



EMPLOYEE HANDBOOK
2018-2019

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE EXECUTIVE DIRECTOR.

EMPLOYEE NAME: _____

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

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

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

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

Employee's Signature: _____ Date: _____

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I. INTRODUCTION

This Handbook summarizes Girls Athletic Leadership Schools GALS's ("School") personnel policies applicable to all employees. Please carefully review these policies. If you have any questions about the policies outlined in this Handbook, or if you have any other personnel related questions, please consult the Executive Director.

This Handbook is intended only as a guide to the School's personnel policies, outlining and highlighting those policies and practices. It is not, therefore, intended to create any expectations of continued employment, or an employment contract, express or implied. This Handbook supersedes any previously issued handbooks, policies, benefit statements and/or memoranda, whether written or verbal, including those that are inconsistent with the policies described herein. With the exception of the at-will employment status of its employees, the School reserves the right to alter, modify, amend, delete and/or supplement any employment policy, practice, or terms and conditions (including, but not limited to, areas involving hiring policies and procedures, general work place policies, hours of work, overtime and attendance, standards of conduct, employee benefits, wages, employment evaluation, separation, and job assignment) with or without notice. Nothing in this Handbook is intended to limit our employees' rights under applicable laws.

Once you have reviewed this Handbook, please sign the employee acknowledgement form at the end of this Handbook and provide it to the Executive Director. This signed acknowledgement demonstrates to the School that you have read, understand and agree to comply with the policies outlined in the Handbook.

II. HIRING POLICIES AND PROCEDURES

A. AT-WILL EMPLOYMENT

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered “at-will” employees of employer. This Handbook does not in any way reflect a modification to this policy and does not reflect a contract of employment, either express or implied, between you and the School. Accordingly, either you or the School may terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to any employee in connection with his/her employment shall require the School to have “cause” or reason to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School at any time or for any reason. Similarly, your status (for example, position, duties, salary, promotions, demotions, transfers, suspensions, disciplinary action, and/or changes to the terms and conditions of employment etc.) may be changed at-will, with or without cause and with or without notice at any time and at the School’s sole discretion. Other than the Executive Director, no manager, supervisor, or representative of the School has any authority to enter into any agreement for employment with an employee for any specified period of time or to make any agreement for employment other than at-will. Only the Executive Director has the authority to make any such agreement, and then only in writing signed by the Executive Director and the employee and approved by School’s Board of Directors.

It is important that all employees read, understand, and follow the provisions of the Handbook. If you need further information, or if you wish to discuss any policy in this Handbook, please feel free to contact the Executive Director.

B. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The School is an equal opportunity employer. It is the policy of the School to make all employment decisions without regard to:

- Race;
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver’s license issued to persons unable to prove their presence in the U.S. is authorized by federal law);

- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act (“FMLA”), Pregnancy Disability Leave (“PDL”) law, Americans with Disabilities Act (“ADA”), California Family Rights Act (“CFRA”), the Fair Employment and Housing Act (“FEHA”), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

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

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make a good faith effort to provide 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.

An applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact the Executive Director and request such an accommodation, specifying what accommodation he or she needs to perform the job, or if unknown what job duties the disability impairs. The School will then analyze the situation, engage in an interactive process with the employee, and respond to the employee’s request.

If you believe prohibited discrimination has occurred, please immediately contact your school Principal or utilize any complaint procedure set forth in this Handbook. The Principal will notify the Executive Director who will assist in investigating the reports and taking appropriate corrective action as necessary.

C. IMMIGRATION COMPLIANCE

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

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an

employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

D. TUBERCULOSIS TESTING

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

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

E. CRIMINAL BACKGROUND CHECKS

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment 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 School, be convicted of a controlled substance or sex offense, or serious or violent felony, the employee must immediately report such a conviction to the Executive Director.

III. GENERAL WORKPLACE POLICIES

A. POLICY PROHIBITING UNLAWFUL HARASSMENT, DISCRIMINATION, AND RETALIATION

The School is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. The School's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race; color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); 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); immigration status, national origin, or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

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.

The School 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 School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Principal or designee.

When the School 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. The School 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

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

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

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

All supervisors of staff will receive 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** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.

- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person’s sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee’s job more difficult because of the employee’s sex.

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

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

B. OPEN DOOR POLICY

The School wishes to provide the most positive and productive work environment possible. To that end, it has an open door policy where it welcomes your questions, suggestions or complaints relating to your job, conditions of employment, the School or the treatment you are receiving. Please contact the Principal with your questions or concerns. If the situation is not resolved to your satisfaction, please contact the Executive Director, preferably in writing, who will further investigate the issue. If the situation is still not resolved to your satisfaction, you may resort to the Internal Complaint Review Policy.

C. WHISTLEBLOWER PROTECTION

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

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School, and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation, nor anyone who, in good faith, cooperates in the investigation of a violation, shall suffer harassment, retaliation, or adverse employment action.

D. WORKPLACE VIOLENCE

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the School or that occur on School property or in the conduct of School business off property, will not be tolerated. Violations of this policy, by any employee, will lead to disciplinary action, up to and including termination, and/or legal action as appropriate.

Workplace Violence Defined

Workplace violence includes threats of any kind; threatening, physically aggressive, or violent behavior, such as intimidation or attempts to instill fear in others; other behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or swearing, sabotage, threats of sabotage of School property; defacing School property or causing physical damage to the facilities; and bringing weapons or firearms of any kind on School premises or while conducting School business.

Enforcement/Complaint Procedure

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, student, parent, visitor, or anyone else, he or she must immediately notify the Principal or the Executive Director. Furthermore, employees should notify the Executive Director or the Principal if any restraining order is in effect or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the School will inform the reporting individual of the results of the investigation. To the extent feasible, the School will maintain the confidentiality of the reporting employee. However, the School may need to disclose information in appropriate circumstances (for example, in order to protect individual safety). The School will not tolerate retaliation against any employee who reports workplace violence.

If the School determines that workplace violence has occurred, the School will take appropriate corrective action and may impose disciplinary action, up to and including termination.

E. DRUG, ALCOHOL, AND TOBACCO POLICY

The School is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, customer confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other School stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

Confidentiality of Drug Use Disclosures

Disclosures made by employees concerning their use of legal drugs will be treated with due regard to confidentiality and will ordinarily not be revealed to others unless there is a work- or school-related reason for doing so. Disclosures made by employees concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially to the extent possible.

F. SMOKING

The School facility is a no smoking facility.

G. HEALTH, SAFETY AND SECURITY POLICIES

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. You are required to immediately report to your supervisor any potential health or safety hazards and all injuries or accidents, even if you believe the problem is minor or has been corrected.

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

Always ensure that all visitors have signed in the visitor log and are wearing appropriate visitor tags/badges. Suspicious persons or activities should be reported to the Executive Director or the Principal. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuables and/or personal articles in or around your workstation that may be accessible. The Faculty Lounge, if available, has been established as a place where employees can go to relax, eat, or meet in a relaxed atmosphere. Access to this area should be restricted to employees only so that security concerns can be minimized. The security of facilities and the welfare of our students and employees depend on the alertness and sensitivity of every individual to potential security risks. You should immediately notify the Executive Director or the Principal when any person(s) are acting in a suspicious manner in or around the facilities or when keys, security passes, or identification badges are missing.

Please be aware of unknown persons loitering in parking areas, walkways, entrances, exits and service areas. Report any suspicious persons or activities to security personnel or to your supervisor. Secure your desk or office at the end of the day.

H. OCCUPATIONAL SAFETY

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

It is the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately, no matter how minor.

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

Teachers are responsible for storing books, supplies and other items in assigned storage closets, bookshelves and in areas that keep items clear of walkways and doorways.

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

I. ACCIDENT/INCIDENT REPORTING

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes. An accident/incident reporting form should be completed by the Front Office Manager when an accident or injury has been reported. The form must be forwarded to the Executive Director within 24 hours of the time of the incident.

J. REPORTING FIRES AND EMERGENCIES

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

K. SOLICITING/CONDUCTING PERSONAL BUSINESS WHILE ON DUTY

In order to maintain and promote efficient operations, discipline, and security, the School maintains rules applicable to all employees that govern solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should immediately consult with his or her supervisor. These rules are:

1. No employee shall sell merchandise or solicit or promote support for any cause or organization during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and break periods.
2. No employee shall distribute or circulate any written or printed material, other than those approved by management for business purposes, in work areas at any time or during his or her working time or during the working time of the employee(s) at whom such activity is directed.
3. No employee shall enter or remain in School work areas for any purpose except to report for, be present during, and conclude a work period. Non-exempt employees must not begin work and clock in at his or her working area more than ten (10) minutes before they are scheduled to begin and must stop work and clock out from his or her work area no later than ten (10) minutes after their work scheduled for the day is completed. Work area does not include School parking

lots, gates, or other similar outside areas unless an employee is assigned to work in such areas.

4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on School property.
5. Non-employees must sign in at the front office before entering School property. Entry on the School premises by non-employees is not permitted, unless related to official School business.

Violations of this policy may result in disciplinary action, up to and including termination.

L. EMPLOYEE ID BADGES

All designated employees of GALS shall be provided an ID badge indicating their name and title.

It is the employee's responsibility to procure an identification badge through the Office Manager, if the ID badge is lost or stolen. Once issued, the identification badge will be replaced only once if misplaced or lost. Further replacements will be the employee's expense. The ID badge must be worn at all times while on GALS campus. Failure to wear ID badge may result in disciplinary action. Employees are to return identification badges if they leave or terminate their employment. Badges will be reissued when the following work year commences.

M. PERSONNEL FILES AND RECORD KEEPING PROTOCOLS

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

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

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an

arbitrator, administrative law judge, or the Board, and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

N. WORK HOURS AND SCHEDULES

The School's normal business hours are from 7:00 a.m. to 6:30 p.m., Monday through Friday. Employee work schedules shall be consistent with the applicable calendar of work days for their position. Please see your supervisor if you have any questions regarding your regular schedule.

GALS prohibits all non-exempt employees from working off the clock at any time. All time worked must be recorded on the employee's timesheet. This includes the use of laptops, computers, PDAs or cell-phones to check work email, voicemail or to send text messages after hours.

O. MAKEUP TIME

The School may, in its sole discretion, allow the use of makeup time when non-exempt employees need and voluntarily request time off to attend to personal obligations. When approved by the School, employees may take time off and then make up the time in the same workweek in which the time was lost. Such makeup time will be paid at the employee's regular rate of pay. Makeup time may not exceed eleven (11) hours in one workday or forty (40) hours in one workweek.

Makeup time requests must be submitted in writing to the Principal, with the employee's signature, before the extra hours are worked. Requests will be considered for approval based on the business needs of the School at the time the request is submitted. A separate written request is required for each occasion that the employee requests makeup time. Missed work time may only be made up if a legitimate need for the extra hours exists.

An employee's use of makeup time is completely voluntary. The School does not encourage, discourage, or solicit the use of the makeup time.

P. MEAL AND REST PERIODS (MEAL WAIVERS)

Meal Periods

All non-exempt employees must take an uninterrupted, unpaid meal period of at least thirty (30) minutes each workday when the employee works more than five (5) hours. You must commence the meal period before you complete your fifth hour of work. Thus, if you begin working at 8:30 a.m., for example, you must begin your meal period prior to 1:30 p.m. In addition, you must record the actual times that you stop and start work to take a meal period. A second meal period of not less than thirty (30) minutes is also required whenever a non-exempt employee works more than ten (10) hours in a workday. Meal periods are unpaid.

Rest Periods

All non-exempt employees are authorized and permitted to take a ten (10) minute rest period for every four (4) hours, or major fraction thereof, worked. Ordinarily, this amounts to two (2) ten (10) minute rest periods per workday. The first rest period should be taken roughly in the middle of the four (4) hour work period prior to lunch, and the second rest period should be taken roughly in the middle of the four (4) hour work period following lunch.

During your meal periods and rest periods, you cannot be required to work. You are excused from all duties. In addition, please understand that you may not join together required meal or rest periods in order to take a longer period. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier.

In the event that you believe you cannot take a meal or rest period, or you are unable to take a full meal or rest period pursuant to School policy, you must notify the Executive Director in advance whenever possible (and, in any event, as soon as possible) so that the proper measures may be taken.

Failure to comply with the School's policy regarding meal and/or rest periods may result in disciplinary action, up to and including termination.

Q. LACTATION ACCOMMODATION

The School accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the non-exempt employee shall be unpaid. Accordingly, non-exempt employees must record the time on her timesheet as an unpaid break period.

The School will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations. If you are prevented by work circumstances from taking your rest period, you must inform your immediate supervisor or the Executive Director.

R. OVERTIME PAY

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. The School provides compensation for all overtime hours worked by non-exempt employees in accordance with applicable law. All overtime work must be previously authorized by your supervisor. Failure to receive such authorization in advance may be grounds for discipline, up to and including termination. Only actual hours worked in a given workday or workweek can apply in calculating overtime for non-

exempt employees. All overtime work must be previously authorized by the Executive Director. The School provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

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

For overtime pay calculation purposes for non-exempt employees, the workweek at the School begins Sunday at 12:00 a.m. and ends the following Saturday at 11:59 p.m. The workday begins at 12:00 a.m. and ends at 11:59 p.m. Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees

S. PAYROLL

Paydays for employees are scheduled on the **10th and 25th of each month**. Each paycheck will include earnings for all reported work performed through the end of the payroll period. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive their pay before the weekend or holiday.

You should promptly notify the Executive Director if you have a question regarding the calculations of your paycheck. Any corrections will be noted and will appear on the following payroll.

T. TIMECARDS/RECORDS

If you are an hourly employee, you must clock in at the beginning and out at the end of your workday, and clock in and out for any meal periods. Employees must sign their time card/time sheet at the end of each workweek. Blank time sheets are available in the lounge or from the Executive Director.

If you are an exempt employee, you must record your days worked and include vacation and sick time in the applicable HR system (e.g. Paycom) within two (2) weeks of the month's end. All vacation must be pre-approved in the HR system (e.g. Paycom). All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Time records must be accurately kept reflecting all hours worked and meal periods taken by all non-exempt employees. This is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. Time records must be signed

by employees, verifying and attesting to the truth of the information contained therein. All absences, tardies and overtime must be accurately reflected on the time record.

Failure to timely submit signed time sheets in accordance with this policy may result in disciplinary action, up to and including termination. Recording inaccurate time on your timesheet or recording time on another employee's time sheet is a violation of the School policy and may result in discipline, including immediate termination. Employees are strictly prohibited from working "off the clock" or failing to record all time worked. Falsification of any timecard may result in disciplinary action, up to and including termination.

U. PAYROLL WITHHOLDINGS

Consistent with applicable law, the School shall withhold Federal Income Tax, State Income Tax, and Social Security (FICA) from each employee's pay as follows:

Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

State Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.

Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.

State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

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

You may change the number of withholding allowances you wish to claim for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Executive Director.

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

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

GALS offers a 403B plan for eligible employees.

V. EMPLOYEE ATTENDANCE POLICY

Employees are expected to adhere to regular attendance and to be punctual. If you find it necessary to be absent or late, you are expected to arrange it in advance with your direct supervisor. . If it is not possible to arrange your absence or tardiness in advance, you must notify the Principal no later than one-half (1/2) hour before the start of your workday. If you are absent from work longer than one day, you are expected to keep the Principal sufficiently informed of your situation.

Teachers must have substitute lesson plans, class work and homework assignments ready at all times for a substitute to share with students for each day that the teacher may be away from the classroom. If the employee takes more than the allotted personal days during the days of scheduled classes or activities, he/she will not be paid for absences beyond those allotted days.

Excessive absenteeism and tardiness may lead to disciplinary action, up to and including termination. An absence or tardiness without notification to the Principal may lead to disciplinary action, up to and including termination.

If you fail to come to work for more than three (3) consecutive work days without notifying the school, the School will presume that you have voluntarily terminated your position with the School at the close of business of the third missed day.

The School counts on each employee's attendance. Every absence creates a hardship for students and staff. Unsatisfactory attendance, reporting late, or leaving early is unfair to our students and colleagues, and it is not acceptable. If you are going to be absent you must text and email or call your Supervisor by **6:15 a.m.** If you will be absent the following day, please call your Supervisor by **4:00 p.m.** the same day you called in.

Punctual attendance is also essential to our fulfilling our mission at GALS. Because of this, we expect teachers to arrive on time at 7:30 a.m. each day. This means that the classroom doors should be open by 7:30 a.m. and that your computer should be on and you should be logged onto the network by 7:40 a.m.

Violations of this policy may result in disciplinary action, up to and including termination, unless otherwise protected by law.

W. PROFESSIONAL DEVELOPMENT

Professional development is considered a benefit and an opportunity to enhance or gain important knowledge and skills for your career. Throughout the year, administration will search for professional development opportunities for faculty and staff. Please see your direct supervisor for approval of professional development opportunities prior to registration.

If you have received approval to attend an external professional development opportunity and you have registered for such event, you are required to attend. If you do not attend, you may become ineligible to attend any external professional development opportunity for 12 months.

Teachers attending seminars and conferences must leave lesson plans, class work and homework assignments for a substitute to share with students for each day that the teacher is away from the classroom.

IV. STANDARDS OF CONDUCT

A. PERSONAL APPEARANCE/STANDARDS OF DRESS FOR FACULTY AND STAFF

Neatness, cleanliness, and modesty are absolutely necessary at all times. The image and professional atmosphere at GALS depend, in part, on the image that our employees project to students, families, community members, and others. If you have questions regarding what constitutes proper attire, please consult the Principal or Executive Director in advance in order to avoid conflicts. Any employee who is inappropriately dressed when he/she arrives for work will be considered unsuitable to commence work and will be sent home to change into appropriate dress. Employees who are asked to leave because of inappropriate dress or attire will not be compensated for any time expended in going home or returning to work.

Inappropriate attire for all includes, but is not limited to, the following:

- Inappropriately revealing clothing
- Short skirts (higher than 1" above knee)
- Jeans or cargo pants (Jeans are permitted for school-wide free dress days)
- Sandals, flip-flops or unrepaired shoes
- Head coverings, including hats of any kind, except those worn for religious or safety reasons, inside the building
- Clothing with vulgar language, logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity.
- Advertising of any kind
- Non-school logos

The Principal may determine that other items or appearances not listed above are inappropriate and therefore, each employee must use his and her best judgment as to what constitutes a GALS' professional image.

The Principal will notify all employees of any changes to the dress code.

Violations of this policy may result in disciplinary action, up to and including termination.

B. PROHIBITED CONDUCT

The School expects that all employees will conduct themselves in a professional and courteous manner while on duty. Employees engaging in misconduct may be subject to disciplinary action up to and including termination of employment. The following is a list of conduct that is prohibited by the School. This list is not exhaustive and is intended only to provide you with examples of the type of conduct that will not be tolerated by the School. The specification of this list of conduct in no way alters the at-will employment relationship the employee has with the School.

- Unexcused absence and/or lack of punctuality
- Release of confidential student or other information without authorization
- Possession of or reporting to work while under the influence of alcohol or illegal drugs and controlled substances
- Theft or embezzlement
- Willful destruction of property
- Conviction of a felony or conviction of a misdemeanor making the employee unfit for the position
- Falsification, fraud or omission of pertinent information when applying for a position or in any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including time cards.
- Any willful act that endangers the safety, health or well being of another individual
- Horseplay with students, other faculty or staff
- Use of foul, profane or otherwise unacceptable language
- Any act of sufficient magnitude to cause disruption of work or gross discredit to the School
- Misuse of School property or funds
- Possession of firearms, or any other dangerous weapon, while acting within the course of School of your employment
- Acts of discrimination or harassment
- Failure to comply with the School's safety procedures
- Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
- Failure to follow any known policy or procedure of the School or gross negligence that results in a loss to the School
- Violations of federal, state or local laws affecting the organization or your employment with the organization
- Unacceptable job performance
- Dishonesty
- Failure to keep a required license, certification or permit current and in good standing
- Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record
- Failure to observe working schedules, including the required rest and meal periods
- Unreported absence of any three consecutively scheduled workdays
- Unauthorized use of School equipment, materials, time or property
- Working unauthorized overtime or refusing to work assigned over time
- Abuse of Personal Time Off
- Sleeping or malingering on the job, including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
- Wearing extreme, unprofessional, or inappropriate styles of dress while working
- Violation of any safety, health, security, or School rule, including the policies set forth in this Handbook
- Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.

C. CONFIDENTIAL INFORMATION

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, student information, all student lists, student matters, family matters, techniques and concepts, practices, marketing plans, strategies, forecasts, software, computer programs, writings, testing materials, lesson plans, teaching materials, educational strategies and all know-how and show-how whether or not protected by patent, copyright, or trade secret law.

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties.

The School devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of the School, you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by the School. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of the School, either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization. Any and all trade secrets or confidential information (including any student information) shall be returned to the School during extended leaves of absence or upon termination.

During your employment with the School, you will not be permitted nor required to breach any obligation to keep in confidence proprietary information, knowledge, or data acquired during your former employment, and you should not bring such information, knowledge, or data onto school grounds. You must not disclose to the School any confidential or proprietary information or material belonging to former employers or others.

Violations of this policy may result in disciplinary action, up to and including termination.

D. USE OF SCHOOL KEYS, SUPPLIES, EQUIPMENT AND TECHNOLOGY

During the hiring process, staff members will be issued keys, equipment (possibly, including, e.g., a laptop computer, overhead projector, etc., and supplies. All items are property of the School and will be issued for the sole purpose of use for the School. All items will be labeled and assignment to staff will be documented. Staff members are responsible for locking up equipment and supplies each night after school. Classrooms and other rooms of the school facility must be locked all times during the day when the teacher is not in the classroom and after completion of use each day. Keys are the responsibility of staff and are not to be given to students at any time, unless in the event of an emergency.

All items issued to staff members must be turned in to the School Office at the end of the school year. If it is determined after investigation that items have been damaged, lost or stolen as a result of a staff member's carelessness or failure to lock closets or rooms, the staff member will be responsible for replacing the damaged, lost or stolen item.

All School-owned communications equipment and technology, including computers, electronic mail systems, voicemail systems, internet access, software, telephone systems, document transmission systems and handheld data processing systems remain the property of the School and are provided to the employee to carry out business on behalf of the School, unless previously authorized for non-business use. All communications and information transmitted by, received from, or stored in these systems are School records and the property of the School. Communications (including any attached message or data) made using School owned communications equipment and technology are subject to review, inspection and monitoring by the School. Thus, employees have no expectation of privacy in any communications made using School owned equipment and technology.

Employees should not use personal devices or email accounts for School-related communications as these communications may be subject to disclosure as public records. Such communications should only take place using School-issued devices and via the employee's School email account.

Additionally, the School uses technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or with respect to use by minors, images harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting Internet browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter.

Passwords used in connection with the School's communications equipment and technology are intended to restrict unauthorized use only, not to restrict access of authorized School employees. Therefore, employees are required to provide to the Executive Director all passwords used in connection with the School's communications equipment and technology any time the employee's passwords are created or change. In addition, employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Internet Use Policy and Agreement. Employees that do not safeguard their passwords from unauthorized student use, or that allow a student to access computers in violation of the Student Internet Use Policy and Agreement, may be subject to discipline, up to and including termination.

Internet use, unless previously authorized, is for business purposes only. All employees using the internet through the School's communications equipment and technology must respect all copyright laws. Employees are not permitted to copy, retrieve, modify or forward copyrighted materials unless authorized by law or with express written permission of the owner of the copyright. Employees are not permitted to use the School's communications equipment and technology to view visual images that are obscene, child pornography and/or images harmful to minors.

The email system and internet access is not to be used in any way that may be disruptive, harassing or offensive to others, illegal or harmful to morale. The email system and internet access is not to be used in any manner that is against the policies of the School, contrary to the best interest of the School or for personal gain or profit of the employee against the interests of

the School. For example, this includes a prohibition on transmitting or displaying sexually explicit images, ethnic slurs, racial epithets or anything else that may be construed as harassment of, discrimination against, retaliation against, or disparagement of others based on their race, creed, color, religion, national origin, ethnicity, ancestry, sex, sexual orientation, gender, gender identity, gender expression, age, physical or mental disability, marital status, registered domestic partner status, citizenship status, medical condition, pregnancy, genetic characteristics, veteran status or any other legally protected status. Furthermore, employees must not use the School's communications equipment and technology for the unauthorized disclosure, use and dissemination of confidential or personal information regarding students.

Employees should not attempt to gain access to another employee's email files or a voicemail message without the latter's express permission. Each employee is responsible for the content of the messages sent out using his/her School issued equipment. It is strictly prohibited to use another employee's computer to send messages to create the appearance that they are from that employee.

Users are required to comply with this policy and, by using any part of the School's communications and technology systems, agree to be bound by this policy. Any person who discovers misuse of the Internet access or any of the School's technology should immediately contact the Executive Director or the Principal. Any user who violates any part of this policy may be subject to disciplinary action, up to and including termination.

The pace of technological change and growth in electronic communications is rapid. This policy applies to all present and future electronic communications systems and devices, to improvements and innovations to existing systems and devices, and to completely new technologies, devices, and systems. The School reserves the right to amend this policy at any time.

E. SOCIAL MEDIA POLICY

Social media can be a valuable and powerful means of communication. The School recognizes the importance of the Internet in shaping public thinking about the School and our current and potential services, employees, partners, volunteers, and students. The School is also committed to supporting your right to interact knowledgeably, responsibly, and socially in the blogosphere and on the Internet through blogging and participation in social media sites.

Scope

In light of the explosive growth and popularity of social media technology in today's society, the School has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when you: (1) make a post to a social media platform that is related to the School; (2) engage in social media activities during working hours; (3) use School equipment or resources while engaging in social media activities; (4) use your School email address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with the School; or (6) interact with students on the Internet and on social media sites.

For the purposes of this policy, the phrase “social media” refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, Instagram, Twitter, LinkedIn, and YouTube, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums. Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.

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

You are required to comply with all School policies whenever your social media activities may involve or implicate the School in any way, including, but not limited to, the policies contained in this Handbook.

Standards of Conduct

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

- Employees are free to create their own pages on social media sites such as Facebook using personal technology or technology issued by GALS. But, if those pages/sites associate the employee with the organization or if those pages/sites link to pages/sites created and controlled by students, then the organization has the right to monitor those pages/sites and take appropriate action, up to and including termination, in the event that something inappropriate is detected. The organization has sole discretion to determine what is and is not appropriate, and the employee should remember that all interaction with students and colleagues on social media is subject to the same standard of professionalism and decorum that is expected on campus and in the classroom.
- 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 School 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 School’s trade secrets and private or confidential information (as defined in this Handbook). 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 School.

- Do not post confidential information (as defined in this Handbook) about the School, 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.
- While it is acceptable to engage in limited and incidental social media activities at work, such social media activities may not interfere with your job duties or responsibilities. Do not use your School-authorized email address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the School’s reference policy. Do not post employment references for current or former employees, regardless of the substance of such comments, without prior approval from the Executive Director. This includes references and referrals on sites such as LinkedIn.
- Be knowledgeable about and comply with the School’s background check procedures. Do not “research” job candidates on the Internet or social media websites without prior approval from Human Resources.
- Always be fair and courteous to fellow employees, students, customers, suppliers, or other people who work on behalf of the School. Avoid using statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, customers, suppliers, or other people who work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Never post any information or rumors that you know to be false about the School, fellow employees, students, customers, suppliers, people working on behalf of the School, or competitors.
- Express only your personal opinions. Never represent yourself as a spokesperson for the School. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking behalf of the School and that your views do not represent those of the School, fellow employees, students, customers, suppliers, or other people working on behalf of the School. 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 School.”
- Never be false or misleading with respect your professional credentials.

Policy Limitation

The School respects the rights of employees to communicate with one another or with third parties for purposes protected by law, including concerted activity protected by state and federal laws and the National Labor Relations Act. Nothing in this policy will be interpreted to prohibit such communications, nor shall any employee suffer any adverse job action due to such communications.

Access

Employees are reminded that the School’s various electronic communications systems, including its computers, telephones, email accounts, video conferencing, voicemail, facsimiles, and

internal and external networks, are the property of the School. All communications and information transmitted by, received from, or stored in these systems are School records.

As a result, the School may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. The School may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with the School has engaged in a violation of this, or any other, School policy. As a result, employees do not have a reasonable expectation of privacy in this regard.

To set up social media that is owned and operated by the School in compliance with this policy, employees must adhere to the following procedures:

- Request and obtain permission to create School social media from the Principal.
- Contact the Executive Director to set up the social media. Provide the Executive Director with the username and password that you would like assigned to the account. If you change the username and/or password, you must immediately update this information with the Executive Director. Failure to do so may result in disciplinary action, up to and including termination. The School has final approval over all content and reserves the right to close the social media at any time, with or without notice.

Discipline

Any violation of this policy may result in disciplinary action, up to and including termination.

Retaliation Is Prohibited

The School prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation of a potential violation of this policy. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Questions

In the event you have any questions about whether a particular social media activity may involve or implicate the School, or may violate this policy, please contact the Executive Director.

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

F. CONFLICTS OF INTEREST/NEPOTISM POLICY

Situations that result in actual or even potential conflicts of interest must be avoided by all employees. Personal, familial, social, or economic relationships with competitors, suppliers,

parents, students, or coworkers that may impair an employee's ability to exercise good judgment on behalf of the School or that give the appearance of such impairment create an actual or potential conflict of interest. Personal interests (for example, personal financial interests) that may be adverse to the School's interest or may give an employee an unfair advantage regarding such interest may also create an actual or potential conflict of interest. For example, romantic or personal relationships between a supervisor and subordinate employee can lead to supervisory problems, claims of harassment, and morale problems.

The School permits the employment of qualified family members and those occupying similar personal relationships (a "Relation") so long as such employment (including position assignment, job responsibilities, performance, transfer, or promotion) does not: (1) create a supervisor/subordinate relationship with a Relation; (2) have the potential for creating an adverse impact on work performance or morale; or (3) create either an actual or potential conflict of interest. This policy shall be considered in connection with the hiring, assignment, transfer, advancement, and promotion of employees.

For purposes of this policy, "Relation" is defined to include a parent, spouse, significant other, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, first cousin, any other relative by blood or marriage, and any member of the employee's household. A "member of the employee's household" includes individuals who are in committed personal relationships, irrespective of sexual orientation. A "supervisor/subordinate relationship" exists whenever one works within the "chain of command" such that the superior position supervises the other's performance or a direct reporting relationship exists.

All employees must avoid situations involving actual or potential conflicts of interest. An employee or applicant involved in any relationships or situations that he or she believes may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, any other appropriate supervisor, or the individual handling the application process for a determination about whether a potential or actual conflict exists. Applicants may be required to undergo additional interview and application requirements to ensure that no potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances, including, but not limited to, transfer or termination of affected employees or declining to hire affected applicants. Failure to disclose facts related to a potential or actual conflict of interest may result in disciplinary action, up to and including termination.

G. DATING POLICY

The School strongly believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. Although this policy does not prevent the development of friendships or romantic relationships between co-workers, it does establish very clear boundaries as to how relationships will progress during working hours and within the working environment. Individuals in supervisory relationships or other influential roles are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information and their ability to influence others.

Procedure

- Employees who allow personal relationships with co-workers to affect the working environment will be subject to the appropriate requirements of the School disciplinary policy which may include counseling for minor problems. Failure to change behaviors and maintain expected work responsibilities is viewed as a serious disciplinary matter.
- During non-working time, such as lunches, breaks and before and after work periods, employees are not prohibited from having appropriate personal conversations in non-work areas as long as their conversations and behaviors could in no way be perceived as offensive or make anyone else uncomfortable.
- Supervisors, managers, executives or anyone else in sensitive or influential positions must disclose the existence of any relationship with another co-worker that has progressed beyond a platonic friendship. Disclosure may be made to the Principal or the Executive Director. This disclosure will enable the organization to determine whether any conflict of interest exists because of the relative positions of the individuals involved.
- Where problems or potential risks are identified, the organization will work with the parties involved to consider options for resolving the conflict. The initial solution will be to make sure that the parties involved no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions, financial transactions, etc. are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage.
- In some cases more extreme measures may be necessary, such as transfer to other positions or possible termination.
- Refusal of reasonable alternative positions, if available, will be deemed a voluntary resignation.
- Continued failure to work with the organization to resolve such a situation in a mutually agreeable manner may be ultimately deemed insubordination; and therefore serve as cause for immediate termination.
- Where doubts exist as to the specific meaning of the terms used above, employees should make judgments on the basis of the overall spirit and intent of this policy.
- Notwithstanding anything above, all relationships, and the conduct of the parties involved, are subject to the Prohibition of Unlawful Harassment and Retaliation provisions, above.
- Any employee who feels they have been disadvantaged as a result of this policy, or who believes this policy is not being adhered to, should make their feelings known to the Executive Director.

H. CHILD ABUSE AND NEGLECT REPORTING

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

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

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

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

I. PROFESSIONAL BOUNDARIES: STAFF/STUDENT INTERACTION POLICY

The School recognizes its responsibility to make and enforce rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment

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

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

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

- A. Examples of PERMITTED actions (NOT corporal punishment)
 - 1. Stopping a student from fighting with another student;
 - 2. Preventing a pupil from committing an act of vandalism;
 - 3. Defending yourself from physical injury or assault by a student;
 - 4. Forcing a pupil to give up a weapon or dangerous object;
 - 5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;

6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
- B. Examples of PROHIBITED actions (corporal punishment)
1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
 2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
 3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

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

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

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

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

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

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the

duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Intentionally being alone with a student away from the school.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

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

Cautionary Staff/Student Behaviors

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

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

Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.

- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Principal about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

J. OUTSIDE EMPLOYMENT

Employees should not accept any employment or consulting relationship with another person or entity while employed by the School that would interfere with their ability to satisfactorily perform their job duties, reflect negatively on the Employee or the School, or create an actual or potential conflict of interest. The School will hold all employees to the same standards of performance and scheduling demands and will not make any exceptions for employees who also hold outside jobs.

K. EXPENSE REIMBURSEMENTS

The School will purchase the necessary supplies, materials and equipment for staff. Items will be issued to staff or will be available for shared use. If you are in need of instructional materials, supplies, or equipment, please ask the Office Manager or the Principal if the item you need is available at the school. If it is not available, you may complete a Purchase Request Form and submit the form to the Principal, seeking approval for school purchase or for reimbursement.

1. Supplies and Materials:

Employee requests for purchase of supplies, materials or equipment must be submitted through a **Purchase Request Form** for approval by the Principal by the last day of each month. Purchase Request Forms will be reviewed by the Principal and must have signed approval before orders are processed. If the purchase request is denied, the staff member will be notified.

Some items that are needed immediately and are of relatively low cost (under \$100) may be approved for employee purchase and reimbursement. For these items, staff members need to (1) submit a Purchase Request Form to the Principal and wait for notification of approval (2) purchase the item, and (3) submit an **Employee Reimbursement Form** to the Principal along with a receipt for the item(s) purchased. The organization will make every effort to reimburse employees for approved purchases within two weeks of receipt of the reimbursement forms.

2. Mileage

If you are asked to drive for a GALS activity, or if you drive to a professional development activity, you may record your mileage and seek reimbursement by submitting a mileage reimbursement form. GALS will only reimburse mileage that is above and beyond the normal commute of the employee. The rate will be based on the rate established by the Internal Revenue Service. Reimbursable driving must be approved in advance.

3. Professional Development Per Diem

GALS provides up to \$30 per day for reimbursement of food while attending conferences - \$5.00 for breakfast, \$10.00 for lunch and \$15.00 for dinner. Alcohol is not eligible for reimbursement. The employee is responsible for submitting receipts with the Employee Reimbursement Form, upon return from the conference.

L. EMPLOYEES WHO ARE REQUIRED TO DRIVE

School vehicles are the property of the School. Employees who utilize School vehicles have a responsibility to maintain the vehicle to which they are assigned. Employees who drive a School vehicle or their own vehicle on School business are required to present proof of a current, valid driver's license. You must notify your supervisor of any changes to your driver's license status. DMV registration, insurance documentation, and all other required documentation is to be kept in the School vehicle's glove box at all times.

Employees using a personal vehicle for School business will be reimbursed at the per mile rate established by the Internal Revenue Service and must present proof of current, valid license and proof of current, effective insurance coverage. Motorcycles are not an approved form of transportation for conducting School business. As a condition of employment, employees who drive their own vehicle on approved School business are required to use good judgment.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving must refrain from using a cell phone while driving unless they are using a hands-free device. Safety must come before all other concerns. Thus, unless an employee is using a hands-free device in a safe-manner, he or she must safely pull off to the side

of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages while driving is also prohibited.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by the School or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs.

An employee who transports students for School-related activities must have no fewer than two students in the vehicle at a time. An employee may not transport only one student. Before transporting students for School-related activities, employees must have written approval from the Principal and the students' parent(s). Further, an employee may not transport students without first providing proof of adequate insurance to the School. Adequate insurance requires that, at a minimum, the employee has auto insurance with auto liability limits of \$100,000.00 per person - \$300,000.00 per accident - \$100,000.00 property damage.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of his or her employment. As a result, any employee who is charged with a traffic violation or incurs any other form of liability, whether or not resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability.

Violations of this policy will be subject to disciplinary action, up to and including termination.

V. PAID TIME OFF AND EMPLOYEE BENEFITS

A. PAID TIME OFF & VACATION/SICK LEAVE

The School maintains a Paid Time Off (“PTO”) program for non-exempt **full-time non-instructional employees** and Sick or Vacation Days for instructional employees in accordance with the chart and terms below.

CATEGORY	CALENDAR DAYS	NATIONAL HOLIDAYS	SCHOOL HOLIDAYS	PTO DAYS	SICK DAYS	VACATION DAYS
Administrator: Executive Director, Principal	260	11 days	2 days Fall Break, 1 week during Winter Break, 1 week Spring Break	15		
Teacher	195	Please refer to the Employee Handbook for details.	2 days Fall Break, 1 week during Winter Break, 1 week Spring Break		6	3
Office Coordinator	260		2 days Fall Break, 2 weeks during Winter Break, 1 week Spring Break	10		
Custodian	260		1 week during Winter Break, 3 days during Spring Break	10		

1. PTO for Non-Exempt Non-Instructional Employees

a. Accrual of PTO

As of the first day of the school year, all non-exempt non-instructional employees will receive all PTO days upfront. This time off is in addition to the school unpaid holidays. Employees are

allowed to accrue a maximum of two (2) times the annual accrual rate of PTO at any time. Once the employee's PTO time reaches the maximum accrual, further accrual of PTO time is suspended until the employee has reduced the PTO time balance below this limit. If the employee later uses enough PTO time to fall below the maximum, the employee will resume earning paid PTO time from that date forward. In such a case, no PTO time will be earned for the period in which the employee's PTO time was at the maximum.

b. Use and Notification Requirements

i. Paid Sick Leave

Employees may designate up to six (6) days (or up to 48 hours) of their PTO as Paid Sick Leave time and may use the PSL time in minimum increments of two (2) hours.

Paid sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, siblings, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship) 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.

If an employee is absent from work for part or all of a workday for any of the reasons specified above, he or she will be required to use this time to make up for the absence. The employee must provide reasonable advance notification, orally or in writing, of the need to use Paid Sick Leave time, if foreseeable. If the need to use this time is not foreseeable, the employee must provide notice as soon as practicable.

ii. All Other PTO (Non-Paid Sick Leave)

All other PTO requests must be submitted through the Paycom system, unless the time off is due to an emergency or designated as Paid Sick Leave time. All employees must have supervisory approval before taking PTO, which must be requested at least ten (10) business days in advance of the beginning of the anticipated PTO period. PTO shall be scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements. The School will generally attempt to accommodate a Team Member's request to take time off; however the School reserves the right to deny a request for PTO days if it interferes with the needs of the School.

If an exempt employee is absent from work for part or all of the workday, he or she may be required to use accrued PTO to make up for the partial day absence. The School reserves the right to schedule PTO for employees or to compensate employees for accrued, unused PTO time at any time in its sole discretion. If a holiday occurs during your PTO period, you will receive holiday compensation for that day.

c. Payment of Accrued and Unused PTO Upon Termination

Employees who terminate their employment for any reason will be paid for any accrued but unused PTO time in accordance with this policy. PTO time is paid at the employee's final rate of pay at the time of the employee's separation.

The School prohibits discrimination or retaliation against employees for using their PTO.

2. Vacation for Instructional Employees

Instructional employees shall accrue vacation days on a monthly basis in accordance with the chart above.

As noted in the chart above, there is a cap on vacation accrual. Although employees are encouraged to use all earned vacation time each year, employees may accrue up to two (2) times the number of vacation days set forth in the chart above. Once the employee's vacation time reaches the maximum accrual, further accrual of vacation time is suspended until the employee has reduced the vacation time balance below this limit. If the employee later uses enough vacation time to fall below the maximum, the employee will resume earning paid vacation time from that date forward. In such a case, no vacation time will be earned for the period in which the employee's vacation time was at the maximum.

Vacation time may be taken in minimum increments of one (1) hour. If an exempt employee is absent from work for part or all of the workday, he or she may be required to use accrued vacation to make up for the partial day absence.

All employees must have supervisory approval before taking vacation, which must be requested at least ten (10) business days in advance of the beginning of the anticipated vacation period. Vacations shall be scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements. Although the School will attempt to accommodate vacation request to the greatest extent possible, there is no guarantee that any given vacation request will be granted, and the School reserves the right to deny a vacation request based on operational needs of the School. The School reserves the right to schedule vacation time for employees or to compensate employees for accrued, unused vacation time at any time in its sole discretion. If a holiday occurs during your vacation period, you will receive holiday compensation for that day.

Employees who terminate their employment for any reason will be paid for any accrued but unused vacation time in accordance with this policy. Vacation time is paid at the employee's final rate of pay at the time of the employee's separation.

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise amend this policy at its sole and absolute discretion to the extent allowed by law. Please consult the Executive Director with questions regarding this policy.

3. Paid Sick Leave for Instructional and Seasonal Employees

The School enacted this policy to provide paid sick leave ("PSL") to eligible employees.

Eligible Employees

Paid sick leave is available to employees who work at least two (2) hours per week for at least thirty (30) days within the span of a single calendar year from the commencement of employment.

Permitted Use

Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, siblings, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship) 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.

Allotment/Accrual

As of July 1, the first day of the fiscal year, all Instructional employees will be allotted forty-eight (48) hours and on July 1 of each year and/or the employee's first day of work.

All Seasonal employees will accrue one (1) hour of PSL for every thirty (30) hours worked.

PSL days are not accrued on an as-worked basis but rather are allotted to eligible employees on July 1 each year for the following calendar year.

Paid sick time accrues up to a maximum of seventy-two (72) hours. Once the maximum accrual is reached, no further paid sick time will accrue until an employee's accrued paid sick hours decrease below the seventy-two (72) hour maximum.

Limits on Use

Eligible employees may use PSL beginning on the 90th day of employment.

PSL may be taken in minimum increments of two (2) hours. If an employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use PSL to make up for the absence.

Employees may not use more than forty-eight (48) hours of PSL each year.

Notification/Documentation

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable. Reasonable documentation of an employee's illness and/or

medical certification of an employee's fitness to return to work satisfactory to the School may be required.

Termination

Employees will not receive pay in lieu of unused PSL. Unused PSL will not be paid out upon termination.

No Discrimination or Retaliation

The School prohibits discrimination or retaliation against employees for using their PSL.

B. HOLIDAYS

Full-time employees will receive time off with pay at their normal base rate if they are scheduled to work on any of the School-observed holidays listed below.

School Year Holidays

Labor Day
Rosh Hashana
Yom Kippur
Veteran's Day
Thanksgiving
Christmas Eve
Christmas Day
New Years Day
Martin Luther King Day
President's Day
Cesar Chavez Day
Memorial Day
Independence Day

C. INSURANCE BENEFITS

Full-time employees will receive benefits enrollment applications and information during the hiring process. Full-time employees may choose to opt out of the Medical and Dental program and receive up to \$200/month in lieu of benefits paid throughout the year. Employees are automatically enrolled into VSP insurance. Questions regarding benefits should be directed to the Executive Director.

For all eligible full-time employees GALS will pay 100% benefits for the employee only and 50% of employees spouse and/or dependents.

The School provides the following benefits to our full-time employees:

Health: HMO (employees can choose a PPO if they pay for the difference in cost between a PPO and a HMO)

Dental: Dental HMO

Vision

EAP: Employee Assistance Program provides information, resources, and referrals in the areas Of Counseling, Legal Assistance, Financial Services, and Mental Health/Substance Abuse. For Information, call toll-free (866) 312-3077 to speak with an experienced professional who will consult with you.

Life Insurance

403b Retirement Plan

There is no guarantee that the School will continue to maintain a medical insurance plan or that the terms and conditions of any such plan will not be changed at any time. Spouses or dependents of the employee may be eligible to enroll in the medical insurance plan pursuant to the specific terms and conditions of the plan, which ultimately governs all aspects of the employee's eligibility for and participation in the plan. For more information, please contact the Executive Director.

VI. LEAVES OF ABSENCE

A. FAMILY CARE AND MEDICAL LEAVE

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

- **Employee Eligibility Criteria**

To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles (except for purposes of baby-bonding where the threshold is twenty (20) employees).

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

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

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).
 - a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or

any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.

3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces servicemember with 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.

4. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.

- Amount of FMLA Leave Which May Be Taken

1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.

2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces servicemember shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.

3. The “twelve month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.

4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected

to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA 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 Leave

1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

- Health Benefits

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

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

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

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to

return from leave” if he/she works less than thirty (30) days after returning from FMLA 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 leave, or other circumstances beyond the control of the employee.

- Seniority

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

- Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School’s request for certification) may result in denial of the leave request until such certification is provided.

2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee’s health care provider to authenticate a certification as needed.

3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

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

- Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be given a copy of the School’s then-current FMLA leave policy.

2. Employees should provide not less than thirty (30) days’ notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or

his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, 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 leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
 6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
 7. The School will respond to an FMLA leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School'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 leave.
 2. When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).

3. Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
 4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
- **Limitations on Reinstatement**
 1. The School may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous injury to the School’s operations. A “key” employee is an exempt salaried employee who is among the highest paid 10% of the School’s employees within seventy-five (75) miles of the employee’s worksite.
 2. 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 leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School 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 the School to suffer substantial and grievous injury. If the School 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 Leave**

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

B. PREGNANCY DISABILITY LEAVE

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- **Employee Eligibility Criteria**

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

- Events That May Entitle an Employee to Pregnancy Disability Leave

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

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

- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 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 School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

- Pay during Pregnancy Disability Leave

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

- Health Benefits

The School 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. The School can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

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

- Seniority

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

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.
- Requesting and Scheduling Pregnancy Disability Leave
 1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Principal. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
 2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
 5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
 6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
 - Return to Work
 1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.

- b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

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

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

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

C. MATERNITY & PATERNITY LEAVE

GALS will pay the first four (4) weeks of the employee's PDL or CFRA/baby-bonding leave at 55% of the employee's gross income up to and capped at an annual salary of \$85,000.

D. BEREAVEMENT LEAVE

Upon the death of an immediate family member (i.e., mother, father, mother-in-law, father-in-law, persons who have raised the employee, spouse, registered domestic partner, child, grandmother, grandfather, sister, brother, or grandchild.) of a full-time employee, he or she will receive two (2) or three (3) days of paid bereavement leave that will not affect the employee's attendance record. Two days shall be granted if the funeral is in California. Three days shall be granted if the funeral is outside of California.

If any employee requires more than two (2) days off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use accrued PTO or accrued vacation time, which may be granted in the discretion of the School.

E. TIME OFF FOR JURY AND WITNESS DUTY

Employees will be excused from work for required court duty as a juror or witness. However, we request all of our employees to seek a postponement of their jury service, if possible, until their summer vacation. This policy supports our goal of academic and instructional consistency for our students.

Non-exempt employees who are called for jury/witness duty will be provided time off without pay. Exempt employees will receive their regular salaries unless they do not perform any services during a workweek because of the jury/witness duty. Employees may elect to use any accrued PTO or accrued vacation time during jury/witness duty leave.

All employees should notify the Principal immediately when they receive notice to report for jury or witness duty. Employees must show proof of jury or witness service. On any day of jury service in which an employee is excused entirely or in sufficient time to permit him/her to return to work for a minimum of half of his/her regularly scheduled shift, he/she will be required to report to work.

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

F. MILITARY AND MILITARY SPOUSAL LEAVE OF ABSENCE

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

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

Except for employees serving in the National Guard, the School will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For

those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

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

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

G. EMERGENCY DUTY/TRAINING LEAVE

In California, no employee shall receive discipline for taking time off to perform emergency duty/training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty/training, please alert your supervisor so that he or she may be aware of the fact that you may have to take unpaid time off for emergency duty/training. In the event that you need to take time off for emergency duty/training, please alert your supervisor before doing so whenever possible.

This leave is unpaid. You may choose to use your accrued PTO or accrued vacation time if you wish to receive compensation for this time off, but you are not required to do so. Time off for emergency training may not exceed fourteen (14) days per calendar year.

H. SCHOOL APPEARANCE AND ACTIVITIES LEAVE

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

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

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

I. BONE MARROW AND ORGAN DONOR LEAVE

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a twelve (12) month period.

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

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

An employee must first use five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

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

J. VICTIMS OF ABUSE LEAVE

The School provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.

- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

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

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

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

K. TIME OFF FOR VICTIMS OF CRIME

An employee who is the victim of certain crimes (violent felonies, felony thefts, and serious felonies as defined by law) or is the immediate family member, registered domestic partner, or child of the registered domestic partner of such a victim will be given time off as necessary in accordance with the law to attend judicial proceedings in relation to the crime. As a condition of taking time off, employees may be required to provide reasonable advanced notice if feasible and documentation establishing the right to such time off. This time off is unpaid. You may choose to use your accrued PTO or vacation time, but this is not required. The School will make every effort to maintain the confidentiality of any employee requesting crime victim leave.

L. ADULT LITERACY LEAVE

The School will make reasonable accommodations for any employee who reveals a literacy problem and requests that the School assist him or her in enrolling in an adult literacy program, unless undue hardship to the School would result. The School will also assist employees who wish to seek literacy education training by providing employees with the location of local literacy programs.

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

While the School generally encourages employees to improve their literacy skills, the School will not reimburse employees for the costs incurred in attending a literacy program. This time off is unpaid. Non-exempt employees may use accrued PTO or vacation to make up for the work that is missed to attend literacy classes.

M. DRUG AND ALCOHOL REHABILITATION LEAVE

If you decide to voluntarily enter a drug or alcohol rehabilitation program, you may be eligible for an unpaid leave of absence to participate in the program. The School will take reasonable steps to safeguard the privacy of any employee who identifies himself or herself as an individual with a drug or alcohol problem. An employee who wishes to identify himself or herself as such an individual can directly contact the Executive Director.

While the School generally encourages employees to take action to treat drug and alcohol problems, the School will not reimburse employees for the costs incurred in attending a rehabilitation program. This time off is unpaid. Employees may, however, use accrued PTO or vacation time during a requested leave. A request for rehabilitation leave will not protect an employee from disciplinary action when the employee has violated the School's drug and alcohol policies.

N. CIVIL AIR PATROL LEAVE

Pursuant to California law, the School will provide unpaid leave to employees who are volunteer members of the California Wing of the Civil Air Patrol and who have been duly directed and authorized to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Employees must be employed for at least 90 days immediately preceding the commencement of leave in order to be eligible.

Employees are required to give the School as much notice as possible of the intended dates upon which the leave would begin and end. The School 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. However, an employee may utilize accrued PTO or vacation time.

VII. EMPLOYMENT EVALUATION AND SEPARATION

A. EMPLOYEE REVIEWS AND EVALUATIONS

Each employee will receive periodic performance reviews conducted by the employee's supervisor. Performance evaluations will be conducted annually, towards the end of the school year. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions or retention of your job. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your Supervisor and that you are aware of its contents. The evaluation system in no way alters the employment at-will relationship. Failure to perform the performance evaluations does not alter the School's right to discipline or terminate an employee.

B. DISCIPLINE AND INVOLUNTARY TERMINATION

Violation of the School's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions or termination. The School's disciplinary system is informal and the School may, in its sole discretion, utilize any form of discipline it deems appropriate under the circumstances, up to and including termination of employment upon a first offense.

C. VOLUNTARY TERMINATION

Either the employee or the School may terminate the employment relationship at any time, with or without notice and with or without cause. While it is not required, the School requests that employees electing to resign give as much advance notice as possible (preferably at least two weeks) to allow the School to plan for your departure.

An employee who fails to report to work for three (3) or more consecutively scheduled workdays without notice to, or approval by his or her supervisor, will, in most cases, be deemed to have voluntarily terminated his or her employment with the School.

An exit interview will normally be scheduled on the last day of work with the Executive Director. The purposes of the exit interview is to review eligibility for benefit conversion, to ensure that all necessary forms are completed, to collect any School property (including keys, equipment, documents and records) that may be in the employee's possession, to review the employee's obligations regarding confidential information, and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working

environment at the School. The School appreciates receiving candid opinions of the employee's employment. Final pay will be provided in accordance with state and federal law.

D. REFERENCES

When contacted for a reference or employment verification, the Principal of the School will only provide information concerning dates of employment and the title of the last position held. No other employee may act as an official representative of GALS in providing employment verification or acting as a reference for another employee.

VIII. INTERNAL COMPLAINT REVIEW

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

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

Internal Complaints

(Complaints by Employees Against Employees)

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

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

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

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

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

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

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Principal or Board President (if the complaint concerns the Principal) as soon as possible after the events that give rise to the complainant’s concerns. The written complaint should set forth in detail the factual basis for the complaint.

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

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

General Requirements

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

**ACKNOWLEDGEMENT OF EMPLOYEE HANDBOOK
AND AT-WILL EMPLOYMENT**

ALL EMPLOYEES MUST READ THIS EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO THE EXECUTIVE DIRECTOR WITHIN ONE WEEK OF RECEIPT.

I acknowledge that I have received the GALS's Employee Handbook. I understand that it is my responsibility to read the Handbook and understand the contents of the Handbook. I agree to abide by all of the School's policies.

I understand and agree to my at-will employment status as described in the Handbook, summarized as follows:

- This Handbook does not in any way reflect a contract of employment, either express or implied between me and the School.
- The School is an at-will employer. I am free to terminate the employment relationship with the School at any time; the School, in its sole discretion, also reserves the right to modify or terminate the employment relationship with me for any or no reason at any time. Specifically, the School may modify all terms of employment including any policy or practice and/or my hours, wages, working conditions, job assignments, position title, compensation rates and benefits in its sole discretion. Other than the Executive Director, no representative of the School has any authority to enter into any agreement for employment with an employee for any specified period of time or to make any agreement for employment other than at-will. Only the Executive Director has the authority to make any such agreement, and then only in writing signed by the Executive Director and the employee and approved by School's Board of Directors.
- Nothing in this Handbook creates, or is intended to create, a promise or representation of continued employment or guaranteed terms and conditions of employment for me. Further, there is no agreement, express or implied, written or verbal, between the employee and the School for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment.

The foregoing constitutes the entire terms of the agreement between the School and me regarding the duration of my employment and the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment.

Employee's Name: _____

Employee's Signature: _____

Date: _____

APPENDIX A
INTERNAL COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

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

Signature of Complainant

Date: _____

Print Name

Received by: _____ Date: _____

APPENDIX B
HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

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

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

Please review the School's policies concerning harassment for a definition of harassment and a description of the types of conduct that are considered to be harassment.

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

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

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe sexually harassed you or someone else: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

I acknowledge that I have read and that I understand the above statements, as well as the School's Policy Prohibiting Unlawful Harassment, Discrimination and Retaliation. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

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

Signature of Complainant

Date: _____

Print Name

Received by: _____

Date: _____

ACKNOWLEDGEMENT OF POLICY PROHIBITING UNLAWFUL HARASSMENT, DISCRIMINATION, AND RETALIATION

ALL EMPLOYEES MUST READ THE POLICY PROHIBITING UNLAWFUL HARASSMENT, DISCRIMINATION, AND RETALIATION IN THE EMPLOYEE HANDBOOK AND RETURN THIS PORTION TO THE EXECUTIVE DIRECTOR WITHIN ONE WEEK OF RECEIPT.

I acknowledge that I have received the GALS's Employee Handbook and that there is a Policy Prohibiting Unlawful Harassment, Discrimination, And Retaliation within the handbook prohibiting unlawful harassment, discrimination and retaliation and guidelines relative to preventing harassment. I have read and understand this policy and the guidelines and I agree to abide by this School policy.

Employee's Name: _____

Employee's Signature: _____

Date: _____