leave (PFL), prior to using sick time donations.

Donations are strictly voluntary and no employee shall be subject to intimidation, retaliation, harassment or disparate treatment for participating or not participating in the donation of sick time. For eligibility as a Recipient, Donor, and process please contact Human Resources Department. at [GCCHumanResources@gcccharters.org](mailto:GCCHumanResources@gcccharters.org).

## **BEREAVEMENT LEAVE**

GCC provides up to five (5) days of unpaid bereavement leave to all employees due to the death of an immediate family member. The leave must be used within three (3) months of the date of death and employees will be required to submit documentation within thirty (30) days of that death (documentation includes, but is not limited to; death certificate, published obituary or written verification of death, burial or memorial services from a mortuary, funeral home, crematorium, religious institution or governmental agency). Regular full-time employees are eligible for up to three (3) days of pay during bereavement leave, or if a funeral is more than 500 miles from the employee's home, up to five (5) days of pay beyond sick or Personal Necessity. Immediate family member includes a current spouse, registered domestic partner, child (regardless of age), parents, step parents, legal guardian, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law. All bereavement leave requests require approval of the Human Resources Department.

## **JURY/WITNESS DUTY**

GCC in compliance with the state law will provide for time off when an employee is called to serve jury duty or participate as a witness in a trial provided he/she gives reasonable notice, unless the court releases him/her from service.

It is the policy of GCC for employees to provide jury service during periods when the continuity of instruction and school operations will not be adversely affected. To this end, employees called to service during such times should submit a written postponement request for a period when the school is not in session such as: winter, spring or summer breaks. If it is decided by the Jury Commission that an employee will serve jury duty, nonexempt full-time employees, or part-time

employees listed on the salary schedule (not including hourly or substitute employees), will be eligible to receive paid time off for this purpose, not to exceed ten (10) working days of their normal salary during their required absence from duty. Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek.

Upon receipt of a summons to appear for jury duty, the employee will present the notice to their supervisor AND to the Human Resources Department.

The Employee may be requested to provide written verification from the court clerk of the employee's performance of jury service. If work time remains after any day of jury selection or jury duty, the employee will be expected to return to work for the remainder of their work schedule. Failure to submit proof of service may result in a reduction of salary on an hourly or per diem basis.

### **TIME OFF FOR VOTING**

All employees should be able to vote either before or after regularly scheduled work hours. However, when this is not possible to do so outside the employee's regular working hours to cast their vote on Election Day, employees are permitted to take up to two (2) hours with pay for this purpose. The employee must arrange the time off in advance with their supervisor. When the employee returns from voting, he/she must present his/her voter's receipt to their supervisor. Time off for voting may only be taken at the beginning or end of the employee's regular shift.

### **SALARY SCHEDULE MOVEMENT**

The GCC Certificated Salary Schedule allows for movement across 'Steps' based upon years of service or experience (based on completed Verification of Experience forms). Either method that will result in a salary change shall follow the process and timing outlined in this policy.

Employees continuing service with GCC from year to year whose positions include 'steps' will move over a 'step' on the GCC Salary Schedule on his/her first working day of the new school year (contingent on having met the years of service in that position as defined below) until the employee has reached the maximum step for his/her position.

New employees will be placed on the appropriate step according to their years of credentialed service as evidenced on their employment application and/or resume. The employee will then be required to verify the experience by providing completed Verification of Experience forms from prior employers.

### **YEARS OF SERVICE**

Teachers will be placed on the base salary schedule based on their years of verifiable experience in a US public and/or private school with a valid U.S credential; a teacher must serve 75% or more of a school year and 75% of a full-time equivalent (FTE) to earn a year of service placement. CTE teachers may be placed on the salary schedule based on their years of industry work, beyond entry level, deemed most relevant to the specific pathway being taught. The maximum entry point for any teacher is eight (8) years of service or ten (10) for hard to fill positions. Employees may advance on the salary schedule a year after serving 75% or more of a school year at a GCC school and 75% of a full-time equivalent (FTE) to earn a year of service placement. Employees working 50%-74% of a full-time equivalent (FTE) of the school year will advance on the salary schedule every two (2) years. Employees working less than 50% of the school year will not be eligible for



advancement on the salary schedule.

All Classified Employees must be employed 75% or more of a fiscal or school year and at least 75% of a full-time equivalent (FTE) to earn a year of service placement. Classified employees will advance on the salary schedule a year after serving 75% or more of a fiscal or school year at a GCC site and minimally 75% of a full-time equivalent (FTE) to earn a year of service placement. Employees working 50%-74% of a full-time equivalent (FTE) of the fiscal or school year will advance on the salary schedule every two (2) years. Employees working less than 50% of the fiscal or school year will not be eligible for advancement on the salary schedule.

\*\* Internship experience whether university or outside provider (including GCC) is not creditable toward years of experience.

### **OUTSIDE EMPLOYMENT (MOONLIGHTING)**

GCC discourages employees from taking outside employment. A full-time position at the school requires commitment to high standards and to quality delivery of services. To this end, all employees need to seriously consider the impact that the work for another employer may have on his/her job performance at GCC. GCC requires that employees disclose any outside employment to his/her supervisor for determination if the outside employment creates a conflict of interest to GCC.

### **WORKPLACE EXPECTATIONS**

GCC has a responsibility to provide a safe and secure working environment, free from personal harassment. The employees, in turn, have the responsibility of conducting his/herself in a manner that will not embarrass or discredit the good reputation of GCC. Because the employees represent GCC, the community's impression of them will often be their impression of our entire organization. In their relations with other whether they are students, parents, co-workers, clients, vendors or members of the community, employees are asked to be courteous, tactful and fair. GCC expects its employees to act in accordance with the highest standard of business ethics at all times. This includes avoiding the appearance of impropriety. Employees are expected to abide by this policy and comply with all applicable laws while conducting GCC business.

Failure to adhere to these guidelines, including failure to disclose any conflicts of interest or to seek an exception, may result in discipline. GCC reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion and up to and including termination of employment.

### **CONFLICTS OF INTEREST**

Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. They are expected to use good judgment, to adhere to high ethical standards, and avoid situations that create an actual or potential conflict between the employee's personal interest and the interest of GCC. A conflict of interest exists where the employee's loyalties or actions are divided between GCC's interest and those of another, such as a competitor, supplier, etc. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with an administrator for clarification. Any exception to this guideline must be approved in writing by the Human Resources Department, Superintendent/CEO or designee, and must expressly state that the transaction, activity, or relationship does not constitute a conflict of interest. While it is not

feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts, from which employees should refrain, include the following:

- Using proprietary or confidential School information for personal gain or GCC's detriment;
- Using School assets or labor for personal use without the consent of their immediate supervisor, Chief Business Official or Superintendent/CEO;
- Any employee engaged in a personal relationship with another employee with whom he or she shares either a direct or indirect supervisory role (the employee should promptly disclose the relationship to the GCC Human Resources Department so that GCC can work with the employees involved to determine whether appropriate or possible to adjust reporting/working relationships or whether other changes or actions are necessary);
- Relatives working at the same site and/or under the direction of the same supervisor (although GCC avoids these situations whenever possible, the site administrator should contact the Human Resources Department when considering this possibility to request a review of the potential conflict and possible risks of the situation);
- Any circumstance in which the GCC employee has decision making authority that may result in personal or financial gain.

### **GIFTS TO PERSONNEL**

GCC employees shall not accept any gift from any student, parent/guardian, group or firm in excess of \$100 from a single source in a single year (aggregate retail value) or any gift that gives the appearance that the gift improperly influenced our decisions regardless of the amount.

For purposes of this policy, a gift is a benefit we receive for which we did not pay. Gifts can include merchandise, food, tickets, expense-paid trips, use of facilities, investments, rebates or discounts not offered to the public, forgiveness of debt, parents, students or others.

This does not prohibit the acceptance of materials and/or services which are of use and benefit to the GCC.

### **ANTI-NEPOTISM POLICY**

GCC wants to ensure that corporate practices do not create situations such as conflicts of interest or favoritism. This extends to practices consistent with the principle that employees and prospective employees of GCC 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 GCC shall immediately disclose all family and personal relationships with other GCC employees. All persons wishing to be considered for employment with GCC shall disclose family and personal relationships with then-current GCC 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 or advancement or salary decision of the other related person.
5. No Board member, member of the GCC or Charter School administration, or faculty member shall engage in recommendations, discussions, or otherwise participate in any final decision or recommendation relating to the appointment, promotion, retention, tenure, or other condition of 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 GCC upon recommendation of a review committee comprised of the Superintendent/CEO and/or appropriate administrator(s), and upon the approval of the Board.
7. When other qualified candidates have not applied, assignments of short duration (generally less than 60 working days), may be exempt from these guidelines.
8. This policy shall not supplant the application of conflicts of interest laws (including Government Code section 1090, the Political Reform Act, and the California Corporations Code provisions applicable to nonprofits) to charter schools operated by GCC, as applicable.

#### Definition of "Related Persons"

The following relationships create related persons: Parent, child, siblings, grandparent, grandchild, aunt and/or uncle, 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 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. GCC'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 corrective actions and/or disciplinary sanctions, up to and including dismissal from employment.

#### **CONFIDENTIAL/PROPRIETARY INFORMATION**

During the course of employment, employees may come about confidential information that belongs to GCC, such as student records & FERPA (as stated on #9 under general rules of conduct) financial records, personnel information, prospective student information, and other documents deemed confidential. This type of documentations is strictly confidential and shall only be used for the limited purposes of administering the GCC or school programs. This information must not be disclosed to anyone outside GCC, including family members, or to any employee who is not

entitled to the information. All files, records, documents, reports, drawings, specifications, lists, equipment and similar items relating to GCC, whether prepared by any employee or otherwise coming into an employee's possession shall remain the exclusive property of GCC and shall not be removed from the premises under any circumstances without prior written consent of the Superintendent/CEO or designee. If an employee violates this policy, he/she may be subject to disciplinary action, up to and including immediate termination.

## **PERSONNEL FILES AND RECORD KEEPING PROTOCOLS**

At the time of employment, a personnel file is established for you. Please keep the Human Resources Department advised of changes that should be reflected in your 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 GCC to contact you should the change affect your other records.

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a HR representative, at a mutually convenient time. You also have the right to obtain a copy of your personnel file as provided by law. You may add your comments to any disputed item in the file.

Personnel files are the property of GCC, and may not be removed from the premises without written authorization from an administrator that expressly states the employee can remove the personnel file from the GCC premises.

GCC will restrict disclosure of your personnel file to authorized individuals within the GCC. A request for information contained in the personnel file must be directed to the Human Resources Department. Only the Human Resources Department or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the GCC will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required. Examples of those circumstances include the following:

1. In response to a subpoena, court order, or the order of an administrative agency;
2. To a governmental agency as part of an investigation of GCC.
3. In a lawsuit, administrative proceeding, grievance, or arbitration in which the employee and GCC are parties;
4. In a worker's compensation proceeding;
5. To administer employee benefit plan;
6. To a health care provider;
7. To first aid or safety personnel, when necessary or
8. To a prospective employer or other person requesting a verification of the employee's employment but only to the extent that (1) the employee provide a written release of information, or (2) the verification includes only the dates of the employee's employment, last (or present) job title, and the fact of the employee's employment.

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.

## **ACCEPTABLE TECHNOLOGY USE POLICY**

### **TELEPHONE AND EMAIL USE**

Proper use of telephones and email systems are essential to effective school operation. These tools are for school business purposes. Personal use should be limited in frequency and length and should not be conducted when working with students, parents, vendors or any other time it may interrupt GCC business. Due to the number of incoming and outgoing business calls, personal calls should be as brief as possible. Personal long-distance telephone calls (i.e., anything outside the local toll area) should be made using an employee's personal calling card or personal cell phone. Personal cell phone use should be brief and limited only for emergencies during work hours. Telephones, voice mail and email systems are school equipment and privacy cannot be guaranteed.

### **COMPUTER NETWORK USE**

The computer network technology has been created for education use and the official business of the GCC. Users may not use the system for commercial purposes, including offering or purchasing products or services. Users may not use the system for lobbying activities, as defined under the statute prohibiting use of public funds for lobbying.

Internet, School-provided equipment (e.g., cell phone, laptops, and computers) and services may not be used for transmitting, retrieving or storing any communications of a defamatory, discriminatory, harassing or pornographic nature.

The following actions are forbidden: using disparaging, abusive, profane or offensive language; creating, viewing or displaying materials that might adversely or negatively reflect upon GCC or be contrary to GCC's best interests; and engaging in any illegal activities, including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access of any computers and School-provided equipment such as cell phones and laptops.

All employees will be required, at the time of hire, to sign the Employee Use of Technology Staff Acceptable Use Policy which provides detailed information as to what is considered proper use of GCC technology and technology related privacy policies. To obtain a copy of this policy please contact the Human Resources Department or online at [www.gcccharters.org](http://www.gcccharters.org) under the staff page.

### **RIGHT TO MONITOR**

All GCC-supplied technology and GCC-related work records belong to the School and not to the employee. Employees have no reasonable expectation of privacy with respect to communications taking place using GCC technology/records. GCC may routinely monitor use of School-supplied technology. Inappropriate or illegal use or communications may be subject to disciplinary action up to and including termination of employment.

## **CHILD ABUSE POLICY**

Every child has the right to live free of physical and emotional abuse, including neglect and sexual assault. The GCC Board recognizes that such abuse has severe consequences for the child, sometimes resulting in the child's own violent behavior or in drug addiction. Our schools are in a

position to promote the prevention of child abuse and its reoccurrence, and to reduce the general vulnerability of children. Thus, all GCC employees will be provided and required to complete the child abuse training within 6 weeks of employment.

The following policy and procedures shall apply to all GCC employees. Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance pursuant to the following policy. The reporting duties are individual and cannot be delegated to another individual except under circumstances set forth in Penal Code 11166. It is the policy of the GCC Board that all employees shall comply with the law's reporting procedures whenever they have knowledge of or observe a child in the course of their employment whom they know or reasonably suspect to have been the victim of child abuse. (Board Policy: Child Abuse Policy BP 18-18)

### **Definitions**

1. "Child Abuse" or "neglect" includes the following:
  - a. A physical injury inflicted by other than accidental means on a child by another person.
  - b. Sexual abuse of a child.
  - c. Willful cruelty or unjustifiable punishment of a child, or willfully inflicting unjustifiable physical pain or mental suffering, or failure to safeguard a child from these injuries when the child is under a person's care or custody.
  - d. Unlawful corporal punishment or injury resulting in a traumatic condition.
  - e. Neglect of a child or abuse in out-of-home care.

Child abuse and/or neglect include both acts and omissions on the part of the responsible person.

2. "Mandated Reporters" are those people defined by law as "child care custodians," "health practitioners," "child visitation monitors" and "employees of a child protective agency." All GCC personnel are Mandated Reporters of suspected abuse and/or neglect, including but not limited to: Teachers, specialists, administrators, school psychologists, licensed nurses, counselors, and Para-educators, or other classified. All GCC employees are required to report instances of suspected or known child abuse and/or neglect *immediately* when the employee has knowledge of or observes a child that the employee knows or reasonably suspects has been the victim of child abuse or neglect.

3. "Child Protective Agencies" are those law enforcement and child protective services responsible for investigating child abuse reports, including the local police or sheriff department, county welfare or juvenile probation department and child protective services.

4. "Reasonable Suspicion" means that it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse. (Penal Code 11166)

5. "Child" means any person less than 18 years of age.

### **Reporting Procedures**

Once an employee witnesses, has been made aware of, has knowledge of, or reasonably suspects that an incident, behavior, or conduct may be an indication of suspected child abuse, the employee shall:

1. **Step #1: Telephone Report.** The telephone report must be made immediately, or as soon as practically possible, upon knowledge or suspicion.

- a. This report will include:
  1. The name of the person making the report.
  2. The name of the child.
  3. The present location of the child.
  4. The nature and extent of any injury.
  5. Any other information requested by the child protective agency or law enforcement office, including the information that led the Mandated Reporter to gain knowledge of or suspect child abuse.
    - (i) When the verbal report is made, the employee shall note in writing the name of the official contacted, the date and time contacted, and any instructions or advice received.
- b. Appropriate agency to report to:
  1. If the suspected child abuse has taken place **within** the family,
    - (i) Call Sacramento Child Protective Services at: 916-875-5437  
(Note: sites outside Sacramento should contact local CPS)
  2. If the suspected child abuse has taken place **outside** the family,
    - (i) Call the local law enforcement department at:
      - a) Sacramento Police Department 916-264-5471
        - Within City of Sacramento
      - b) Sacramento Sheriff's Department 916-874-5115
        - Within Sacramento County
      - c) Yolo County Sheriff's Department 530-666-8282
        - Within Yolo County
      - d) West Sacramento Police Department 916-617-4900
        - Within City of West Sacramento
- c. If the agency asks the child be held until authorities arrive, the employee must remain with the child.

## 2. **Step #2: Written Report**

- a. Within 36 hours of hearing about the incident, the employee shall complete and mail to the local child protective agency (or law enforcement as appropriate) a written report, "Suspected Child Abuse Report," which includes a completed Department of Justice form (DOJ SS 8572).

Employees may obtain copies of the above form either from the GCC central office or the local child protective agency. Instructions are included on the form, and reporters may ask the site administrator for help in completing and mailing it; however, the employee is personally responsible for ensuring that the written report is correctly filed.

- b. The written report is to be addressed to the person to whom the telephone report was made.

3. Employees reporting child abuse to a child protective agency or law enforcement agency are directed to notify the site administrator or designee as soon as possible after the initial verbal report by telephone. Administrators so notified shall provide the employee with any assistance necessary to ensure that reporting procedures are carried out in accordance with applicable law and GCC policy and procedure. At the employee's request, the principal may assist in completing and filing these forms. If the employee does not disclose his/her identity to a site or GCC administrator,

he/she shall at least provide or mail a copy of the written report to the GCC without his/her signature or name.

4. After completing the process above, the employee's primary responsibility is finished. The employee is not to conduct an investigation regarding the suspected abuse, not to confer with the person(s) alleged, to have mistreated the child, nor contact the child's home or the alleged perpetrator prior to making the report. There is no duty for the reporter to contact the child's parents. In fact, if a child is released to a peace officer or a child protection agency, the reporter shall not notify the parent as required in other instances of removal.

### **Legal Responsibility and Liability**

1. Mandated Reporters have absolute immunity. School employees required to report are not civilly or criminally liable for filing a required or authorized report of known or suspected child abuse. This immunity shall apply even if the Mandated Reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his or her professional capacity or outside the scope of his or her employment.

2. If a Mandated Reporter fails to report an instance of child abuse which he/she knows to exist or reasonably should know to exist, he/she is guilty of a misdemeanor punishable by confinement in jail for up to six months, a fine of up to \$1,000, or both. The Mandated Reporter may also be held personally liable for damages resulting from any injury to the child after a failure to report and could incur costs of defense and any subsequent damages to the child.

3. All employees are subject to disciplinary action for failure to report suspected child abuse pursuant to this policy. Moreover, GCC is not obligated to defend an employee who neglects or fails to make a required report.

4. When two or more persons who are required to report have joint knowledge of a suspected instance of child abuse, and when they so agree, the telephone report may be made by either of them and a single report made and signed by that person. However, if any person knows or should know that the designated person failed to make the report, that person then has a duty to do so.

5. The duty to report child abuse is an individual duty and no supervisor or administrator may impede or inhibit such reporting duties. Furthermore, no person making such a report shall be subject to any sanction.

### **Victim Interviews**

Upon request, a child protective agency representative may interview a suspected victim of child abuse during school hours, on school premises, concerning a report of suspected child abuse that occurred within the child's home. The child shall be given the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the child. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform him/her, before the interview takes place, of the following legal requirements:

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.



2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

### **Release of Child to Peace Officer or Child Protective Services Agent**

When a child is released to a peace officer or child protective services agent and taken into custody as a victim of suspected child abuse, the Superintendent or designee and/or principal shall not notify the parent/guardian as required in other instances of removal of a child from school, but rather shall provide the peace officer or agent with the address and telephone number of the child's parent/guardian. It is the responsibility of the peace officer or agent to notify the parent/guardian of the situation. (Education Code 48906)

Peace officers and child protective services agents will be asked to sign an appropriate release or acceptance of responsibility form.

### **When School Employees are Accused of Child Abuse**

Regardless of the identity of the suspected child abuser, the major responsibilities of Mandated Reporters are to: 1) identify incidents of suspected child abuse, and 2) comply with laws requiring the reporting of suspected abuse to the proper authorities. Determining whether or not the suspected abuse actually occurred is not the responsibility of the school employee. Such determination and follow-up investigation will be made by a child protective agency.

The GCC may at any time take action in accordance with the at will nature of GCC employment. Possible employee actions by the GCC may include, but are not limited to, reassignment, leave of absence, or release from employment. The Superintendent or designee may seek legal counsel in connection with employee actions related to this policy.

### **Training**

GCC shall provide training to all new personnel regarding the obligations as Mandatory Reporters and the steps required to report suspected abuse. Employees new to the GCC will receive a more extensive Child Abuse training within six (6) weeks of employment. Child abuse reporting procedures are reviewed yearly for all returning GCC employees, within the first six (6) weeks of the school year. Employees requiring English translation of the training will be offered translation. Both the employee and translator will sign an acknowledgment form indicating this service was used.

### **GCC Staff Acknowledgement**

As a part of the employee hire packet, employees will sign a Child Abuse Acknowledgement form that outlines their designation as a Mandated Reporter and receipt and understanding of this policy.

## **LEAVES OF ABSENCE**

The GCC board recognizes that everyone needs to take time off from work occasionally and shall provide for our eligible employees paid and unpaid leaves of absence in accordance with law and board policy as stated in this Handbook.

All paid time off is compensated at the employee's base hourly or salary rate. In general, employees will be considered to be on an unpaid leave of absence unless he or she is being paid by GCC. An employee is on an unpaid leave of absence even if he or she receives pay from the State, such as SDI, Paid Family Leave, or workers' compensation. When employees are on unpaid leave of absence in excess of thirty (30) days for any reason, they are ineligible for group health benefits. However, if the law requires that group health benefits continue during the leave, (under FMLA, CFRA, PDL) then GCC will provide those benefits accordingly. Otherwise, GCC does not continue the employee's health insurance coverage. Insurance may be self-paid under COBRA provisions. Employees who are schedule off calendar or on a paid leave of absence, such as sick leave, holidays, personal leave, may remain eligible for group health benefits during the portion of their paid leave.

### **INDUSTRIAL INJURY LEAVE (WORKERS' COMPENSATION)**

GCC, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include, if applicable: medical care, cash benefits (tax-free), replacement of lost wages, and vocational rehabilitation.

To ensure that the employee receives all workers' compensation benefits, to which he or she may be entitled, the employee will need to:

**Immediately report ANY work-related injury to the employee's supervisor and call the HR office at 916-286-5160.** A copy of the reporting procedure is available at every site.

1. Within 24 hours, the employee completes the Employee Injury/Incident Investigation Report and forwards it to the Human Resources Department. If the employee is unable to report the injury, the employee's supervisor should complete, and submit, the form. Forms are available on the GCC Website or by calling the numbers listed above.
2. Follow all instructions received from the Workers' Compensation claims adjuster assigned.
3. Provide Human Resources with the medical certification from your healthcare provider regarding the need for workers' compensation disability leave and your ability to return to work from the leave. Also submit any follow-up medical appointment or physical therapy appointment verification forms to Human Resources Dept.

Time off for a workers' compensation illness or injury (including doctor appointments, physical therapy or time off work due to the injury/illness) is considered unpaid time off, unless the employee chooses to use his/her sick time during the absence(s). To request to use sick time, the employee must submit their absence in Aesop.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from workers' compensation leave, the employee will be reinstated to his/her same position held at the time the leave began or to an equivalent position if available.

If, after returning from workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a disability, GCC's obligations to the employee may include reasonable accommodation, as governed by applicable disability law.

Employees who are injured in a work-related incident will be referred to a physician designated by the workers' compensation claims manager for medical treatment, unless prior to a work-related injury, GCC has received from the employee written notice that the employee wishes to be treated by his or her own physician. The GCC Workers' Compensation provider will provide a form and work with the employee's physician to determine if they will accept workers' compensation patients.

Employees who do not designate their own physician will be treated by the workers' compensation designated physician for work-related injuries for at least thirty (30) days. Employees may seek treatment from their own physician after thirty (30) days should they so desire, provided that the physician elected will in fact treat for work related/occupational injuries.

The law requires that GCC notify the workers' compensation insurance company of any concerns of false or fraudulent claims. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. A violation of this law is punishable by imprisonment for one (1) to five (5) years or by a fine not exceeding \$50,000 or double the value of the fraud, whichever is greater, or both. Additional civil penalties may also be in order.

## **FAMILY MEDICAL LEAVE ACT and CALIFORNIA FAMILY RIGHTS ACT**

Upon hire, GCC provides all new employees with notices required by applicable law regarding their family and medical leave rights.

The function of this policy is to provide employees with a general description of their leave rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If the employees have any questions and concerns with this policy, please contact Human Resources.

### **General Provisions**

Under this policy, GCC complies with the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), both of which require GCC to permit each eligible employee to take up to twelve (12) workweeks of leave (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a twelve (12) month period for the birth or adoption of a child (under CFRA, for purposes of bonding only), the employee's own serious illness or to care for certain family members (or a designated person under CFRA) who have a serious illness. Except when coordinated with Pregnancy Disability Leave, FMLA and CFRA leave time run concurrently. To initiate a leave of absence, the required forms, or the process and procedures, please contact Human Resources Dept. or online at [www.gcccharters.org](http://www.gcccharters.org) under the Staff page.

### ***Criteria for FMLA and CFRA Leave***

To be eligible for FMLA/CFRA leave, the employee must have been employed by GCC for a total of at least twelve (12) months (not necessarily consecutive), and must have worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA/CFRA leave, and are employed at a worksite where there are 50 or more employees of the GCC within 75 miles (for FMLA) and are employed at a worksite where there are 5 or more employees (for CFRA).

### ***Events That May Entitle and Employee to FMLA/CFRA Leave***

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

1. To bond with the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude within twelve (12) months immediately 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 (employees that have a disability caused by pregnancy, childbirth, or a related medical condition will be covered by GCC's separate pregnancy disability policy, which runs concurrently with FMLA, but not CFRA).

\* 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, domestic partner or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse. A serious health condition may involve one or more of the following:

- a. "Inpatient care" means a stay in a hospital, hospice or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care. A person is considered an "inpatient" when a health care facility formally admits the person to the facility with the expectation that the person 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.
- b. "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, for a period of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
  1. Treatment two or more times by a health care provider (for FMLA only, the two treatments must occur within 30 days, and the employee's first treatment must occur within the 7 days of the first day of incapacity), by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
  2. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider.

- c. “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 member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for 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 (FMLA/CFRA) and (registered domestic partner CFRA only) 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.

#### ***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) or a total of twelve (12) workweeks for any purpose in any twelve (12) month period, as described below, for any one (1), or combination of the above-described situations. “Twelve (12) workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight (8) hour days per week, “twelve (12) workweeks” means sixty (60) working and/or paid eight (8) hour days.
- 2. An employee who is the spouse, son, daughter, parent or next of kin of a covered Armed Forces servicemember is entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
- 3. GCC will measure the “Twelve (12) month period” as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the School will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.
- 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, GCC’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 Break, the days GCC’s activities have ceased do not count against the employee’s FMLA/CFRA leave entitlement. Similarly, if an employee uses FMLA 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. All FMLA/CFRA leaves are unpaid leaves.
2. An employee on FMLA/CFRA leave because of his or her own serious health condition, for baby bonding, or to care for a spouse, parent, child or registered domestic partner with a serious health condition may use any or all accrued sickness/personal paid 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.
3. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA/CFRA leave.
4. Employees on a leave of absence are not eligible for holiday pay while on leave. This time will be counted as unpaid or the employee may choose to use sick time.
5. Sick leave pay accrues during any period of unpaid FMLA/CFRA leave only until the end of the month in which unpaid leave began.

### ***Health Benefits During FMLA/CFRA Leave***

The provisions of GCC's various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time. The employer portion of health benefits of employees on FMLA/CFRA leave will be paid by GCC 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.

It is the employee's responsibility to pay the employee portion of benefit premiums during his/her leave of absence. When a request for FMLA/CFRA leave is granted, GCC will give the employee written confirmation of the arrangement options 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. If the employee's portions of the health premiums are not paid in a timely manner, GCC may cancel the benefits during the employee's leave of absence. The employee may reinstate benefits within 31 days of his/her return from leave.

If the employee wishes to discontinue his/her benefit during an approved FMLA/CFRA leave of absence, he/she must submit a written waiver within 31 days of the start of the leave of absence.

GCC may recover the health benefit costs paid on behalf of an employee during his or her FMLA/CFRA leaves 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 or 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.

### ***Medical Certifications for FMLA/CFRA Leave***

1. An employee requesting FMLA/CFRA leave because of the employee's serious health condition, the family member's serious health condition, serious injury or illness of the covered service member, or the qualifying exigency for military family leave must provide medical certification from the appropriate health care provider. 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. GCC 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 GCC may contact the employee's health care provider to clarify information in a deficient certification if the employee is unable to cure the deficiency. If GCC has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, GCC may request a second opinion by a health care provider of its choice (paid for by GCC). If the second opinion differs from the first one, GCC will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
3. Re-certifications are required if leave is sought after expiration of the time estimated by the health care provider or when circumstances have changed significantly. Failure to submit required re-certifications could result in termination of the leave.

### ***Procedure for Requesting and Scheduling FMLA/CFRA Leave***

1. An employee should request FMLA/CFRA leave by completing the required Leave Request form, which can be obtained from the Human Resources Department or GCC's website, and submitting it to Human Resources. An employee submitting a Leave Request Form will be given a copy of GCC's then-current FMLA/CFRA leave policy. Employees are required to submit whether or not they intend to return to work in the same employment capacity after their leave. A monthly update of employee's current status and intent is also required.
2. Employees should provide not less than thirty (30) day notice or such shorter notice as is practicable, 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 GCC'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 spouse, parent or child, 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 GCC will grant a request for FMLA/CFRA leave for this purpose of at least one (1) 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. GCC will respond to a FMLA/CFRA leave request no later than five (5) days of receiving the request. If an FMLA/CFRA leave request is granted, GCC 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 After FMLA/CFRA Leave***

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, GCC will give the employee a written notice 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 (for FMLA)
4. If an employee can return to work with limitations, GCC 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 GCC.
5. The School may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

#### ***Employment During FMLA/CFRA Leave***

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

#### **PREGNANCY DISABILITY LEAVE (PDL)**

This policy explains how GCC complies with the California Pregnancy Disability Act, which requires GCC 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 for PDL***

To be eligible for PDL, 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 PDL***

The four (4) month PDL 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 or 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 PDL***

PDL 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 eight-hour days per week, four months means 693 hours of leave (40 hours per week times 17 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 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 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 GCC. The GCC is not required to provide an indefinite leave of absence as a reasonable accommodation.

If a holiday falls within a week taken as PDL, the week is nevertheless counted as a week of PDL. If, however, the employer'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 Holiday Break, Spring Break, or Summer Vacation, the days GCC's activities have ceased do not count against the employee's PDL entitlement.

PDL runs concurrent with FMLA, but not CFRA.

CFRA specifically excludes pregnancy-related disability from the "serious health conditions" for which employers are obligated to provide family and medical leave. The CFRA provisions are

separate and distinct from the pregnancy provisions of the Fair Employment and Housing Act (FEHA), which gives employees the right to take up to 4 months off if disabled on account of pregnancy, childbirth or related medical condition. Therefore, a pregnant employee may be able to take a total of 4 months of PDL plus 12 weeks of CFRA leave in a 12-month period.

### ***Pay During PDL***

1. An employee on PDL may use any or all accrued paid sick leave at the beginning of any otherwise unpaid leave period.
2. The receipt of sick leave pay or disability insurance benefits will not extend the length of PDL.
3. Employees on a leave of absence are not eligible for holiday pay while on leave. This time will be counted as unpaid or the employee may choose to use sick time.
4. Sick leave pay accrues during any period of unpaid PDL only until the end of the month in which the unpaid leave began.

### ***Health Benefits During PDL***

The provisions of GCC's various employee benefit plans govern continued eligibility during PDL and these provisions may change from time to time. The employer portion of health benefits of employees on PDL leave will be paid by GCC 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.

It is the employee's responsibility to pay the employee portion of benefit premiums during his/her leave of absence. When a request for PDL is granted, GCC will give the employee written confirmation of the arrangement options for the payment of insurance premiums during the leave period. If the employee's portions of the health premiums are not paid in a timely manner, GCC may cancel the benefits during the employee's leave of absence. The employee may reinstate benefits within 31 days of his/her return from leave.

GCC 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. GCC 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.

If the employee wishes to discontinue his/her benefit during an approved PDL leave of absence, he/she must submit a written waiver within 31 days of the start of the leave of absence.

### ***Medical Certifications for PDL***

An employee requesting a PDL must provide medical certification from her healthcare provider. 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.

Re-certifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required re-certifications could 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 HR Department. An employee asking for a Request for Leave form will be referred to the organization's then current pregnancy disability leave policy.
2. Employee should provide not less than thirty (30) day or as soon of notice 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 organization'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. GCC 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.

#### ***Employment During PDL***

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

#### ***Return to Work after Pregnancy Disability Leave***

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) or such each means of preserving the job for the employee (such as leaving it unfilled or filling it with a temporary employee) would have substantially undermined GCC's ability to operate the business safely and efficiently. 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 GCC 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, GCC will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with GCC 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 takes FMLA/CFRA leave for reason of the birth of her child at the expiration of her pregnancy disability leave, her right to reinstatement is governed by FMLA/CFRA, not by this policy.
5. If the employee can return to work with limitations, GCC 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 GCC.

## **MILITARY AND MILITARY SPOUSAL LEAVE OF ABSENCE**

GCC 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, employees shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued paid time off, if any, as wage replacement during time served, provided such paid time off accrued prior to the leave.

Except for employees serving in the National Guard, GCC 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 their covered service obligation under the USERRA or California law shall be credited, upon their 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.

GCC 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.

### **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 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.

### **DRUG & ALCOHOL REHABILITATION LEAVE**

GCC will reasonably accommodate any employee who volunteers to enter an alcohol or drug rehabilitation program, if the reasonable accommodation does not impose an undue hardship on the School. Reasonable accommodation includes time off without pay and adjusting work hours. You may use accrued and unused sick leave. All reasonable measures to safeguard your privacy will be maintained.

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

### **DOMESTIC VIOLENCE/SEXUAL ASSAULT/STALKING CRIME OR ABUSE LEAVE**

For purposes of this section, a "victim" includes any of the following: (A) a victim of stalking, domestic violence, or sexual assault; (B) a victim of a crime that caused physical injury or that

caused mental injury and a threat of physical injury; and (C) a person whose immediate family member is deceased as the direct result of a crime. The term ‘crime’ is defined to mean a crime or public offense as set forth in Section 13951 of the California Government Code.

If you are a victim of domestic violence, you may take time off to obtain or attempt to obtain judicial relief, such as obtaining restraining orders, to help insure your health, safety or welfare or that of your child(ren). Employees may use any available sick/personal necessity leave. Otherwise, the time off is unpaid. All employees can take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking.

You must give the GCC/School reasonable notice unless advance notice is not feasible, and provide certification that you are seeking such assistance.

Certification may be sufficiently provided by any of the following:

- A police report indicating that you were a victim of domestic violence or sexual assault;
- A court order protecting or separating you from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that you appeared in court; or,
- Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that you are undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.
- 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 Labor Code Section 230.1

Employees have the right to ask the GCC/School for help or changes in their workplace to make sure they are safe at work. The GCC/School will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. The School may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation. The GCC/School will maintain confidentiality regarding any requests for accommodations under this policy.

The GCC/School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision. The GCC/School will not discharge, discriminate or retaliate against an employee who exercises their rights under this law. Domestic violence, sexual assault and stalking victim’s leave for medical treatment does not exceed or add to the unpaid leave time that FMLA/CFRA allows.

GCC is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee is a victim of domestic violence, sexual assault, or stalking.
- The employee asked for time off to get help.
- The employee asked GCC for help or changes in the workplace to ensure safety at work.

Employers are prohibited from discharging, discriminating or retaliating against an employee who is a victim of domestic violence or the victim of sexual assault for taking time off to seek medical attention, obtain services from a domestic violence shelter or program or rape crisis center, obtain psychological counseling, participate in safety planning, or temporary or permanent relocation.

## **CIVIL AIR PATROL LEAVE**

GCC provides eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to 10 days of unpaid leave per calendar year. Leave for a single emergency operational mission will generally be limited to three days unless an extension is granted by appropriate government entities and approved by the GCC/School.

To be eligible, employees must have been employed with GCC for 90 days immediately preceding the commencement of leave. Additionally, the GCC/School may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave requested or taken.

Employees may use accrued, unused sick/personal necessity leave for leave taken under this policy. The notice and eligibility requirements for any such paid time off will generally apply to an employee's request for use of paid time off under this policy.

Employees are required to give the GCC as much notice as possible of the intended dates upon which the leave would begin and end. The GCC will restore the employee to the position he or she held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid.

## **WORKPLACE SAFETY AND HEALTH**

### **SAFETY**

GCC is committed to maintaining safe and secure campuses for all of its pupils and staff. To that end, the Board approved Comprehensive School Safety Plan covers GCC's policies and expectations regarding the practices of each school in maintaining the security of the physical campus, responding appropriately to emergencies, increasing the safety and protection of students and staff, and creating a safe and orderly environment that is conducive to learning.

It is the responsibility of each employee to conduct all tasks in a safe and efficient manner complying with all local, state and federal safety and health regulations and program standards, and with any special safety concerns for use in a particular area or with a client.

Although most safety regulations are consistent throughout each department and program, each employee has the responsibility to identify and familiarize her/himself with the emergency plan for his/her working area. Each facility shall have an emergency plan detailing procedures in handling emergencies such as fire, weather-related events and medical crises.

It is the responsibility of the employee to complete either the Property Incident Report or Student Accident Report for each safety and health infraction that occurs by an employee, student or that the employee witnesses. Failure to report such an infraction may result in employee disciplinary action, including termination.

Furthermore, management requires that every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow GCC safety and health guidelines or engaging in conduct that places the employee, students or School property at risk can lead to employee disciplinary action and/or termination.

The Safety Committee, with input from each site Principal, shall have the responsibility to develop and the authority to implement the safety and health program in the interest of a safer work environment. All safety forms and the complete GCC Comprehensive School Safety Plan (BP 03-19) are located at each school site and online at [www.gcccharters.org](http://www.gcccharters.org) under the Staff page.

## **EXPOSURE CONTROL PLAN**

Gateway Community Charters is committed to providing a safe and healthy work environment for our entire staff. In pursuit of this endeavor, GCC has created an exposure control plan (ECP) to eliminate or minimize occupational exposure to bloodborne pathogens in accordance with OSHA standard 29 CFR 1910.1030, "Occupational Exposure to Bloodborne Pathogens."

The ECP is a key document to assist our organization in implementing and ensuring compliance with the standard, thereby protecting our employees. The ECP includes:

- \* Determination of employee exposure
- \* Implementation of various methods of exposure control, including:
  - Universal precautions
  - Engineering and work practice controls
  - Personal protective equipment
  - Housekeeping
- \* Hepatitis B vaccination
- \* Post-exposure evaluation and follow-up
- \* Communication of hazards to employees and training
- \* Recordkeeping
- \* Procedures for evaluating circumstances surrounding an exposure incident

The methods of implementation of these elements of the standard are discussed in the ECP, which is available by contacting the GCC Central Offices. All safety forms and exposure control plans are within the Injury Illness Prevention Program (IIPP). The IIPP plans are located at each school site and online at [www.gcccharters.org](http://www.gcccharters.org) under the Staff page.

## **DRUG-FREE AND ALCOHOL-FREE**

GCC has a longstanding commitment to provide a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities. For these reasons, GCC is committed to the elimination of drug and/or alcohol use and abuse in the workplace.

All employees will be required, at the time of hire, to sign the Drug-Free and Alcohol-Free Policy which provides detailed information as to what is considered violations of the policy. To obtain a copy of this policy please contact the Human Resources Department or online at [www.gcccharters.org](http://www.gcccharters.org) under the staff page.



## **SMOKE-FREE WORKPLACE**

All GCC sites are non-smoking facilities. It is the policy of GCC to prohibit smoking, use of tobacco, or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, e-cigarettes, e-hookahs, and other vapor-emitting devices (Electronic Nicotine Delivery Systems- ENDS), mini cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel on all school and GCC premises in order to provide and maintain a safe and healthy work environment for all employees and students. Employees are encouraged to serve as models for healthy practices that are consistent with the GCC instructional programs.

All employees will be required, at the time of hire, to sign the Smoke-Free Policy which provides detailed information as to what is considered violations of the policy. To obtain a copy of this policy please contact the Human Resources Department or online at [www.gcccharters.org](http://www.gcccharters.org) under the staff page.

## **EMPLOYEE CHANGE OF ASSIGNMENT**

Employees of GCC charter schools are each given an initial site assignment.

## **EMPLOYEE INITIATED ASSIGNMENT CHANGE REQUEST**

Employees may request a change of assignment at any time. Assignment change requests will be submitted in writing to the Administrator of the employee's present assignment. Approvals of change of assignment requests are contingent upon the mutual agreement of the Administrators of both the employee's present assignment and requested placement as well as the approval of the Superintendent/CEO or designee.

## **ADMINISTRATIVELY INITIATED ASSIGNMENT CHANGE**

By mutual agreement, Administrators and/or GCC Superintendent/CEO or designee may at any time, assign an employee to another GCC charter site. Administratively initiated assignment changes should be based upon highest and best use of resources as necessary for the success of the mission and vision of Gateway Community Charters and must be pre-approved by the Superintendent/CEO or designee. Employees will be given written notice of the assignment change and reasonable explanation for the assignment change.

In the event a change of assignment is contested by any of the concerned parties, the GCC Board of Directors or the Superintendent/CEO or designee will review the relevant issues and approve or deny the assignment change.

## **EMPLOYEE EVALUATIONS AND REVIEWS**

GCC Administrators and Supervisors evaluate all employees on an annual basis through a variety of methods and to provide employees with feedback and professional growth/remediation plans to support success. An exception to this policy is Teachers/Specialists who have reached Level 3 of the GCC Reflections on Teacher Practices (ROTP) process, who are evaluated every other year.

Reflections on Teacher Practices (ROTP) is a collaborative process between teacher/Specialist and administrator designed to foster teacher/Specialist development and growth toward instructional excellence. ROTP is based on the California Standards for the Teaching Profession (CSTPs) for

site based teachers and Domains for independent study teachers/specialists as well as other GCC goals/priorities. There are three levels of ROTP that are based on teaching experience.

GCC Administrators, from the Superintendent to the Principal level, are formally evaluated on an annual basis. GCC Principals, Vice Principals and Site Administrators are evaluated annually using Reflections on Administrator Practice (ROAP), which is based on the CPSEL Standards across a variety of standards and in relation to the GCCs annual Blueprint for Excellence, Priorities and Goals and other GCC initiatives.

GCC Classified employees are evaluated at least annually by their immediate supervisor using the GCC Classified Evaluation Form.

### **CONSISTENCY WITH CURRENT APPLICABLE LAW**

GCC will comply with all applicable laws to the extent required by such law. To assist employees in understanding their rights, GCC has included summaries of some current laws in this Handbook. Of course, as those rights change due to revisions in applicable law, GCC will comply with the revisions in applicable law. This Handbook will be deemed to be revised to be consistent with applicable legal revisions whenever such legal revisions become effective even though the Handbook language has not been changed. This Handbook does not create rights beyond those required by applicable law.

## ACKNOWLEDGMENT

PLEASE READ THE EMPLOYEE HANDBOOK AND COMPLETE AND RETURN THIS PORTION TO GCC HUMAN RESOURCES.

PRINT EMPLOYEE NAME: \_\_\_\_\_  
First Last

I acknowledge that I have reviewed either a paper or digital version of the GCC Employee Handbook (board approved and adopted on August 29, 2023). I understand that I am responsible for knowing and adhering to the policies set forth in the Employee Handbook during my employment with GCC.

I understand the policies contained in the Employee Handbook are not intended to create any contractual rights or obligations, and GCC reserves the right to amend, interpret, modify, or withdraw any portion of this Employee Handbook at any time.

Just as I am free to terminate the employment relationship with GCC at any time, I understand and agree that my relationship with GCC is at-will which means that my employment is for no definite period and may be terminated by GCC at any time and for any reason with or without cause or advance notice. I also understand that GCC may demote or discipline me or alter the terms of my employment at any time at its discretion, with or without cause or advance notice.

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement that expressly states that it is modifying this Acknowledgment and/or the at-will relationship, and is signed by me and the Superintendent/CEO. I also understand that no other employee representative of GCC has the authority to enter into any such agreement.

Any agreement to employ me for any specified period of time or that it is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable, unless in writing, and expressly states that it is modifying this Acknowledgment and/or the at-will relationship, and is signed by me and the Superintendent/CEO.

I further understand and agree that if the terms of this Acknowledgment are inconsistent with any policy or practice GCC now or in the future, the terms of this Acknowledgment shall control.

I acknowledge that I have read and understand the following policies included in this handbook:

- Unlawful Harassment, Discrimination, Retaliation Policy – I acknowledge that GCC has made me aware of the seriousness in violating the policy regarding sexual harassment.
- Equal Employment Opportunity Policy – I acknowledge that I have been made aware that GCC has a policy against discrimination in employment. GCC is committed to equal opportunity for all individuals.
- Technology Use Policy – I acknowledge that I have been made aware that GCC has a policy regarding Technology Use.
- Child Abuse Policy – I acknowledge that I have been made aware that GCC has a policy and procedure regarding Child Abuse.

Finally, I agree that this Acknowledgment contains a full and complete statement of the agreements and understanding that it recites, and that I agree that this Acknowledgment supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Acknowledgment.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Please indicate your location/school: ☐ CCCS McClellan ☐ CCCS FH ☐ CCCS Stephen Dr. ☐ COA Elementary ☐ COA Middle School ☐ EPIC ☐ Futures HS ☐ GCC Central Office ☐ GCC Virtual Academy ☐ GIS ☐ HLA ☐ SAVA EGUSD ☐ SAVA SCUSD ☐ SAVA TRUSD

## 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.*

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

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

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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: \_\_\_\_\_