



GATEWAY COMMUNITY CHARTERS, INC

EMPLOYEE HANDBOOK

GCC Board approved February 8, 2022

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 18 years we have grown to include nine successful charter schools serving approximately 5,200 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. 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,

Dr. Cindy Petersen – Superintendent/CEO



Gateway Community Charters

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Gateway Community Charters

CORE VALUES

Student Focused

Excellence

Responsibility

Valuing People

Integrity

Collaboration

Empowerment

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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. 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 (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists)
- Color;
- Gender (including gender identity and gender expression);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (which includes, without limitation to religious dress and grooming practices);
- Marital status;
- Age;
- National origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency);
- Ancestry;
- Physical or mental disability;
- Medical condition;
- Protected medical leaves: Genetic information;
- Sexual orientation;
- Military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training):
- Immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking)
- Domestic violence victim status:
- Political affiliation; or
- Any other consideration made unlawful by federal, state, or local laws.

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 Jason Sample, 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: Jason.Sample@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 Board Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation (BP 11-18). 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 (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks and twists); color; gender (including gender identity and gender expression); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); 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); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

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

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 Board (if a complaint is about the Principal) or the Principal or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. 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 sexual harassment, discrimination, and retaliation training within six (6) months of their assumption of a supervisory position and will receive further training once 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 training and/or instruction concerning sexual harassment in the workplace 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** of BP 11-18 for the "Harassment/Discrimination/Retaliation 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.

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.

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 worker's 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, customers, 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, customers, 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, customers, 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, customers, 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 construed, 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 Deputy Superintendent.

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 Deputy Superintendent.

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 medial policy will result in disciplinary action, up to, and including termination.

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 more than three (3) consecutive days.

EXIT PROCESS/INTERVIEW

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. In addition, employees may be asked to participate in an exit interview. This interview is intended to permit separating employees the opportunity to communicate their views regarding their work with GCC, including job duties, job training, job supervision, and job benefits.

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 agendaized board meeting. All board meeting minutes and agendas are available online at www.agendaonline.net/public/gatewaycc. Board members may be contacted using the contact information available on the web at 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 company 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. If the situation is not resolved the employee should reach out to the Human Resources Department. 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. 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, Personnel Action Form (PAF) 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 credentialed positions. The GCC Salary Schedules divide job titles and relevant information according to these two categories. By definition a credentialed position requires a specific California Commission on Teacher Credentialing (CCTC) issued credential. A GCC credentialed employee is an employee who is working in a position for which a CCTC credential is a requirement. A classified employee is defined as an employee who is working in a position that does not require a CCTC 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 physician 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. Additionally, should an employee, during his/her employment with the GCC, be convicted of a controlled substance or sex offense, or serious or violent felony, the employee must immediately report such a conviction 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 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.

GCC 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.

If you have any questions or need more information on immigration compliance issues, please contact the Principal, or immediate supervisor.

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)
2. **Non-Exempt Employees:** *Non-Exempt Employees* are employees whose work is covered by the overtime provisions of applicable law.

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.

Full time teachers are required to be on campus for their prep periods unless arrangements have been made with their immediate supervisor or the Superintendent/CEO. Teachers 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.

REST/MEAL BREAKS

REST BREAKS

All non-exempt employees are provided with an opportunity to take meal and rest periods as required by law. Non-exempt employees are entitled to take a ten (10) minute paid rest period for every four (4) hours of work time. Non-exempt employees on rest breaks are not required to clock in and clock out because this time is considered “time worked” and is compensable.

MEALS (LUNCH) BREAKS

Non-exempt employees who work a period of more than five (5) hours in a work day are entitled to a meal (lunch) period of at least thirty (30) minutes, which must be taken before the beginning of the fifth (5th) hour. If the work period is less than six (6) hours, then the meal period may be waived by written mutual consent of the employee and GCC. Meal periods will be an unpaid 30-minute period, to be taken during the workday. Non-exempt employee on meal (lunch) breaks are required to clock in and clock out, as the meal period will not be included in the total hours of work per day and is not compensable. Non-exempt employees are to be completely relieved of all job duties while on meal breaks.

IMPERMISSIBLE USE OF MEAL AND/OR REST BREAKS

Neither the lunch period nor the rest break(s) may be used to account for an employee's late arrival or early departure or to cover time off for other purposes—for example, rest breaks may not be

accumulated to extend a meal period, and rest breaks may not be combined to allow one half-hour long break.

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. Employee should make an effort to 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's absence due to illness for more than three (3) consecutive days requires 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.

COMPENSATION

PAYMENT OF WAGES

All GCC employees are paid semi-monthly. Pay periods for all employees will be from the 1st through the 15th of the month and the 16th through the last day of the month. All employees will be paid twice a month on or around the 9th and 25th of the month. Approved payroll schedules will be published on the GCC website for the current school year prior to July 1st. 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>.

Hourly employees will be paid for actual minutes worked, adjusted to the nearest increment of fifteen (15) minutes.

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. The error will be reviewed and any necessary corrections will be made in a timely manner.

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 non-exempt employees who work approved hours that constitute overtime will be paid at the applicable overtime rate. Non-exempt 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 (7th) 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, adjusted to the nearest increment of fifteen (15) minutes.

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.

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/November 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 company benefit plans, please refer to the company Summary Plan Descriptions, contact the Human Resource department or online at 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 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

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
- Martin Luther King Jr.
- Lincoln's Day
- Washington's Day
- Memorial Day
- Labor Day
- Veterans Day
- The day before Thanksgiving Day
- Thanksgiving 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, Curriculum Coach, School Nurse, School Psychologist, Speech, Language & Hearing Pathologist, and School Social Worker are not eligible for holiday pay (these are considered non-paid/non-work days). 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 BP 07-16 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 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 1st and five (5) days on January 1st. 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) or more 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), 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 Board 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 board or designee shall have the final discretion as to whether a request reflects true personal necessity. Personal necessity 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 non-exempt 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 worker's 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.

BEREAVEMENT LEAVE

GCC provides regular full-time employees up to three days paid bereavement leave, beyond sick or Personal Necessity due to the death of an immediate family member. This 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. . If a funeral is more than 500 miles from your home, you may receive paid leave for five days. 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, non-exempt 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. A detail of the Salary Schedule Movement including years of service (BP 05-21) can be viewed online at www.gcccharters.org under the Staff page.

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, Assistant Superintendent or the Superintendent/CEO, 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 company information for personal gain or GCC's detriment;
- Using company 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. The complete GCC Gifts to Personnel Policy (BP-10-16) can be viewed at online at www.gcccharters.org under the staff page.

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, national origin, or any other factors not involving professional qualifications or performance. Close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other. Employment guidelines/restrictions have been established to avoid the possibility of favoritism based on family or personal relationship. The complete GCC Anti-Nepotism Policy (BP-10-13) can be viewed at online at www.gcccharters.org under the staff page.

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. These types of documentations are 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. A complete Board Policy: (BP 06-08) of guidelines have been established for using the Internet,

company-provided cell phones and e-mail in an appropriate, ethical and professional manner, which can be viewed at www.gcccharters.org under the Staff page.

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, company-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 company-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 under the staff page.

RIGHT TO MONITOR

All GCC supplied technology and GCC related work records belong to the company and not to the employee. GCC may routinely monitor use of company-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 Gateway Community Charters 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 of 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 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 (WORKER'S 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 Worker's 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 worker's 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 worker's 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 Worker's Compensation provider will provide a form and work with the employee's physician to determine if they will accept worker's compensation patients.

Employees who do not designate their own physician will be treated by the worker's 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 the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Act .

The function of this policy is to provide employees with a general description of their FMLA 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 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 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. .
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 family member child, parent, spouse (FMLA/CFRA) and parent-in-law, grandparent, grandchild, sibling or registered domestic partner, (CFRA only)with a serious health condition* or military service-related injury.
 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 FMLA leave in a single twelve (12) month period to provide said care.

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.

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 company 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.
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 employees' 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 their immediate supervisor 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 spouse, child, or parent. 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 (other than a "key" employee whose reinstatement would cause serious and grievous economic injury to GCC's operations) 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 (other than a "key" 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 company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Limitations on Reinstatement After FMLA/CFRA Leave

GCC may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous economic injury to GCC's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of GCC's employees within 75 miles of the employee's worksite.

A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of FMLA/CFRA leave, that he/she qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if GCC determines that substantial and grievous economic injury to GCC's operations will result if the employee is reinstated from FMLA/CFRA leave. At the time it determines that refusal is necessary, GCC will notify the "key" employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause GCC to suffer substantial and grievous economic injury. If GCC realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

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 Principal/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 LEAVE

GCC is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the company's policy that no employee or prospective employee will be subjected to any form of discrimination, harassment, intimidation, or bullying on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States (USSERRA). Specifically, no person will be denied employment, reemployment, promotion or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or company policy. If any employee

believes that he or she has been subjected to discrimination, harassment, intimidation, or bullying in violation of company policy, the employee should immediately contact Human Resources.

Any employee taking part in the Army Reserve or a similar government military operation may take the time required to maintain membership in such an operation at no pay. Advance notice is required to maintain such a leave status. Available sick time may be used for the absences. However, sick time will not extend the length of the USERRA leave. For teaching staff, a request must first be made to serve the time when school is not in session. Sick time and holiday benefits will not accrue during a military leave.

Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for examinations to determine fitness for any such duty. Subject to certain exceptions under the applicable laws, the total military leave time taken may not exceed five (5) years during employment.

Employees have the right to be reemployed in their job if they leave that job to perform service in the uniformed service if:

- The employee ensure that his/her employer receives advance written or verbal notice of his/her service;
- The employees have five years or less of cumulative service in the uniformed services while with that particular employer;
- The employee returns to work or apply for reemployment in a timely manner after conclusion of service; and
- The employee has not been separated from service with a disqualifying discharge or under other than honorable conditions.
- If the employee is eligible to be reemployed, he/she must be restored to the job and benefits he/she would have attained if he/she had not been absent due to military service or, in some cases, a comparable job.

Employees requesting leave for military duty should contact Human Resources to request leave as soon as they are aware of the need for leave. To request forms and detailed information on eligibility, employee rights while on leave and job restoration upon completion of leave, refer to the California and Federal Employment Notices Poster at each site, GCC website or contact Human Resources.

MILITARY SPOUSE LEAVE

An eligible employee-spouse of a qualified service member is entitled to take ten (10) days of unpaid leave during a period when the spouse or domestic partner is on leave from deployment during a period of military conflict.

An eligible employee must work an average of 20 hours per week; must provide notice of his or her intention to take the leave within two (2) business days of receiving official notice that the service member will be on leave from deployment; and submit written documentation certifying that the service member will be on leave during the time the leave is required.

The employee may use accrued sick or PN for this leave.

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 maintain 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 company safety and health guidelines or engaging in conduct that places the employee, students or company 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 under the Staff page.

EXPOSURE CONTROL PLAN

Gateway Community Charters is committed to providing a safe and healthful 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 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 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 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 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.

