



# **GUAJOME**

**CLASSIFIED**

**EMPLOYEE HANDBOOK**

**2023/2024 SCHOOL YEAR**

*Through innovation and excellence, our mission is to inspire and empower all learners to become responsible, critically thinking, compassionate global citizens who approach the future with curiosity, courage, and resolve.*

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## SECTION I – NON-DISCRIMINATION POLICIES

### A. EQUAL OPPORTUNITY EMPLOYER

Guajome Park Academy (GPA) is an equal opportunity employer and is committed to an active Non-Discrimination Program that complies with SB 777 and Ed. Code § 220. It is the policy of GPA that unlawful harassment and discrimination is prohibited and that all employees and applicants shall receive equal consideration and treatment. All recruitment, hiring, placements, transfers, and promotions will be based on the qualifications of the individual as they relate to the position being filled regardless of race (including, but not limited to, hair texture, hairstyles such as braids, locks, twists, afros, and/or other protective hairstyles (per SB 188 and Ed. Code § 212.1)), color, creed, gender (including gender identity and gender expression), religion (includes religious dress and grooming practices), marital status, registered domestic partner status, age (over 40), sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions), national origin or ancestry, disability (physical or mental, including HIV/AIDS, cancer, and genetic characteristics), medical condition (including cancer or a record or history of cancer and genetic characteristics), genetic information, request for family care leave, request for leave for an employee's own serious health condition, request for Pregnancy Disability Leave, retaliation for reporting patient abuse in tax supported institutions, sexual orientation, military and veteran status, or any other consideration made unlawful by federal, state, or local laws. Women who are pregnant or affected by pregnancy-related conditions must be treated in the same manner as other applicants or employees with similar abilities or limitations. Any program or activity conducted by an educational institution that receives or benefits from state financial assistance or enrolls pupils who receive state student financial aid is subject to non-discrimination regulations. Further, Education Code §219 adds a prohibition against discrimination against any person based upon the perception that the person has any of the above characteristics or that the person is associated with a person who has, or is perceived to have, any of those characteristics.

To achieve the goals of our Non-Discrimination Program, it is necessary that each member of GPA understands the importance of the program and his or her individual responsibility to contribute toward its maximum fulfillment. Each employee of GPA making decisions that affect employment shall fully comply with GPA's Non-Discrimination Policy.

GPA and its Board recognize that all consolidated categorical aid programs and services must be administered in full compliance with state and federal laws and regulations applicable to charter schools. These categorical programs and services include, but may not be limited to:

- Local Control Funding Formula
- Child Abuse Prevention
- English Language Acquisition Program
- Locally Controlled Accountability Plan
- Summer and After School Programs
- Special Education Program

Additionally, the Board requires that all GPA programs and services shall be free from unlawful discrimination.

All complaints alleging violation of state or federal law or regulations governing the programs or services listed above, or complaints of alleged unlawful discrimination brought by students, employees, parents/guardians, or other members of the community will be resolved in a prompt and equitable manner.

GPA will investigate and seek to resolve complaints at the local level and will follow the Uniform Complaint Procedures when addressing complaints alleging unlawful discrimination or failure to comply with the law in the programs and services listed above.

The Board prohibits retaliation in any form for the filing of a complaint, the reporting of incidents of discrimination, or for participation in complaint procedures. The Board acknowledges and respects student and employee rights to privacy and all complaints shall be investigated in a manner that protects these rights to the greatest extent possible.

The Charter School Superintendent (“CSS”) will designate staff members to receive and investigate complaints and ensure compliance with the state and federal laws and regulations governing the programs listed above. Designated staff members will be responsible for complaint resolution, and will annually notify parents, employees, students, and other interested parties of the Uniform Complaint Procedures, including the opportunity to appeal GPA’s decision to the California Department of Education and any civil law remedies that may be available.

GPA is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of GPA and prohibits unlawful discrimination by any employee of GPA, including supervisors and co-workers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability (physical or mental), GPA will engage in the interactive process which requires communication and good faith exploration of possible accommodations between employers and individuals. The interactive process is a key mechanism in the overall accommodations process with the goal to determine whether the employee can perform the essential functions of his or her job with or without accommodation. GPA will provide reasonable accommodations for known physical or mental limitations and take appropriate steps to ensure that communication with applicants, participants and members of the public with disabilities, and/or their companions are as effective as communication with others unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job must contact Human Resources and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. GPA then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. GPA will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, GPA will make the accommodation.

A public entity is not required to permit an individual to participate in or benefit from the services, programs, or activities of GPA when that individual poses a direct threat to the health or safety of others. In determining whether an individual poses a direct threat to the health or safety of others, a public entity must make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk

If you believe you have been subject to any form of unlawful discrimination, submit a written complaint to your supervisor or Human Resources. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. GPA will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation. If GPA determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the discrimination. GPA will not retaliate against any person for filing a complaint and will not knowingly permit retaliation by any other employee.

## **B. SEXUAL HARASSMENT – EMPLOYEES**

GPA is committed to providing a workplace free of sexual harassment, and any form of such harassment shall not be tolerated. GPA considers sexual harassment to be a major offense which may result in disciplinary action up to and including dismissal of the offending employee.

## **POLICY**

### **1. Scope**

This Administrative Procedure applies to all allegations of sexual harassment involving employment and pre-employment at Guajome Park Academy (GPA). Employees, applicants for employment, and student workers who believe they have been victims of sexual harassment by an employee or official should be referred to, and their complaints processed pursuant to, this Administrative Procedure.

### **2. General Background**

#### ***a. Introduction***

GPA is committed to providing all employees with a work environment free from sexual harassment and will not tolerate such conduct on the part of any GPA employee or official. Individuals who believe they have been subjected to sexual harassment by a GPA employee or official should pursue claims of sexual harassment through this Administrative Procedure.

GPA will not tolerate any retaliation by any GPA employee or official for the filing of, assistance with, or participation in, sexual harassment complaints, investigations, and remedies. A complaining individual (hereafter referred to as the “complainant”) does not have to confront the alleged harasser (hereafter referred to as the “respondent”), nor have the allegations processed by the respondent nor by an individual who is a direct subordinate of the respondent. (See Part II, Procedures, subpart B, Initiating the Complaint Process.)

Nothing within this Administrative Procedure prevents GPA from implementing investigative and/or corrective actions independently of this policy, whether or not an informal or formal complaint has been filed, processed, withdrawn, or otherwise resolved. Any GPA Administrator or supervisor who has knowledge of allegations of sexual harassment shall investigate those allegations or ensure that the appropriate Administrator is informed of the allegations, regardless of whether or not a complaint is processed.

This Administrative Procedure is intended to comply with State and Federal requirements regarding sexual harassment complaints and shall be interpreted and adjusted accordingly.

Any individual who has designated a representative should inform that representative of the need to maintain confidentiality as appropriate to this process, and shall confirm in a signed, written communication to the appropriate GPA representative that information may be supplied to or received from that named representative.

#### ***b. Alternative Sources of Information and Assistance***

Requests for information about the specific rules and procedures for reporting charges of sexual harassment, pursuing available remedies, resolving questions or concerns, or obtaining assistance due to disability or language, should be directed to the EEOC Compliance Officer for GPA, on behalf of:

Guajome Schools, Human Resources  
2000 North Santa Fe Avenue  
Vista, CA 92083  
Phone: (760) 631-8500

#### ***c. Training***

The Charter School Superintendent (CSS), or designee, shall ensure that the employees and other persons responsible for compliance and/or investigations regarding this policy shall be knowledgeable about the laws and programs that he/she is assigned to investigate.

The CSS, or his/her designee, shall ensure periodic training of staff regarding GPA's sexual harassment policy and these complaint procedures.

### **3. Prohibitions and Precautions**

#### **a. Sexual Harassment**

GPA strictly prohibits sexual harassment based upon gender or sex in the workplace environment. Improper sexual harassment can involve conduct by a member of the opposite or same gender, a co-worker, a supervisor or manager, an employee or an agent of GPA, a GPA official, or any such individual who aids, abets, incites, compels, coerces, or encourages the prohibited conduct or attempts to do so. It is not necessary that discipline, loss of tangible job benefits, or economic damage occurred to constitute sexual harassment. The complainant does not have to be the person who was harassed but could be an individual personally and adversely affected by the unwelcome, offensive conduct.

#### **b. Retaliation**

GPA strictly prohibits any retaliation and attempts or threats to retaliate against any employee or individual for initiating, reporting, participating in, or intending to as a complainant, witness, or in any other capacity relating to a complaint or potential complaint. Examples of retaliatory actions include but are not limited to employment decisions which adversely impact terms or conditions of employment. Any employee or official who retaliates or attempts and/or threatens to retaliate against any GPA employee or individual in violation of this Administrative Procedure may be subject to disciplinary action.

#### **c. False Claims**

No individual shall knowingly file any false allegation of sexual harassment or provide any false information in a sexual harassment complaint or investigation. Any individual violating these prohibitions may be subject to disciplinary action independent of this Administrative Procedure.

### **4. Sexual Harassment: Definitions & Illustrations**

#### **a. Definition of Sexual Harassment**

Two general categories of sexual harassment exist: (1) quid pro quo, meaning "this for that" such as submission to sexual conduct is made a condition of employment benefits or terms and conditions of employment, and (2) hostile work environment, meaning the conduct is so severe, persistent, or pervasive that it creates a hostile or abusive work environment.

- Submission to that conduct is either made explicitly or implicitly a term or condition of an individual's employment
- An employment decision is based upon an individual's acceptance or rejection of that conduct;
- That conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

#### **b. Factors to Consider**

A determination of whether particular unwelcome conduct creates an intimidating, hostile, or offensive work environment is assessed from the point of view of a reasonable person in the alleged victim's position and takes into account the totality of circumstances. Factors to consider may include, but are not limited to the following:

- Frequency of the offensive conduct
- Nature and seriousness
- Whether the conduct is physically threatening or humiliating
- Location of the conduct and the context in which it occurred

- Degree to which the conduct affected the employment
- Environment
- Relationship between the parties
- Total physical environment of the victim's work area
- Impact on complainant

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
- Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body, or poking another employee's body
- Unwanted sexual advances, propositions, or other sexual comments, such as: Sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience directed at or made in the presence of any employee who indicates or who has indicated in any way that such conduct is unwelcome in his or her presence
- 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
- 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, objects, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic, or bringing to the work environment 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
- Displaying signs or other materials purporting to segregate an employee by sex in any area of the workplace (other than restrooms and similar semi-private lockers and changing rooms)

The illustrations above are not to be construed as an all-inclusive list of prohibited acts under this policy.

## **PROCEDURES**

### **1. Administrative Procedures**

#### *Time Limit*

All formal complaints of sexual harassment must be presented within one (1) year from the date the alleged conduct occurred. However, nothing within this procedure prohibits GPA representatives from pursuing an investigation and implementing remedies beyond that deadline, with or without the implementation of this procedure.

#### *Confidentiality*

The confidentiality of the information received and the privacy of the individuals involved will be protected and honored to the greatest extent possible. Exceptions may include disclosures required by law or to those individuals who need to know within the context of an investigation, analysis, appeal of sexual harassment allegations, or prevention or correction of misconduct.



The informal as well as the formal complaint procedures cannot be implemented by a potential complainant without discussing the identity of the complainant with the respondent, and the formal complaint procedure cannot be implemented without a written, signed complaint.

Some allegations may be so egregious as to require a GPA investigation, regardless of an individual's desire to remain anonymous or not process a complaint. Therefore, confidentiality is not guaranteed. If an individual informs a supervisor or Administrator about alleged harassment but asks the matter be kept confidential and no action be taken, GPA must still discharge its duty to prevent and correct harassment.

#### *Interim Administrative Options*

At any time, interim actions may be implemented, such as, but not limited to:

- Notification to the respondent of the complaint, of the right of the complainant and participants to be free of retaliation, and that consequences may be imposed should retaliation be attempted or occur
- Direction to the respondent to restrict contact with the complainant
- Placement of the respondent on administrative leave with pay (which shall not be considered a disciplinary action) during the course of the investigation.

A complainant shall not be penalized for the good-faith filing or processing of an informal or formal complaint, and shall not be transferred, reassigned, or removed from active employment without his/her request or voluntary agreement for such action.

## **2. Initiating the Complaint Process**

If any GPA Administrator, supervisor, or official becomes aware of a concern from a potential complainant of allegations of sexual harassment, that GPA representative shall provide a copy of and refer the potential complainant to this policy. The GPA Administrator, supervisor, or official shall also report the contact with the potential complainant to the CSS, or his/her designee, who will record and document the contact.

A potential complainant may directly inform the other party (parties) that the conduct is unwelcome and must stop, but it is not required for the complainant to do so.

At no time must a potential complainant file a complaint with, or have it processed by the respondent or have a complaint processed by a GPA official who is a direct subordinate of the respondent. Such respondents and their direct subordinates are disqualified from receiving, investigating, overseeing, or in any way acting as an official GPA participant for purposes of this policy. In such cases, the complaint should be filed with or processed by the next higher level above the respondent.

## **3. Informal Resolution Process**

If the complaining individual wishes assistance to halt the conduct but does not desire to file a formal complaint, an informal process is available.

An informal complaint is a verbal request made to the concerned individual's immediate supervisor or other GPA manager for assistance with resolving a concern about sexual harassment. An informal complaint may necessitate an inquiry but does not result in implementation of the formal complaint process.

The supervisor or Administrator receiving the informal complaint should provide a copy of the GPA's Sexual Harassment Policy to the complainant and the respondent and ensure that each party understands the procedures to be followed.

The goal of the informal complaint process is to encourage the individuals involved to identify the concern, agree on how to deal with it, and obtain resolution. All outcomes (successful or unsuccessful) must be reported to the CSS or

designee within a reasonable period of time (typically thirty (30) calendar days) of the commencement of the informal process, although further time may be granted within the discretion of the CSS.

Regardless of any informal process, GPA may implement additional investigatory, corrective, and/or preventative actions.

#### **4. Formal Resolution Process**

*Implementation* – The formal resolution process is implemented by the filing of a written, signed complaint with the CSS/designee. The complaint should include the names of the individuals involved, the dates of any applicable events, a detailed description of the actions constituting the alleged sexual harassment, and a statement of the remedy desired by the complainant. Names, addresses, and telephone numbers of witnesses and other pertinent information that may assist the investigator should be included.

*Investigation and Report* – The CSS or designee shall commence a timely investigation. Assistance of legal counsel or licensed investigator may be obtained. The investigation and report shall be completed no later than sixty (60) calendar days from receipt by GPA of a written, signed complaint, unless further time is required by law or if the complainant agrees in writing to an extension. The formal investigation shall result in a report which shall contain, at the minimum, a copy of the complaint, a summary of evidence, findings of fact, a determination of whether the facts indicate that sexual harassment occurred, and a recommendation to resolve the complaint. The report shall also contain notice of the right of either party to appeal, notice that retaliation is prohibited, and notice that the report should remain confidential to the extent required by law. Copies of the report shall be provided to the complainant, the respondent, and/or their respective representative(s). If neither the respondent nor the complainant appeal, the report (including its proposed resolution) shall be implemented and the complaint shall be considered closed.

The complainant or the respondent may appeal the findings, conclusions, or recommendations with the CSS. The written appeal must be received in the CSS's office no later than five (5) working days following receipt of the initial report. The appeal shall specify what facts, conclusions, and/or recommendations are contested, the basis for the appeal, and signature.

*Role of the CSS* – The CSS or designee shall forward a copy of the appeal to the other party as soon as practical, with a request that any response or further information be provided within five (5) working days following the appeal. The CSS or designee shall consider the appeal and may conduct or direct any additional investigation deemed necessary or appropriate, and may modify deadlines upon notice to all parties.

The decision shall be issued within twenty (20) working days of receipt of the appeal. The written decision shall indicate the basis and reasons for the decision. Copies of the decision shall be provided to the complainant and the respondent, or to their respective representative(s).

*Appeal to the Executive Board of Directors* – The complainant or the respondent may appeal the CSS's decision to the Executive Board of Directors. An appeal must be received in the CSS's office no later than the close of business on the fifth (5th) working day following receipt of the CSS's decision. The written appeal shall specify why the CSS's decision should be reconsidered and must be signed and dated. A copy of the appeal will be forwarded to the other party as soon as practical, and will include notice of the right to submit any written response within seven (7) business days.

As soon as it is feasible, the Executive Board of Directors will consider what, if any, additional actions should be taken and issue its final determination. The procedure will comply with applicable provisions of the Brown Act (within Government Code Section 54957, paragraph 2) to the extent required by law.

Notice of the Executive Board's decision shall be provided to the complainant and to the respondent or their respective representative(s), and shall contain notice of the complainant's right to appeal to the applicable state or federal agencies and the procedures to be followed for initiating further appeal.

The Federal Equal Employment Opportunity Commission (EEOC) is an agency that enforces compliance with federal laws and regulations protecting individuals from employment discrimination and may be contacted for assistance with complaints of employment discrimination.

## 5. Dissemination

Information regarding GPA's Sexual Harassment Policy and this Administrative Procedure shall be provided to all employees, including substitute and temporary employees, at the beginning of the first semester of the school year or at the time of hire, as applicable. Information regarding GPA's Sexual Harassment Policy and procedures shall be posted and displayed prominently within GPA's main administration building and each GPA worksite.

## SECTION II - EMPLOYMENT REQUIREMENTS

### A. CHILD NEGLECT AND ABUSE REPORTING

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to a child protective agency. School employees are required to report instances of child abuse when the employee has a "reasonable suspicion" that child abuse has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause another person in the same situation to suspect child abuse. Child abuse should be reported immediately by phone to a child protective agency. The phone call is to be followed by a written report within thirty-six (36) hours. There is no duty for the reporter to contact the child's parents. In fact, if a child is released to a peace officer or a child protective agency agent, the reporter shall not notify the parent as required in other instances of removal.

Child abuse is broadly defined as "a physical injury which is inflicted by other than accidental means on a child by another person." Child abuse can take the following several forms:

- Sexual abuse: Sexual abuse means, in general, sexual assault or sexual exploitation. Sexual abuse does not include children who voluntarily engage in sexual activity with children of a similar age. Pregnancy of a minor does not, in and of itself, constitute suspicion of child abuse.
- Neglect: Neglect occurs when a child's custodian has failed to provide adequate "food, clothing, shelter, medical care, or supervision" that may or may not have resulted in any physical injury.
- Unlawful corporal punishment: Unlawful corporal punishment occurs when any person willfully harms or injures a child to such a degree that results in a traumatic condition; and
- Willful cruelty or unjustifiable punishment: Child abuse also includes the situation where any "person willfully causes or permits any child to suffer...unjustifiable pain or mental suffering" or when any person endangers a child's health.

Child protective agencies responding to incident reports are prohibited from disclosing a reporter's identity to a reporter's employer.

Any person failing to report child abuse as required by law is guilty of a misdemeanor.

### B. CONFIDENTIAL INFORMATION – REGARDING STUDENTS

Under no circumstances will confidential information be discussed with unauthorized persons. Permission must be granted by Administration before staff can give out student information. Names, addresses, and telephone numbers of students/parents shall not be given unless GPA is obligated by law to release the information. Any meetings or

conferences relating to students require careful communication. Staff must be aware of the confidential nature of student records and confidential information in general. Staff may not respond to phone inquiries soliciting confidential information at any time.

All records concerning Special Education pupils shall be kept strictly confidential and maintained in separate files. Please note: The release of unauthorized confidential information may result in immediate dismissal and the filing of criminal charges. When in doubt, check with an Administrator.

### C. CONFLICT OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflict of interest. Such a conflict occurs when an employee is in a position to influence a decision which may result in a personal gain for the employee or their relative as a result of GPA's business dealings. For purposes of this policy, a relative is any person who is related by blood, marriage, or domestic partnership.

No presumption of guilt is created by the existence of a relationship with outside firms; however, if an employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that it be disclosed so that safeguards can be established to protect all parties.

While employed at GPA, employees have access to confidential and proprietary information. Employees therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with GPA.

### D. EMPLOYMENT ELIGIBILITY VERIFICATION DOCUMENT

Verification of the right to work in the U.S. is required by the Federal Government. Upon hire, the employee must complete the federal I-9 document and show evidence of identity and employment eligibility in their original format (no copies will be accepted).

### E. FINGERPRINTS

Each employee will be fingerprinted in compliance with legal requirements and as a condition of employment. Fingerprints are submitted to the Department of Justice and Federal Bureau of Investigation for screening to assure that no employee has been convicted of a crime that would preclude employment by GPA.

### F. FREEDOM FROM TUBERCULOSIS

Verification of freedom from tuberculosis is required upon employment. If a TB test or x-ray was taken for any other reason and has not expired, it will be accepted to meet this requirement. The results must be verified in writing by the medical practitioner or agency who administered the test. GPA must have TB verification within thirty (30) days of employment.

Continuing employees are required to renew their TB verification every four (4) years from the date it was administered. GPA will not cover the cost of the skin test or follow-up x-ray, if needed.

Pay warrants cannot be issued to employees who do not have documentation on file that the employee is free of tuberculosis.

### G. WORKPLACE ANTI-VIOLENCE POLICY

Guajome Park Academy (GPA) is concerned about the increased violence in society which has filtered into workplaces throughout the United States. GPA has taken steps to prevent incidents of violence from occurring at GPA. GPA expressly prohibits any acts or threats of violence by all GPA staff members or former employees against any other employee in or about GPA's facilities or elsewhere. GPA does not condone any acts or threats of violence against GPA's

employees, customers, or visitors at any time, on or off GPA's premises. GPA will not tolerate any type of workplace violence.

To ensure that GPA's objectives are attained, it is the commitment of GPA:

- To provide a safe and healthful work environment, in accordance with GPA's safety and health policy.
- To take prompt corrective action, up to and including immediate termination of any employee who engages in threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
- To take appropriate action when dealing with customers, former employees, or visitors to GPA's facilities who engage in such behavior. Such action may include notifying law enforcement and/or prosecuting violators of this policy to the maximum extent of the law.
- To prohibit employees, former employees, customers, and visitors from bringing unauthorized firearms or other weapons onto GPA's premises or otherwise disrupting any campus or GPA facility.
- To establish viable security measures to ensure that GPA's facilities are safe and secure to the maximum extent possible and to properly manage access to GPA facilities by the public, off-duty employees, and former employees.

Prohibited conduct specifically includes, but is not limited to:

- Causing or attempting to cause physical injury to another person;
- Making threatening remarks;
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another person to emotional distress or causes disruption;
- Possession of a weapon on the premises or the threat of using a weapon on any GPA premises.
- Any other action threatening described in GPA policies.

Employees have a duty to warn their supervisors, Administration, or Human Resources of any suspicious workplace activity or incidents that they observe or have awareness of that involve other employees, former employees, customers, or visitors and that may be problematic. This includes threats or acts of violence, aggressive behavior, offensive acts, discussion of bringing weapons into the workplace, and threatening or offensive comments. GPA does not condone any form of retaliation against any employee for making a report under this policy.

The Ralph Civil Rights Act (California Civil Code Section 51.7) forbids acts of violence or threats of violence because of a person's race, color, religion, ancestry, national origin, age, disability, sex, sexual orientation, political affiliation, or position in a labor dispute.

The Bane Civil Rights Act (California Civil Code Section 52.1) forbids anyone from interfering by force or by threat of violence with a person's federal or state constitutional or statutory rights.

#### **H. OATH OR AFFIRMATION OF ALLEGIANCE (Section 3100 et seq., Government Code of California)**

A signed Oath of Allegiance is required of all California public employees. All GPA employees are required to provide disaster service activities as assigned to them by their superiors or by law. Government Code Section 3100 states: "It is hereby declared that the protection of the health and safety and preservation of the lives and property of the people of the state from the effects of natural, manmade, or war-caused emergencies which result in conditions of disaster or in extreme peril to life, property, and resources is of paramount state importance requiring the responsible efforts of public and private agencies and individual citizens. In furtherance of the exercise of the police power of the state in protection of its citizens and resources, all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law." Leaving campus during such an event will require immediate supervisor's approval.

## I. SEARCH POLICY

Employees should be aware that lockers, computer dialog and content, desks, and other personal spaces provided by GPA are school property, and are subject to search if necessary.

## J. USE OF GPA E-MAIL, VOICEMAIL, AND INTERNET ACCESS

GPA employee use of electronic mail, voicemail systems, and internet access is subject to the following:

- Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
- The E-mail system and internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs, or political beliefs may not be displayed or transmitted.
- Employees should not attempt to gain access to another employee's personal e-mail or voicemail messages without express permission. Administration will not view an employee's e-mail files or voicemail unless there is a business need to do so. System security features, including passwords and delete functions, do not neutralize GPA's ability to access any message at any time. Employees must be aware that the possibility of such access always exists. No assumption of privacy should be made.

## K. COPYRIGHTED MATERIALS

GPA requires compliance with all applicable provisions of federal copyright law, including (where applicable) the U.S. Copyright law (Title 17 of the United States Code); Digital Millennium Copyright Act; Technology Education and Copyright Harmonization Act (TEACH Act); and all other legislation governing the maintenance of ethical standards in the use of copyrighted material. All members of the GPA community shall comply with all of these provisions, and shall not copy or disseminate materials not specifically allowed by the copyright laws, fair use guidelines, licenses, contractual agreements, school procedures, or other permissions. GPA staff and students are also prohibited from using the GPA information network to illegally download or share music, video and all other copyrighted information.

Please note that many works available electronically and on the Internet are protected by copyright, including pictures and images, text, logos, software, music or sounds, movie clips, email, and postings to newsgroups. As a result, much of the material on the Internet may not be copied unless permission is given by the copyright holder or the use conforms to an exception, such as the "fair use" doctrine (see below). This would include copying pictures from the Internet to use on a blog or other web page.

Improper use of copyrighted material can result in substantial fines and costs, as well as legal action, against the school and/or the staff or student. As a result, it is critical for staff and students to be aware of applicable copyright laws and to ensure they do not violate these laws when creating material for GPA publications, including GPA-hosted websites, and for classroom use.

Infringement of federal copyright law by students or staff may result in disciplinary action.

### **Fair Use Doctrine**

Pursuant to 17 U.S.C. 107, the "fair use" doctrine provides an exception under federal copyright law. The doctrine allows the unauthorized reproduction of copyrighted materials for certain specific purposes such as criticism, comment, news reporting, teaching, scholarship, or research based on the following criteria: (1) purpose and character of the use, (2) nature of the copyrighted work, (3) amount and substantiality of the portion used, and (4) effect of the use upon the potential market for or value of the copyrighted work. Other exceptions exist for schools, including library reproduction and archiving (17 U.S.C. 108); first sale (17 U.S.C. 109); and classroom performance, display, and distance education (17

U.S.C. 110). If not covered by an exception, the copyright owner's permission must be obtained before a work can be copied or performed.

If a student or staff member wishes to use copyrighted material that they believe would fall under the fair use doctrine, or if staff or students have any concerns or questions about whether use of material is allowable, please check with the Technology Department before posting or using the material.

## L. VERIFICATION OF SOCIAL SECURITY CARD

GPA requires a copy of employee's social security card be on file with the Payroll Department before any payroll checks will be processed. Per federal regulations, GPA must pay employee exactly as employee's name is listed on employee's social security card. By using the exact information printed on employee's social security card, earnings reported to state and federal agencies will be posted accurately and insure proper credit to the employee. If an employee is paid under an incorrect name or social security number, GPA may be subject to penalties.

## M. DRUG SCREENING

GPA requires all prospective employees to complete a drug screening process at a designated local testing site. This test shall screen for substances that include but may not be limited to marijuana, cocaine, amphetamines, opiates, and PCP. Despite California being a state with legal use of recreational marijuana, GPA is bound to federal regulations as a public entity that receives federal funding and does not view positive test results for marijuana as employable. The use of any drugs (legal or non), alcohol, and tobacco or nicotine products are strictly prohibited on school property or at school-related events.

# SECTION III- CLASSIFIED POLICIES AND PROCEDURES

*Please note: Wherever the word "spouse" is used, the word includes "domestic partner" provided that the employee in such a relationship has first provided to GPA a copy of the Declaration of Domestic Partnership filed with the Secretary of State.*

*Any reference to "family members," "child," "children," or "dependents," and "relatives" shall include employees' domestic partners and the children of such domestic partners provided that the employee in such a relationship has first provided to GPA a copy of the Declaration of Domestic Partnership filed with the Secretary of State.*

## A. SALARIES

### 1. BASE COMPENSATION

All employees who serve other than the required number of days named in their agreement shall receive salary which is the ratio of the number of days they serve and the number of working days required (exclusive of summer school). Annual salaries, as set forth in this policy, shall be paid in twelve (12) equal installments for all classified employees. The pay schedule is subject to the conditions as set forth by the San Diego County Office of Education.

An employee's final paycheck will be delivered by the next normal pay date according to the SDCOE payroll calendar.

<https://www.sdcoe.net/business-services/payroll-services/Pages/payroll-services.aspx>

An employee's salary cannot be changed during the term of an existing agreement unless the placement is in error, there is a change of assignment, duties, and responsibilities, or there is a change in the basic salary schedule.

### 2. INITIAL PLACEMENT ON SALARY SCHEDULE

At the time of initial placement and upon determination by the CSS or his/her designee, considerations for credit of up to ten (10) years of experience in the job classification for newly hired employees will be made. Based on applicable experience, employee will be placed on appropriate step and board approved classified salary schedule.

Guajome's hiring practices are based on the qualifications of the individual and meeting the requirements outlined in the job description. This includes, but is not limited to, the individual's education, work experience, clear and favorable high school behavioral record, successful completion of three (3) years of educational or work experience (part or full time) following high school graduation (individuals who have completed college courses specifically named in job description with less than three (3) years' work experience will be considered as eligible; official transcript is required), possession of required license(s) or certification(s), and demonstrated competence in knowledge, abilities, and assigned responsibilities of the position. The CSS or his/her designee will review candidate applications and make hiring determination.

### **3. SALARY SCHEDULE**

The regular rate of pay for each employee shall be the range and step, together with longevity, where applicable.

*Anniversary Increments* - Contracted classified staff will receive step increase effective July 1 of each year. Employees who enter into a new classification during the school year and new hires will be placed in applicable group/range/step at the beginning of the month the classification began. Hourly employees will receive step increase effective August 1 of each year. In order to be eligible for a step increase, an employee must have worked at least 75% of the school year.

Longevity and promotions will be applied independently of each other.

### **4. DISTRIBUTION OF PAYCHECKS**

*Salaried Employees* – Paychecks are issued according to the SDCOE payroll calendar for any time worked during that month. If the issue date falls on Saturday, Sunday, or a legal holiday, paychecks will be issued on the last working day prior to the day(s) off.

*Hourly Employees* – Paychecks are issued according to the SDCOE payroll calendar of the following month. If the issue date falls on Saturday, or Sunday, or a legal holiday, paychecks will be issued on the last working day prior to the day(s) off.

The following options are available for delivery of paychecks:

- Direct deposit to a financial institution, provided employee has filed the appropriate form with the Payroll Department. Funds will be electronically posted to the employee's checking or savings account each pay day. The employee will have the ability to retrieve an online paystub with all appropriate tax and deduction information.
- Paychecks are available for pick-up in the Business Office from 7:45 a.m. – 4:00 p.m. on payday. Paychecks not picked up will be mailed to the employee address on file the next business day. We cannot assume responsibility for delays that may occur when mail is lost or stolen. A minimum of 7 days must pass before a paycheck can be reported lost.

During school breaks, paychecks will be mailed and will not be available for pick-up.

An employee may elect to change the method in which they receive their warrant at any time. However, the Payroll Department requires fifteen (15) days to process the request. Any changes must be submitted to the Payroll Department in writing.

### **5. TIMESHEETS**

PERS mandates that employees be paid the following month after work has been performed. Guajome will be assessed penalties if these strict timelines are not followed. Completed timesheets for assigned work performed outside the work day must be submitted to the Business Office no later than the end of the first full week of the following month after work is completed. Non-compliance may result in ineligibility of any future timesheet considerations.



Each non-exempt employee is responsible for accurately recording their hours worked, paid break periods and unpaid meal periods, on his/her time sheet. It is essential that this information be accurate.

At the end of the pay period, each employee must sign the time sheet signifying that the time record is accurate and complete. Changes to the time sheet may be made only by the employee and must be initialed by the employee, signifying that the change is correct and accurate.

All timesheets must be submitted to the supervisor for approval before being submitted to the Business Services Department for processing. If an employee feels that changes or alterations have been made in his/her time sheet or that the information entered is incorrect, he/she must immediately notify their immediate supervisor or the Director of Business Services so that the matter can be quickly resolved.

Non-exempt employees shall be compensated for all time worked in excess of eight (8) hours in a day and forty (40) hours in one week, at one and one-half (1½) times the employees equivalent hourly rate of pay. All scheduled (planned) overtime worked must be authorized in advance by the supervisor and later designated on the time sheet showing time commenced and time ceased. A notation must be made on the time sheet as to the purpose of the overtime.

All timesheets must be received by the 5<sup>th</sup> of each month to reflect the most-recently completed month of work. Time sheets received after this date will be processed at the end of the next regularly scheduled pay period. Any exceptions to these timelines will be communicated in writing to staff.

## 6. PAYROLL DEDUCTIONS

All federal, state, and social security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form is completed upon hire and it is the employee's responsibility to report any changes in filing status to the Payroll Department by filling out an updated W-4 form.

Federal and state law requires GPA to withhold the following taxes from the employee's wages:

- Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and, of course, the gross pay amount.
- State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
- CalPERS and/or Social Security: The Federal Insurance Contribution Act (listed on the paycheck as "FICA") requires that a certain percentage of non-certificated employees' earnings be deducted and forwarded to the federal government, together with an equal amount contributed by GPA.
- Medicare Taxes: These taxes are withheld every month. The cumulative amount paid will be listed on the employee's Online Pay Statement.

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

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

All payroll information is confidential and only Payroll and Human Resources have access to this information. An employee who violates this confidentiality is subject to discipline up to and including discharge. Only Human Resources or Payroll may acknowledge dates of employment, position(s) held, or salary and wage information for the purposes of verification of employment, credit checks, etc.

## 7. REIMBURSEMENT FOR WORK RELATED EXPENSES – TRAVEL/CONFERENCE

Employees are encouraged to attend training, workshops, and conferences to keep abreast of new trends and to meet expectations of their job. An employee requesting approval to participate in a conference or training, whether or not it requires travel, must have prior Administrative approval. The event must be related to their assigned duties or tasks.

### Procedures

#### *Prior to travel/conference:*

1. Obtain approval from Administration.
2. Upon approval, complete Section 1 of the Travel/Conference form (form B107).
3. Submit completed form to the Business Office. GPA will pre-pay fees, airfare, hotel, and rental car for employee only. Employee will be given a signed copy of the form.

#### *After travel/conference:*

1. Within five (5) days of the event, complete Section 2 of the signed form B107.
2. Original itemized receipts are required for reimbursement of meals, parking fees, tolls, taxi or shuttle costs, and any other authorized expenses.
3. No public fund reimbursement will be issued for the purchase of alcoholic beverages or extraneous expenses. Other expenses must be on a separate receipt.
4. Effective July 1, 2021, claims submitted for daily cost of meals may not exceed \$55.00. When meals are included in the cost of the event, reimbursement for that meal will not be issued. Additionally, reimbursement outside the actual start time and end time of the event will not be compensated. Costs that exceed the maximum reimbursement rate may require written justification by the employee and will only be reimbursed if approved by Administration. Any employee, who, because of work assignment, must be lodged away from home overnight, shall be reimbursed for the actual and necessary costs of such lodging.
5. Employees who use their personal vehicle to travel on GPA business will be required to maintain sufficient levels of insurance coverage on their vehicle. The employee will be reimbursed at the current IRS mileage reimbursement rate. All employees, when operating any vehicle for GPA business, shall observe all applicable provisions of the California Vehicle Code (i.e. use of seat belts by driver and passengers, no driving under the influence of alcohol/drugs, no handheld cell phone usage, etc.). Any infraction incurred due to the employee's failure to comply with these provisions is the sole responsibility of the employee.

## 8. COMPENSATION FOR TRAINING TIME AND COSTS

An employee who is required by GPA to attend training sessions shall receive compensation as follows:

- **Training During Regular Hours.** When the training occurs during the employee's regularly assigned work hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.
- **Overtime During Training.** For non-exempt employees, when the regularly assigned hours and the hours of training combined total in excess of forty (40) hours on a regularly assigned workweek, the employee shall be paid at the overtime rate appropriate to time in which the training occurs. The overtime rate shall be based on the employee's regular rate of pay.
- **GPA to Pay Training Costs.** Costs incurred under a GPA mandated or approved training program such as transportation, registration fees, and supplies shall be paid for by GPA.
- **When GPA requires an employee to attend training during non-calendared work-time,** GPA shall pay the employee at his or her regular rate of pay.

- Employees are permitted to voluntarily attend GPA provided training without compensation.

## **9. IN-SERVICE AND COMPENSATION FOR MINIMUM DAYS**

In-Service or minimum days shall be regular workdays for all employees and shall be compensated at the employee's regular rate of pay.

The Board approved salary schedules are available at <http://www.guajome.net/Employment.aspx> or is available upon request in the Human Resources department.

## **B. FRINGE BENEFITS**

### **1. MEDICAL INSURANCE**

GPA shall provide eligible employees and their dependents health, dental, vision, and life insurance as described below upon completion of all the necessary employment forms and hiring protocols. Employees may be required to submit proof of dependent eligibility upon request.

GPA will contribute an amount determined each year by the Board of Directors toward the health benefit package offered through GPA for employees who work 30 hours or more a week. The health benefit package includes options for medical, dental, vision, and life insurance. Notification of the amount GPA will pay towards employee benefits will be provided to employees upon hire and during open enrollment. Benefit enrollment is due within two (2) weeks of employee's start date. Enrollment is completed by the employee through Benetrac (online enrollment program). Confidential log-in information is given to the employee during new hire process. During open enrollment and when a "qualifying event" occurs, it is the responsibility of all enrolled employees to make the change in Benetrac (i.e. birth of child, marriage, etc.)

Benefits shall be effective through the end of the month following the most recently completed payroll cycle, according to the San Diego County Office of Education's payroll calendar and timelines as of the effective date of terminated employment. In the event of an employee's death, the dependent may remain with the Group Plan at their expense for an additional six (6) months as provided for under the Consolidated Omnibus Budget Reconciliation Act (COBRA).

If an employee terminates or is on an unpaid leave of absence, he/she is eligible to continue health, dental, vision and life insurance coverage under COBRA. All expenses for coverage are the responsibility of the employee and monthly premiums must be paid by the due date. Failure to pay in a timely manner may result in loss of coverage.

If a qualifying event occurs (includes, but is not limited to, birth of child, marriage, loss of coverage elsewhere, or divorce) and a change is made in benefits coverage(s) after payroll has run and the change increases the employee paid portion, the employee will write a check to Guajome to pay the difference in premium or a deduction will be processed through payroll in the following month. If a qualifying event occurs and a change in benefits coverage(s) is made and the employee paid portion decreases, a payroll adjustment will be completed to reimburse the employee.

### **2. SECTION 125 FLEXIBLE SPENDING**

Employees shall have the opportunity to participate in a pre-tax Section 125 flexible spending plan which can be used for eligible medical expenses. Enrollment information is provided in your new employee packet or may be obtained from Human Resources.

### **3. TAX SHELTERED ANNUITIES**

Employees shall have the option of entering into an agreement for a Tax Sheltered Annuity. For each employee who elects to participate, GPA will make the appropriate deduction to the employee's monthly salary according to the amount designated by the employee, which will be used to purchase an individual, group, or variable annuity contract.

The contract must be issued by an authorized investment company named on the Approved Vendor List located on the Fringe Benefits Consortium Webpage ([www.fbcretire.com](http://www.fbcretire.com)). The contract shall be non-transferable and the participant's rights are non-forfeitable. The annuity program is available at the sole expense of the employee.

Before deciding on an annuity, you should consider your income needs, risk tolerance and investment objectives. An independent investment professional can help you decide if annuities are a suitable investment. Annuities are not a deposit, not FDIC or NCUSIF insured, not guaranteed by the institution, and not insured by any federal government agency. An annuity may lose value. GPA in no way makes any assurance that any tax deferment benefits will accrue. Each employee is advised to seek independent legal and/or tax counsel to determine any personal benefit of purchasing an annuity.

## C. LEAVES

GPA acknowledges that the following policies may be temporarily expanded in response to State and Federal policies to address unforeseen events. GPA will adhere to all State and Federal requirements that may not be fully reflected in the following policies.

### 1. SICK LEAVES

The purpose of sick leave shall be for injury or illness requiring absence. A day (or days) used for sick leave cannot be changed nor reversed. Contracted full-time employees receive sick leave based on the number of assigned work days during the school year. (Refer to the chart below.) Sick leave may only be applied to scheduled workdays. Any amount of leave not used will accumulate from year to year for salaried employees. Contracted part-time employees receive sick leave consistent with number of hours and assigned work days during the school year.

For non-contracted employees (hourly staff), effective July 1, 2015 (AB 1522 "Healthy Workplaces, Healthy Families Act of 2014"), an employee who works thirty (30) or more days within a year from the beginning of employment is entitled to paid sick leave. For employees who meet this criteria, Guajome provides twenty-four (24) hours of paid sick time at the beginning of each twelve (12) month employment period. Employees may use paid sick time beginning on the 90th day of employment. There is no accrual or carry-over of sick time from one year to the next. If twenty-four (24) hours of paid sick leave is exhausted, time off will be unpaid. If at the end of the school year, an hourly staff employee who does not utilize any of his or her available sick time for the year and has worked at least 30 days during the school year, will receive a bonus of \$200 in the June pay cycle.

If an absence lasts for a period exceeding four (4) days, a statement signed by a medical practitioner will be required.

Assigned Annual Work Days	Sick Days
175 to 201 days	10
202 to 214 days	11
215 to 230 days	12

Labor Code § 233 entitles employees to use up to half of their year's accrued sick leave benefits to care for a sick parent, child, spouse or domestic partner.

Employees who must be absent from work are required to notify the site manager and immediate supervisor in advance of the absence so that arrangements can be made for substitutes where necessary. In the event of a planned absence, notify the site manager and immediate supervisor. If the planned absence is for FMLA or other medical leave, employees are required to notify Human Resources.

#### a. Disability Allowance

Short-term and Long-term disability leave insurance is offered through voluntary benefits plans. These plans can be elected, at the employee's own cost, through the benefits open enrollment period each year.

## **2. SICK LEAVE/PERSONAL NECESSITY UTILIZATION**

Employees may use up to forty (40) hours of sick leave in cases of personal necessity. Personal necessity may include any of the following:

- Death or serious illness of a member of an employee's immediate family (this is in addition to Bereavement Leave)
- Accident involving an employee's person or property, or the person or property of a member of an employee's immediate family
- Appearance in court as a litigant, or as a witness under official order
- Adoption of a child
- The birth of a child making it necessary for an employee who is the parent of the child to be absent from their position during the work hours and
- Matters which cannot reasonably be conducted outside the workday, cannot be rescheduled and require your attention.

Employees must notify the direct supervisor of personal necessity leave at least one (1) week in advance, unless an emergency situation occurs. Personal necessity leave does not include vacations or work done for another entity/employer, does not carry over from year to year, and is not paid out upon separation from employment separate from your normal sick leave time. Misuse of personal necessity leave will be Redesignated as Personal Business and may result in written reprimand and/or reduction of pay to match the time missed from work.

Requests for Religious Leave must be submitted two (2) weeks in advance through the Human Resources Department.

## **3. PERSONAL EMERGENCY LEAVE**

An employee may utilize up to six (6) days of accumulated sick leave in any school year for personal emergency leave. Personal emergency leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, and that necessitate immediate attention, and cannot be taken care of after work hours or on weekends.

Personal emergency leave shall not be used for such matters as vacation, recreational activities, or any matter pertaining to an employee's personal business involving an auxiliary income.

Pre-approval for Emergency Leave is required when the need for leave is reasonably anticipated. In order to obtain pre-approval, employee must submit a written request to the immediate supervisor or supervising administrator as soon as possible prior to the event.

Personal Necessity and Personal Emergency are forms of paid leave when an employee is required to be absent from work to attend matters that can't be accomplished during the work day. Personal Business is a form of unpaid leave and is to be used only with prior approval.

## **4. UNPAID DAYS OF ABSENCE**

Employee may request unpaid absence for any justifiable reason not addressed in these leave policies if all sick time is exhausted. The absence must be pre-approved and the employee's regular salary will be adjusted at the per diem rate. The employee must submit the request for unpaid day(s) of absence to the CSS at least seven (7) days prior.

## **5. CATASTROPHIC LEAVE**

A catastrophic illness or injury shall be defined as any illness or injury of a great, often sudden, and unforeseen event or calamity that incapacitates an employee or a member of the employee's immediate family and is expected to continue one or more days beyond the exhaustion of accrued sick time.

*a. Employee Eligibility*

- The employee must be a full time, salaried employee of GPA.
- The employee must complete an application for solicitation of sick leave. Applications can be obtained from Human Resources. Completed applications should be returned to Human Resources.
- The employee must provide a physician's statement, which must include the date the medical condition came into existence, the anticipated duration of the condition, and a statement concluding that the employee must be on leave for specified period due to the condition.
- If an employee is unable to complete the application, the employee's agent or member of the employee's family shall complete the application and provide the appropriate physician's statement.
- Employees may donate sick leave to an eligible employee due to an unforeseen event affecting the health of the employee (or the employee's family) and the employee has exhausted all fully paid leaves.
- Employees who choose to donate sick leave may donate from his/her accrued sick leave. Donations shall be made in terms of days and shall be utilized in terms of days.
- Employees who would like to donate sick days to another employee should make a request through Human Resources. A maximum of two days may be donated at a time, as noted on the form. Additional days may be donated if a second request is made by the employee in need.
- Donations will be transferred to the recipient as needed in the order they are received. The recipient will not be permitted to accrue donated days.

**6. FAMILY AND MEDICAL LEAVE ACT AND CALIFORNIA FAMILY RIGHTS ACT (Leaves run concurrently)**

This policy explains how GPA 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 12 workweeks (workweek is the equivalent of the employee's normally scheduled workweek) (or 26 workweeks where indicated) of FMLA leave in any 12-month period for the purposes enumerated below. Regularly scheduled school breaks DO NOT count against FMLA and/or CFRA. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as "FMLA leave."

*a. Employee Eligibility Criteria*

To be eligible for FMLA leave, the employee must have been employed by the school for the last 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave.

*b. Events That May Entitle an Employee to FMLA Leave*

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

- 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 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 12 weeks of leave for this purpose.
- 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).

- To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury.
- 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. An employee requesting leave for qualifying exigency is required to provide a copy of the applicable orders or call to active duty.
- To provide care to a covered service member (1) U.S. Armed Services, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for a covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness) with a serious injury or illness who is the spouse, son, daughter, parent, or next of kin of the employee. 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.
- A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.

c. Amount of FMLA Leave That May Be Taken

FMLA leave can be taken all at once or intermittently, but may not exceed 12 workweeks (or 26 workweeks where indicated) in a 12-month period. Workweek is defined as the equivalent of twelve of the employee's normally scheduled workweeks. Regularly scheduled school breaks do not count against FMLA leave.

d. Pay During FMLA Leave

- An employee on FMLA leave because of his or her own serious health condition must use all accrued sick leave before commencing unpaid leave.
- An employee on FMLA leave to care for a spouse, parent, or child with a serious health condition or for child bonding may elect to use any sick leave accrued before commencing unpaid leave.
- If an employee has exhausted their sick leave, leave taken under FMLA will be unpaid
- The receipt of sick pay or State Disability Insurance benefits (if eligible) will not extend the length of the FMLA leave.

e. Health Benefits

The health benefits of employees on FMLA leave will be paid by GPA 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, GPA will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

f. Seniority

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

g. Medical Certifications

An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from their health care provider within 15 days of the leave request. Failure to provide required certification in a timely manner will result in denial of the leave request until certification is provided.

GPA may request a second opinion on the employee's health condition by a health care provider of its choice, paid for by GPA. If the second opinion differs from the first, GPA will pay for a third, mutually agreeable health care provider to provide a final and binding opinion.

Recertification will be required if additional leave is sought. Failure to submit required recertification will result in termination of the leave.

#### h. Procedures for Requesting and Scheduling FMLA Leave

Employees shall provide 30 days' notice for foreseeable events, such as childbirth, placement, or planned medical treatment.

Employees must make a reasonable effort to schedule foreseeable events at a time that limits disruption to GPA operations.

FMLA leave may be taken intermittently or on a reduced work schedule as determined by the patient's health care provider.

If FMLA leave is taken for birth, adoption, or placement of the employee's child the minimum duration of leave is two weeks. However, on any two occasions, GPA will grant a request for leave of less than two weeks in duration.

If an employee requires intermittent leave or a reduced schedule that is foreseeable the employee may be temporarily transferred to an alternative position for which he/she is qualified that has equivalent pay and benefits if that position better accommodates recurring periods of leave.

GPA will respond to the leave request within two days. If FMLA leave request is preliminarily granted, GPA may require medical certification before final approval is given. GPA will notify the employee in writing that the leave will be considered FMLA. The notice will explain the employee's obligations and the consequences of failing to satisfy them.

#### i. Return to Work

An employee is entitled to the same or a comparable position with the same or similar duties, 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.

When a request for FMLA leave is granted, GPA will give the employee a written guarantee of reinstatement when the leave ends.

If leave was taken for an employee's own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to return to work before they will be permitted to report for duty.

If an employee can return to work with limitations, GPA will evaluate those limitations and will make every effort to accommodate the restrictions as required by law.

#### j. Limitations on Reinstatement

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



A “key” employee will be advised in writing at the time of the request for FMLA that he/she is considered a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if GPA determines that substantial and grievous economic injury to GPA’s operations will result if the employee is reinstated from FMLA leave. If GPA determines refusal is necessary, GPA will notify the “key” employee in writing by certified mail of its intent to refuse reinstatement. The basis for the determination will be provided to the employee. GPA will give the employee ten (10) days to return to work before any further action can be taken.

k. Employment During Leave

An employee on FMLA leave may not accept employment with any other employer without GPA’s written permission. An employee who accepts such employment will be deemed to have resigned from employment at GPA.

l. Concurrency of Leaves

Worker’s Compensation runs concurrently with FMLA under federal law. An eligible employee may take a combined Industrial Accident/Illness Leave and FMLA for a maximum total of twelve (12) workweeks in a school year. Industrial Accident/Illness Leave may extend beyond the FMLA limit when medically necessary.

## 7. EXTENDED ILLNESS OR INJURY LEAVE

If an employee has exhausted all sick and FMLA leave, but cannot return to work due to illness or injury, the employee may request up to five (5) months of unpaid leave.

## 8. PREGNANCY DISABILITY LEAVE (RUNS CONCURRENTLY WITH FMLA NOT CFRA)

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

PDL may be taken in one or more periods, not to exceed four (4) months. PDL runs concurrently with FMLA but does not count against leave available under CFRA/baby-bonding leave.

a. Pay During Pregnancy Disability Leave

An employee on PDL must use all accrued sick leave status.

Upon the exhaustion of accrued sick leave due to pregnancy-related disabilities only, additional non-accumulated extended illness leave shall be available annually for a period not to exceed eight (8) weeks total. This extended illness leave will be granted only upon receipt of a medical certification substantiating an employee’s need for a leave of absence under Pregnancy Disability Leave (“PDL”), Family and Medical Leave Act (“FMLA”), or California Family Rights Act (“CFRA”). During the extended illness leave time, the employee’s salary shall be the difference between the employee’s salary and the amount actually paid to a replacement employee employed to fill the position during the leave, or if no replacement is employed, the amount which would have been paid to a replacement for contracted days only. Extended illness leave is solely a wage replacement benefit and does not extend the time an employee may be on leave from work pursuant to PDL, FMLA, or CFRA and runs concurrent with PDL and FMLA/CFRA.

An employee may be eligible to receive Disability Benefits through the Employment Development Department.

b. Health Benefits

GPA shall maintain health coverage under a group health plan for an eligible female employee who takes PDL up to a maximum of four (4) months in a 12-month period. The benefits will be at the same level and under the same conditions as if the employee had continued working during the leave period. The employee must continue to pay her share of the

premium, if applicable. If the employee fails to return to her position after PDL, GPA has the right to collect any premiums paid on her behalf during the leave period.

c. Medical Certification

An employee requesting a PDL must provide medical certification from her healthcare provider. Recertification is required if leave is extended beyond the initial return to work date provided by the medical practitioner. Failure to submit recertification may result in termination of the leave.

d. Requesting And Scheduling Pregnancy Disability Leave

An eligible employee can obtain the current Pregnancy Disability Leave Policy and the Request for Leave form from Human Resources. The employee must submit the completed Request for Leave form to their supervisor.

Whenever possible, an employee shall provide at least thirty (30) days' advance notice of the need for PDL. If thirty (30) days' advance notice is not practicable for reasons such as a medical emergency, notice shall be given as soon as possible.

When medically necessary, an employee may take pregnancy disability leave on a reduced work schedule or on an intermittent basis. GPA may require an employee who is on a reduced work schedule or intermittent leave to temporarily transfer to an alternative position for which they are qualified and has equivalent pay and benefits if that position better accommodates the required work schedule. The employee's salary shall be reduced by the number of hours or partial hours taken on an intermittent basis or reduced schedule.

GPA will respond to the request for PDL in writing within ten (10) days of receiving the request.

e. Return to Work

When the employee returns to work, she is entitled to return to the same or equivalent job with no loss of service or other rights or privileges. Should the employee not report to work when released by the physician, she will be considered to have voluntarily terminated employment with GPA.

If the employee would have been laid off or terminated had the employee been working during the leave period, reinstatement shall only be returned to a similar job at the same location if a position is available. If a similar position is not available, the employee shall be afforded the same considerations afforded other employees who are laid off or terminated pursuant to the provisions of the Reduction in Force Policy.

When her condition warrants, GPA shall temporarily modify a pregnant employee's position, or transfer her to a less strenuous or hazardous position, if the temporary modification can be reasonably accommodated. Medical certification for the modification shall be required. A temporary modification or transfer shall not be counted toward the employee's entitlement of up to four (4) months of PDL. An employee shall be reinstated to the same or similar position at the end of the modified work assignment.

Before an employee will be permitted to return from PDL, the employee must obtain a certification from her healthcare provider that she is able to resume work.

f. Employment During Leave

An employee on PDL may not accept any form of employment with any other employer without GPA's written permission. An employee who accepts such employment will be deemed to have voluntarily resigned from employment with GPA.

## 9. WORKERS' COMPENSATION

An industrial accident or illness is any injury or illness which was caused during the performance of job duties. An employee shall be granted leave of absence with supplemental pay, known as Workers' Compensation, when he/she is absent due to an industrial accident or illness in accordance with the following regulations:

- GPA will pay the employee's full salary for a maximum of sixty (60) working days per accident in any fiscal year. In the event that the sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to the amount of the unused leave due him/her for the same injury or illness.
- During the sixty (60) days of leave with full pay, any benefit checks received by the employee under Workers' Compensation shall be endorsed to GPA.
- If an employee has exhausted sixty (60) days of paid industrial accident/illness leave and the employee must still be off from work, the employee may use sick leave to supplement Workers' Compensation payments. When all paid leaves have been exhausted as a result of industrial accident/illness, the employee may be placed on a leave of absence without pay. This does not impact the employee's eligibility for Worker's Compensation or disability benefits.
- Leave taken under this provision runs concurrently with the Family and Medical Leave Act leave under federal law.

## **10. MILITARY AND MILITARY SPOUSAL LEAVE**

GPA 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, GPA 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 leave as wage replacement during time served, provided such leave accrued prior to the leave.

GPA 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. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

GPA 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.

## **11. SCHOOL APPEARANCE AND ACTIVITIES LEAVE**

As required by law, GPA will permit an employee who is a parent or guardian of school children, from kindergarten through grade twelve (12), or a child in a licensed day-care facility, 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. If more than one parent or guardian is an employee of GPA, 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 sick time 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.

## **12. JURY DUTY OR WITNESS LEAVE**

GPA will grant employees paid leave for up to thirty (30) days if called to serve on an inquest or trial jury.

- Employees electing to postpone jury duty to a scheduled non-work day will be compensated at the regular daily substitute rate for each day the individual reports to court. Substitute rate compensation will only be provided for hours required to serve jury duty and will not exceed the employees normally scheduled hours in a day.
- The employee must submit the court time sheet to the Site Manager to receive compensation for his/her time served. Any compensation received by the courts will be deducted from employee's regular pay.
- If dismissed early from jury duty, (before 12:00 p.m.) as reflected on the court time sheet, the employee is to report to work.

If an employee is required to appear in court as the course of duty for GPA, no loss of salary shall be incurred.

When an employee is ordered to appear as in court, before a grand jury, to respond to a subpoena or official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, leave without loss of salary shall be granted for up to ten (10) work days. Any amount the employee receives as a fee will be deducted from their regular pay. Additional leave may be approved without pay.

Victims of domestic violence or sexual assault may take unpaid time off from work to help ensure his/her health, safety, or welfare, or that of his/her child by obtaining:

- A temporary restraining order/restraining order
- Medical attention for injuries caused by domestic violence
- Services from a domestic violence shelter, program, or rape crisis center
- Psychological counseling related to an experience of domestic violence
- Safety planning and other actions to increase safety from future domestic violence, including temporary or permanent relocation.
- Documentation of the need of such leave will be required.

## **13. VOTING LEAVE**

If an employee does not have sufficient time outside of working hours to vote in a public election, the employee may take no more than two hours of work time without loss of pay to vote. Time off to vote shall be granted at the beginning or end of the regular working shift, whichever allows for the most free time to vote and the least time off from their shift, unless another arrangement is mutually agreed upon. If the employee knows in advance that they will need time off to vote in accordance with the provisions of this section, the employee shall give their supervisor at least two (2) days' notice.

## **14. BEREAVEMENT LEAVE**

Full pay will be granted to an employee for up to five (5) days he/she is absent due to the death of an immediate family member. A qualifying member includes a spouse, child, parent, sibling, grandparent, grandchild, domestic partner or parent-in-law as defined in CFRA. For the intent of this benefit, immediate family member also includes any relative living in the household of the employee. The five days of bereavement leave do not need to be taken consecutively; they

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can be intermittent. The employee must complete the bereavement leave within three months of the family member's date of death.

## **15. PUBLIC OFFICE LEAVE**

Every permanent employee elected to public office that requires absence from GPA employment shall be granted leave without pay. A reduced work schedule will also be considered. Such absence or reduction in work schedule shall not affect the employee's classification.

Within six (6) months after the term of office expires, the employee shall be entitled to return to a like position at the salary he/she would have been entitled to if he/she had not taken leave.

## **16. ORGAN AND BONE MARROW DONOR LEAVE**

Employees may take up to thirty (30) days of paid leave to donate an organ and up to five (5) days paid leave to donate bone marrow. The employee must submit to the CSS a written request for absence prior to any foreseen absence. Any unforeseen absences require written notification to be submitted within three (3) working days of returning from leave.

## **17. FITNESS FOR DUTY**

GPA endeavors to provide a safe and productive work environment wherein employees are able to perform the job without danger to self or others without reservation for the benefit of all employees. Employees are expected to manage their health in such a way that they can safely and effectively perform their essential job functions and to discuss with their supervisor any circumstances that may impact their ability to do so. GPA may require professional evaluation of an employee's physical or mental capabilities to determine his or her ability to perform essential job functions. Such evaluations are conducted by an independent, third-party, licensed health care professional and are undertaken only after careful review by GPA administration. To the extent possible, GPA will protect the confidentiality of the evaluation and results.

GPA will:

- Review the circumstances that led to the referral for an evaluation
- Determine whether or not a fitness-for-duty evaluation is necessary
- Select the health care professional who will perform the evaluation
- Notify the employee in writing if an evaluation is deemed necessary and
- Review results and determine what, if any, action is appropriate

If the evaluation by a health care professional concludes that the employee is not able to perform the essential functions of his or her position, GPA administration will work with the employee to determine if there is a reasonable accommodation that will allow the employee to continue working. If an appropriate accommodation cannot be made, other options (including but not limited to medical leave or termination of employment) may be considered and will be communicated to the employee.

This evaluation process is for only those situations where reliable observation indicates that the employee may not be physically or mentally able to perform the essential functions of his or her position due to a physical or mental condition. It is not intended to be a substitute for sick or medical leave request, workers' compensation claim, allegations of violence in the workplace, situations where there is an immediate threat of harm or for performance management or disciplinary processes. Supervisors should continue to address performance problems through the performance evaluation process and implement corrective or disciplinary action as appropriate.

## **18. LACTATION ACCOMODATION**

Guajome complies with SB142, which became effective January 1, 2020, in providing lactation accommodation. It is an employee's right to request lactation accommodations. Upon a request from an employee, Human Resources will provide the Accommodations Request form to the employee and will coordinate the most convenient location for lactation with the Plant and Site Manager which will then be communicated to the employee. The employee is given a reasonable amount of break time to express milk that shall run concurrently, or as closely to, any break time already provided to the employee. Guajome provides private lactation spaces that have a locking door (the employee will be given the key), window blinds/covers so that they are shielded from the view of others and are free from intrusion and a portable privacy sign is provided to post on the door while an employee expresses milk; locations are safe, clean and free from hazardous materials; contain a surface to place a breast pump and personal items; a place to be seated; and have access to electricity and/or extension cords or charging stations needed to operate an electric or battery-powered breast pump. In addition, Guajome provides private locations that have running water and an "accommodation" refrigerator or cooler suitable for storing milk in close proximity to the employee's workspace. Employees have the right to file a complaint with the California Labor Commission for any violation of SB142.

## D. WORK YEAR

Administration may require employees to work different days than those on the regular work calendar without changing the number of workdays on the customized schedule. Any changes to the schedule are at the sole discretion of the CSS.

### Traditional Calendar

Administration will submit an annual service calendar for the Board of Directors' approval. GPA reserves the right to set the work year of employees whose first day of service is after July 1. It is understood that employees required to work beyond their service contract (excluding summer school) will be paid on a per diem basis.

## E. DUTY HOURS

### 1. LENGTH OF WORKDAY

The workday for a full-time employee shall be eight (8) hours of paid service per day. Each employee shall be assigned a fixed, regular, and ascertainable schedule. The hours of service shall be structured and directed by the immediate supervisor. Assigned duty hours will be stated on the employment agreement. Any/All modified work schedules, including, but not limited to, parent/teacher conferences, Stakeholder's Day, etc. will be communicated via email.

### 2. LENGTH OF WORKWEEK

#### a. Regular Workweek:

For employees working a regular workweek, the regular workweek shall be five (5) consecutive workdays at 8 or less hours per day. Days and hours worked in excess of 40 hours per week shall be paid at the overtime rate for non-exempt employees.

#### b. Alternative Workweek:

Alternative workweeks shall be scheduled during specified times of the year as determined by GPA. Hours worked in excess of forty (40) hours per week shall be compensated at the overtime rate for non-exempt employees.

### 3. MEALTIME ALLOWANCE

All employees shall be entitled to an uninterrupted/duty-free, unpaid lunch period. Employees assigned to work more than five (5) hours per day and are assigned to work full-time shall have a meal period of no less than thirty (30) minutes and shall be scheduled to be completed before the start of the sixth (6th) hour of a shift or workday, unless mutually agreed upon to be later.

Employees who are assigned to work not more than six (6) hours per day, the length of time for such meal period shall be at least thirty (30) minutes and shall be scheduled by the immediate supervisor. This meal period may be waived upon mutual written consent of both Guajome and the employee.

Employees are not entitled to work through a lunch period in order to leave work early prior to scheduled quitting time.

#### **4. REST PERIODS**

Employees working three and ½ (3.5) hours or more per day shall be entitled to one fifteen (15) minute rest period for each four (4) hour shift worked. The rest period shall be scheduled near the middle of each four (4) hour shift, unless mutually agreed upon to be different. During the break period, the employee may not leave the job site without the approval of the immediate supervisor.

#### **5. LATE START/EARLY LEAVE PROCEDURE**

An employee who will be more than 10 minutes late must notify the Site Manager and immediate supervisor as soon as possible. If an employee is requesting a recurring late start, special arrangements must be made with the CSS. Circumstances will be considered and approval will only be granted on a case-by-case basis.

Employees may request to leave campus prior to the end of the normal duty day by arranging with their direct supervisor and signing out at the front desk. If an employee is requesting a recurring early departure, special arrangements must be made with the CSS. Circumstances will be considered and approval will only be granted on a case-by-case basis.

#### **6. OVERTIME/EXTRA TIME**

Work done beyond normal duty hours must have prior approval from the CSS. Requests for planned or scheduled overtime must be submitted to the CSS at least one week in advance of anticipated duties. Employees must make every effort to get approval from his/her supervisor for unplanned/unscheduled overtime.

Non-exempt employees shall be compensated for all time worked in excess of eight (8) hours in a day and forty (40) hours in one week, at one and one-half (1½) times the employees equivalent hourly rate of pay.

Part-time staff (not assigned work days via customized calendar) must request approval from the Charter School Superintendent/designee to attend and participate in professional development. Approval must be requested at least one week in advance.

#### **7. COMPENSATORY TIME**

Compensation for overtime may be in the form of cash payment or of compensatory time off of equivalent value to such cash payment. The request as to the method of compensation shall be made by the employee, subject to the approval of Administration based on the operational requirements of the department.

Work done beyond normal duty hours of which compensatory time is given must have prior approval from the Director of Business Services or immediate supervisor. Requests for compensatory time must be submitted at least one week in advance.

Compensatory time off must be pre-approved and will not be authorized if services of GPA will be impaired. Compensatory time off shall only be granted and used within one week in which it was accrued. Accrued time will not be carried over to the following school year.

#### **8. LEAVING CAMPUS**

If employees leave the premises for any reason during their work day, they must sign out at the front desk and indicate their destination and estimated time of return. For year-long employees, when the front desk is unavailable, please see your supervisor/designee for sign in and out protocols. Compliance with this procedure is mandatory as a complete count of all staff members is needed in case of family or school emergency.

## F. EVALUATION PROCEDURES

Performance evaluations for all regular employees shall be completed at least annually. Evaluations shall be reported on appropriate forms in accordance with the following procedures:

### 1. PROCEDURES TO BE FOLLOWED

An important part of each performance evaluation is the establishment of goals and objectives for the coming evaluation period. Monitoring or “feedback” systems, if any, are to be discussed at this time.

An evaluator may conduct a special evaluation for any employee at times other than those regularly specified. An employee may request and receive a special evaluation.

The evaluation shall be prepared in triplicate and signed by the evaluator. The employee shall be given reasonable notice in advance of evaluation review. The evaluation shall be reviewed in private with the employee. The evaluator and employee shall sign the evaluation. The signature of the employee does not mean agreement with the evaluation, but merely that the evaluation has been discussed with the employee. In the event the employee elects not to sign the evaluation, such will be noted on the evaluation by the evaluator. The original of the completed evaluation shall be sent to the GPA Human Resources Department, the second copy is to be given to the employee.

When information of a derogatory nature is placed in the employee’s personnel file, the employee is given notice and an opportunity to review and make written and/or verbal comments thereon. Such review shall take place during normal business hours and the employee shall be released from duty for this purpose without salary reduction. If the employee elects to submit written comments with regard to an evaluation, this must be submitted to the evaluator within ten (10) calendar days after the evaluation has been submitted to the employee. Such written comments will be attached to and become part of the evaluation.

Employees with work deficiencies shall be given notice of the deficiency and counseled with suggestions for improvement. However, such counseling will not exclude or preclude the imposition of discipline, if appropriate, up to and including dismissal from employment.

## G. PROGRESSIVE DISCIPLINE

The goal of progressive discipline is to assist employees with the correction of unsatisfactory performance. Discipline for unsatisfactory job performance or misconduct will be imposed in a progressive manner, unless the situation meets the criteria for immediate dismissal, listed in Section J. below. Any employee engaged in the progressive discipline process will be given an opportunity and guidance to bring their performance up to standard. Progressive discipline may include any of the following steps:

1. Oral Warning/Conference
2. Written Warning
3. Letter of Reprimand
4. Unsatisfactory Evaluation
5. Suspension Without Pay
6. Dismissal



It is the Supervisor's sole determination which phase of the progressive discipline will be enacted based on the severity of the employee's conduct. Likewise, steps to progressive discipline may be repeated as necessary as determined by the evaluator. Progressive discipline will be uniformly applied to similar situations.

In addition to unsatisfactory performance during an evaluation, discipline as outlined may be imposed on employees in specific instances, including but not limited to the following:

1. Unexcused tardiness
2. Leaving work area or work assignment without permission
3. Absence without notification
4. Failure to perform job assignment within the time period prescribed
5. Disregard for established procedure or protocol
6. Failure to observe established break and lunch periods
7. Refusal to obey work related instructions, orders, or assignments
8. Breach of GPA Code of Ethics/Professional Standards
9. Incompetency resulting in inability to fulfill the job description
10. Inefficiency
11. Insubordination
12. Inattention to or dereliction of duty
13. Discourteous treatment of the public, fellow employees, or students
14. Willful failure of good conduct tending to injure the public service
15. Theft or other misappropriation of property belonging to GPA or any employee of GPA or unauthorized use of GPA equipment, time, materials, or facilities
16. Possession of alcohol or controlled substances (without lawful prescription) during regularly scheduled working hours
17. Non-work related activities engaged in by an employee during his assigned hours of employment
18. Conviction(s), which indicate that the person is not suitable for the position or is otherwise a poor employment risk; conviction of a serious crime by a court of law; failure to disclose material facts regarding criminal records; or other false or misleading information on application forms or employment records concerning material matters
19. Conviction of any sex, or narcotics offense; or any serious or violent felony or any other offense which makes the employee unfit for the position
20. A charge of a sex or drug offense pending the resolution of the charge
21. Harassment, including but not limited to sexual harassment, or discrimination against students, staff, or the public
22. Unexcused absence or tardiness
23. Excessive absences or tardiness
24. Failure to present evidence of freedom from active tuberculosis
25. Advocacy to overthrow of the Government of the United States or the State of California by force, violence, or other unlawful means
26. Falsifying employment records or any employment information
27. Deliberate or careless damage or destruction of any GPA property, or the property of any employee or customer
28. Carrying firearms or other dangerous weapons without permission and lawful authority on GPA premises at any time

Employees charged by complaint, information, or indictment filed in a court of competent jurisdiction with the commission of any sex offense as defined in Education Code § 44010, or with the commission of any offense involving aiding or abetting the unlawful sale, use, or exchange to minors of controlled substances listed in Schedule I, II, or III, as

contained in § 11054, 11055, and 11056 of the Health and Safety Code will be placed on a mandatory unpaid leave pursuant to statutes and applicable procedures of Education Code § 44940.

## H. JOB ABANDONMENT

If an employee fails to call in and report their absence for at least three (3) full working days, it is considered job abandonment. Obtaining regular updates throughout an extended absence is a requirement unless certification of an illness or injury by a medical provider has been submitted. GPA will require periodic updates regarding the estimated length of the employee's leave. A letter of notice informing the employee of their termination for job abandonment will be sent by certified mail to the employee's address on file on the same day the termination is effective.

## I. RESIGNATION

When an employee desires to resign from his position a resignation in writing should be presented to the GPA Human Resources Department. A minimum of two weeks' notice of resignation should normally be given by the employee. CalPERS members cannot cash out accumulated sick leave time. Contact Human Resources to arrange for transfer of accumulated unused sick time to the new employer.

## J. TERMINATION

GPA has the right to terminate a classified, permanent, full-time employee for "cause." "Cause" includes but is not limited to:

- Dishonesty, including theft or falsifying information
- Being deemed unfit for employment
- Refusal to obey regulations or law, refusal to comply with Board-authorized policies and procedures of GPA
- Immoral or unprofessional conduct
- Conviction of a felony, or any crime involving a minor or moral turpitude
- Failure to follow a binding decision of the GPA Executive Board
- Unlawful discrimination, including harassment
- Possession or being under the influence of mind altering substance while on GPA premises, work time, or in any GPA related capacity
- Unsatisfactory performance provided the employee has been given written notice of the deficiency and has had the opportunity to improve the performance issue as outlined in GPA's evaluation procedures described in Section F above

The employee will receive written notice of GPA's statement of cause and the effective date of the termination.

If the employee desires a hearing, the employee must submit the completed Hearing Request form within fourteen (14) days of receipt. If requested, a hearing will be convened within a reasonable time period, agreed to by both parties. The hearing will be conducted by the GPA Executive Committee, or by a Hearing Officer designated by the Executive Committee. The employee, GPA, and their representatives will be entitled to be present at the hearing, produce evidence, have counsel present, testify under oath and compel the attendance of witnesses to testify. The Executive Committee or Hearing Officer will have the sole authority to control the evidence and procedural aspects of the hearing, including, but not limited to, the scope, number of witnesses, length, scope, and relevance of testimony, and documents that may be produced as evidence. The proceeding will be recorded.

Within seven (7) calendar days the Executive Committee or Hearing Officer will issue a written decision whether to uphold or overturn the termination decision. This decision is final and not subject to review.

## K. INTELLECTUAL PROPERTY

All intellectual property developed by Guajome is owned by Guajome including, without limitation, works of authorship (e.g. writings, graphic designs, and computer programs); inventions (tangible or intangible); and trademarks. Employee shall keep in the strictest confidence and trust all proprietary information; shall not knowingly use, reproduce, disseminate, disclose, publish, or do anything related to any proprietary information or rights for any unauthorized purpose, and employee shall promptly advise the Charter School Superintendent of any knowledge of any unauthorized release or use of GPA's proprietary information.

## L. EMPLOYEE SAFETY CONDITIONS OF EMPLOYMENT

Any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance, shall be reported by employees to their immediate supervisor. All such incidents shall be reported to the GPA Administration relating to the violations described herein and shall complete required reports as soon as is practical. An employee has the right to submit written recommendations to the immediate supervisor regarding the maintenance of safe working conditions, facilities and equipment repairs, and modifications and other practices designed to ensure compliance with applicable standards of the California Insurance fund and the provisions of GPA's fire and liability programs.

GPA shall post at prominent entry locations, notices for regulating unauthorized persons and loitering on campus.

If, in the opinion of the immediate supervisor, a student could potentially pose a threat to any personnel on the campus, the supervisor shall so notify the appropriate staff.

### *Miscellaneous Safety Issues*

GPA will form a committee that will study safety conditions on a bi-annual schedule. The recommendations of the Safety Committee will be presented to the GPA Safety Officer.

It is understood that employees shall not be required to work under unsafe conditions or to perform tasks that endanger their health, safety, or wellbeing as determined by the appropriate Federal, State, or local public agency. GPA agrees to follow state and federal OSHA requirements concerning training of employees who, by the nature of their assignments, work with or are exposed to hazardous chemicals and/or toxic materials.

## M. POSTINGS AND FILLING VACANCIES

Upon determination of need and if appropriate, vacancies will be posted on EdJoin and may include posting in newspapers, various Internet sites, etc. Positions may be filled upon discretion of the CSS to support the mission and vision of GPA without posting, based upon the needs of the school.

All voluntary requests to move positions or programs shall be submitted in writing to be considered by the CSS.

GPA shall give an employee official notification if they are not selected for an open position for which they have applied. Upon request of the employee, Human Resources will meet with the employee to offer constructive criticism regarding the interview.

## N. TRANSFER POLICY

Transfers will be at the discretion of Administration and can be voluntary or involuntary. Notice of any transfer shall be given in writing to the employee at least two (2) working days prior to the effective date of the transfer.

## O. CLASSIFIED EMPLOYEE REDUCTION IN FORCE POLICY

GPA shall apply the following Reduction in Force Policy to permanent employees where staffing reductions/eliminations are necessary due to a lack of work or lack of funds.

Listed in order of priority, the following criteria will be used when determining classified staffing needs:

1. Organizational Needs – needs are determined by the master schedule, enrollment, budget considerations, etc.
2. Performance – review of performance
3. Seniority – will be used as the last criteria when needed

GPA shall apply the following Reduction in Force Policy when needing to reduce the hours, wages or number of probationary, at-will, hourly, and temporary employees due to any of the following conditions:

- Declining student enrollment
- Reduction in fiscal resources
- “Lack of work” as defined as a reduction or elimination of the services being provided by any department or employee
- Re-organization including, but not limited to, master schedule, required courses, and class size
- Student and Program Needs

Those who have been laid-off are eligible to re-apply for any openings for which they qualify.

## P. EMPLOYMENT STATUS

All GPA classified staff fall into one of the following employment status categories:

### **Probationary**

Effective July 1, 2015, an individual who is hired as a probationary employee must serve in that position for three (3) consecutive, complete school years (working in active status at least 80% of the number of school days) before being eligible for permanent status. Probationary employees may be non-re-elected for the next school year without a hearing and without cause. An employee who changes to a new/different job classification, including moving to a higher job classification, will be placed in probationary status and is no longer classified as permanent status until he/she has completed three (3) years of probationary status. If an employee moves to a lower classification position, years of experience in that position may not count towards advanced placement on the salary schedule upon moving to a higher classification position.

An employee’s seniority date is determined by the first date of paid, regular employment.

A classified employee in permanent status that resigns will be placed in probationary status upon subsequent re-employment.

### **Temporary (Contract) Employees**

GPA may hire employees with a Temporary classification to replace permanent employees on leaves of absence or to fill in for permanent employees who are absent for other reasons. Temporary employees are at-will employees who serve on contracts. This means GPA can release them at any time, with or without cause or advance notice. If a contract employee receives a release notice from GPA, they do not have an automatic right to reemployment the next year.

In the event of a reduction in force, temporary employees do not receive RIF notices and do not have the same guaranteed rehire rights as Probationary or Permanent employees because their contracts simply terminate at the end of the school year.

### **At-Will**

At-will employment is defined as an employment relationship in which either party can terminate the relationship, provided there was no express contract for a definite term governing the employment relationship and that the employee does not belong to a collective bargaining unit (i.e., is not part of a union). Under this legal doctrine, any GPA Classified Employee Handbook 23/24 School Year      GPA Board Approved: 05.10.23

hiring is presumed to be “at-will”; that is, the employer is free to release the employee at any time, with or without cause or advance notice.

GPA employment agreements for staff include the following:

- **At-Will and/or Hourly Employee:** An at-will and/or hourly agreement for a classified employee allows for termination or resignation at any time, with or without cause or advance notice.
- **Employment Agreement for Probationary Employee:** Effective July 1, 2015, a classified employee is placed on a probationary employee agreement for three (3) years of employment at GPA. The probationary employee may be non-reelected for continuance of employment for the following year. Non-reelection is not based upon cause. A thirty (30) day advance written notice is required. (Outside of non-reelect option, for “cause” termination of probationary agreement during the contracted year is required.) All employees in this probationary status on or before June 30, 2021 will continue in this probationary employment progression.
- **Employment Agreement for Probationary Employee:** Effective July 1, 2021, employees serving in probationary status are employed on an at-will basis. As a result, GPA may terminate the employment agreement and the employee’s employment at any time, with or without advance notice, and at GPA’s sole and unreviewable discretion. Either party may immediately terminate the employment agreement and the employee’s employment upon written notice to the other party. No one other than the Board has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the terms of the agreement, and any such agreement must be in writing and must be signed by the Board and by the affected employee and must specifically state the intention to alter this “at-will” relationship.
- **Employment Agreement for Permanent, Classified Employee:** A classified employee is placed on a permanent employee agreement after successful completion of three (3) years of probationary status. Changes or potential changes in the permanent employee agreement and/or employment status require written notice. (Outside of a reduction in force - for-cause termination of a permanent employee is required.)
- **Employment Agreement for Temporary Employee:** A classified employee is placed on a limited/fixed term (maximum one (1) year) temporary employment agreement when he/she is hired in a temporary position. During the fixed term, the agreement allows for termination without notice.

## Q. WORKPLACE BULLYING POLICY

The Governing Board of Guajome Park Academy (“GPA”) is committed to providing a safe, engaging, and supportive school and work environment that values diversity and commonality. The Board is also committed to fostering a climate where individuals are valued and their safety and rights are protected. The Board prohibits acts of bullying, including, but not limited to, cyberbullying, harassment, or intimidation as it compromises the learning environment and well-being of students, employees, and the community.

### Objective

The purpose of this policy is to communicate to all employees, including, but not limited to administrators, directors, teaching faculty, and classified staff that GPA will not in any instance tolerate bullying behavior. All employees shall comply with GPA Code of Ethics and maintain a safe school environment by creating a culture of support and mutual respect. Employees found in violation of this policy will be disciplined, up to and including termination.

### Definitions

- **Bullying** is the intentional conduct or inappropriate behavior, including verbal, physical, or written conduct, or an intentional electronic communication that creates a hostile work environment wherein such conduct substantially interferes with an employee’s physical or psychological well-being.

- Bullying can be a real or perceived power imbalance.
- Threatening or seriously intimidating.
- Can be motivated by an actual or a perceived personal characteristic including race, national origin, immigration status, marital status, sex, sexual orientation, gender identity, religion, ancestry, physical attributes, socioeconomic status, family structure, or physical or mental ability or disability.

### Examples

Bullying may be intentional or unintentional. It must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. It is the effect of the behavior on an individual that is important. GPA considers the following types of behavior examples of bullying:

- Verbal bullying: Slandering, ridiculing, or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the object of jokes; abusive and offensive remarks
- Physical bullying: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property
- Gesture bullying: Nonverbal threatening gestures; glances that can convey threatening message
- Exclusion: Socially or physically excluding or disregarding a person in work-related duties
- Cyberbullying: Harassment, humiliation, intimidation and/or threats to others transmitted by means of any electronic device, including but not limited to, social media sites, cell phones, or computers
- Intimidation: Subjecting someone to intentional action that seriously threatens and induces a sense of fear or inferiority which adversely affects one's ability to participate in or benefit from the work setting

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person without warrant
- Shouting or raising voice at an individual in public or in private
- Using verbal or obscene gestures
- Not allowing the person to speak or express himself/herself (i.e. ignoring or interrupting)
- Personal insults and use of offensive nicknames
- Public humiliation in any form
- Constant criticism on matters unrelated or minimally related to the person's job performance or description
- Public reprimands
- Repeatedly accusing someone of errors that cannot be documented
- Deliberately interfering with mail and other communications
- Spreading rumors and gossip regarding individuals
- Encouraging others to disregard a supervisor's instructions
- Manipulating the ability to successfully complete an employee's work
- Inflicting menial tasks not in keeping with the normal responsibilities of the job
- Taking credit for another person's ideas
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property)

### Reporting

Employees who feel they have been bullied, harassed, or intimidated will report, in writing, any such incidents promptly to a GPA Complaint Officer. If the alleged bully is a Complaint Officer, employee may report the alleged incident to another Complaint Officer.

### **Investigation**

Every effort will be made to maintain the confidentiality of the victim (target), the accused, and the witnesses, if any.

The Complaint Officer will notify in a timely manner the victim (target) that the individual(s) who has/have been accused of participating in the incident that investigative action has been taken. Due to confidentiality, specific disciplinary corrective measures are not to be discussed.

Notification of the allegations and explanation of the evidence (if the accused denies the allegations) will be provided to the accused.

All parties are prohibited from discussing or sharing any information regarding the incident in question with anyone, with the exception of the Complaint Officer(s), or legal counsel, or law enforcement personnel.

The accused will be allowed an opportunity to respond to the allegations and will be encouraged to provide a written response, when appropriate.

A written record of the incident and any disciplinary actions taken, as well as statements and discussions of all parties involved will be maintained. Egregious incidents will result in criminal investigation or prosecution.

The accused will be informed, in writing, that retaliation, bullying, cyberbullying, or intimidation against the victim (target) or witness is strictly prohibited and that progressive discipline consequences will occur if the activity continues.

### **Supports**

After the investigation, it may be recommended to all parties that they contact the Employee Assistance Program provided by Guajome at no cost.

Follow up meetings may be scheduled for the victim (target) and Complaint Officer after the conclusion of the investigation to confer that there has been resolution.

## **SECTION IV - HEALTH AND SAFETY**

Each employee is expected to obey safety rules and to exercise caution in work activities. Any employee who notices a dangerous or potentially dangerous situation should report it to their supervisor immediately.

### **A. WORKPLACE INJURY AND ILLNESS PREVENTION PROGRAM (Senate Bill 198)**

GPA maintains an Injury & Illness Prevention Program, which complies with Cal/OSHA General Industry Safety Orders, California Code of Regulations, Title 8, § 3203. The full program is available on request to all employees or their designated representatives, Cal/OSHA personnel and other authorized persons as required by California law.

GPA's Injury & Illness Prevention Program is designed to prevent injuries, illness, and accidents in the workplace. The primary purpose of the program is to ensure the safety and health of all GPA employees as well as other personnel under GPA supervision.

To achieve this goal, GPA has implemented a comprehensive Injury & Illness Prevention Program that includes:

- A program of safety and health inspections to find and eliminate unsafe working conditions or practices, to control health hazards, and to comply fully with the safety and health standards for every job.
- Safety training programs for all employees.

- Providing employees with personal protective equipment and instructions for its use and maintenance.
- A procedure for the investigation of every injury that includes determining the cause of the incident and the corrective actions taken to prevent its reoccurrence.
- A method for communicating with employees on occupational health and safety matters.
- Enforcing safety and health rules through an incentive program and/or disciplinary procedures.

GPA's goal is the participation by all school related persons, employees, and students, in accident prevention and their acceptance of personal responsibility for safety.

## B. FIRE DRILL AND EVACUATION PLAN

### Special Instructions During a Fire Drill or Evacuation

1. Check for evacuation of all students.
2. Turn off the lights.
3. Close all doors and windows.
4. Proceed to the evacuation area.
5. If a disaster is within the evacuation path or area, proceed in the opposite direction.

For more information on disaster plans, contact Administration.

## C. HAZARDOUS MATERIALS COMMUNICATION PROGRAM

GPA maintains a Hazard Communications Program that complies with Cal/OSHA General Industry Safety Orders, California Code of Regulations, Title 8, Section 5194. The full program is available on request to all employees or their designated representatives, Cal/OSHA personnel and other authorized persons as required by California law.

GPA believes that safety and health information should be shared openly with anyone using or working around hazardous substances and that all attempts should be made to minimize the use of hazardous substances.

The following is a summary of GPA's Hazard Communication Program:

1. GPA will label, tag, or mark all hazardous substance containers with the chemical make/contents and appropriate health and physical hazard warnings.
2. GPA will maintain a list of all hazardous substances in the workplace.
3. GPA will maintain in a designated book in each area, Material Safety Data Sheets (MSDS), recording when hazardous substances are used or stored.
4. Before being assigned to handle hazardous substances and before new hazardous substances are introduced into the work area, employees shall participate in Hazard Communication Training.

## D. WORK-RELATED INJURIES AND ILLNESS

### Reporting Work-Related Injuries/Illness

All injuries, illnesses, and near-miss incidents are to be immediately reported to supervisor and Human Resources regardless of the need for medical treatment.

Employee will be provided with an "Employee's Claim for Worker's Compensation Benefits" (DWC Form 1) and other information. The supervisor will be asked to complete a "Supervisor's Report of Industrial Injury or Illness."

### Obtaining Medical Treatment

Employee and supervisor should coordinate all initial medical treatment through Human Resources. All subsequent medical treatment should be authorized through the GPA Worker's Compensation carrier. Unauthorized medical treatment will not be paid for under GPA's Worker's Compensation program.



Minor injuries (scratches, cuts, puncture wounds, and contusions) should immediately be treated with appropriate first-aid procedures on site. Failure to apply first-aid to minor injuries can result in serious infections later. Reasonable precautions to prevent further complications are the responsibility of every employee.

When seeking treatment, the employee is required to use a GPA designated, urgent-care medical facility. Unauthorized medical treatment will not be paid for under GPA's Worker's Compensation program.

A change in physicians must be authorized by GPA's Worker's Compensation carrier before the Worker's Compensation program will assume financial responsibility for any services.

All medical treatment, excluding the first examination, must be set before or after working hours. Time away from work for treatments scheduled during regular work shifts will be charged to sick leave, not Worker's Compensation. However, the doctor's visit, when authorized, will be paid for by worker's compensation.

If an incident warrants emergency medical assistance, the supervisor will contact the paramedics immediately. Human Resources must be contacted as soon as possible.

If medical services are not requested at the time of the injury, but there is potential that services will be desired after hours, the employee shall request preauthorization from Human Resources during working hours. Unauthorized emergency medical services from a personal physician or hospital emergency room will not be paid for or authorized in this situation.

If immediate medical attention is required and employee and supervisor are unable to contact Human Resources or the incident occurs after working hours, leave a voice mail message with Human Resources, describing the situation and stating when and where treatment will be received.

### **Medical Release and Temporary Modified Duty Assignments**

It is the employee's responsibility to sign the appropriate form(s) at the medical facility for release of medical records and to inform the treating physician that he/she is being treated for a work-related injury/illness. The employee must inform the physician that GPA administers a temporary modified-duty program that accommodates various types of work restrictions. Should the employee fail to inform the physician of the temporary modified-duty program any absence taken when the employee could have been working modified duty will be considered sick leave and will be deducted from employee's leave balance.

As soon as the employee has obtained medical treatment, he/she must report the outcome of the visit to Human Resources and provide a copy of the doctor's report and/or release-to-duty statement. Updates should be provided with each visit. If modified duty or time off is required, Human Resources will discuss the restrictions with the employee's supervisor. GPA administers a temporary modified-duty program that accommodates various types of work restrictions. The supervisor and/or the Human Resources Department will make every effort to provide employee with a temporary modified work assignment.

### **Questions and Other Information**

If employee has any questions regarding his/her case, call Human Resources or the Worker's Compensation carrier. The carrier contact information can be obtained from Human Resources.

## **E. INFECTIOUS DISEASES / BLOODBORNE PATHOGENS EXPOSURE CONTROL PLAN**

GPA has adopted a Bloodborne Pathogens Exposure Control Plan in accordance with the OSHA Bloodborne Pathogens Standard 29 CFR 1910.1030.

The following summary outlines the GPA Exposure Control Plan:

## Exposure Determination

Occupational exposure means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood, saliva, or other potentially infectious body fluids that may result from the performance of employment related duties.

The tasks/procedures that are considered potential routes of exposure for teachers, nurses, and specialists include: specialized healthcare procedures; interaction which results in a student spitting at, biting, or bleeding on an employee; clean-up of blood, saliva, semen, or vomit; toileting or diaper-changing students; inspection of students for possession of weapons or drugs; rendering first aid.

The tasks/procedures that are considered potential routes of exposure for custodians include: clean-up of blood, saliva, semen, or vomit; handling, repair, or maintenance of equipment or tools that may be contaminated with blood, saliva, or vomit.

Although administrative and clerical staff do not routinely perform tasks/procedures that are considered potential routes of exposure, they may occasionally perform any of the tasks/procedures listed above. Therefore, they are included in all aspects of the Exposure Control Plan.

## Implementation Methodology

- Work Practices - Universal precautions will be observed at all GPA facilities. All blood, saliva, vomit, and semen will be considered infectious regardless of the perceived status of the source individual. Work practices shall be implemented to eliminate or minimize exposure to employees.
- Personal Protective Equipment - Personal protective equipment shall be provided without cost to the employee. Administration is responsible for ensuring that the proper personal protective equipment is available and that employees are trained in its proper use and maintenance. Employees are responsible for wearing the designated personal protective equipment. Personal protective equipment is decontaminated by soaking in a solution of one part bleach to ten parts water for at least five minutes.
- Disposable gloves shall be worn whenever it is reasonably anticipated that employees could have contact with blood, saliva, semen, or vomit. Associated tasks/procedures which require the use of disposable gloves include: rendering first aid; clean-up of blood, saliva, semen, or vomit; toileting and diaper changing; specialized health care procedures; decontamination of surfaces, tools, or equipment. Disposable gloves are not to be washed or decontaminated for re-use. They shall be replaced after each use and when they become contaminated, torn, punctured, or when their ability to function as a barrier has been compromised.
- Utility gloves may be worn to perform some of the above tasks. They may be decontaminated for re-use as long as their ability to function as a barrier is not compromised.
- Barrier masks shall be available in all first-aid kits. They shall be used whenever CPR or mouth-to-mouth rescue breathing is administered. They shall be decontaminated after each use.
- Masks and/or glasses shall be worn when performing specialized health care procedures, feeding students, and rendering first aid if it is reasonably anticipated that blood, saliva, or vomit would enter the employee's eyes, nose, or mouth. Masks shall be disposed of after each use. Glasses shall be decontaminated after each use.
- Hand Washing - Employees shall wash their hands with soap and water following any contact with blood, saliva, semen, or vomit and upon removal of personal protective gloves.
- Decontamination - All surfaces contaminated by blood, saliva, semen, or vomit will be decontaminated as soon as possible. A solution of one part bleach to ten parts water shall be used.

## SECTION V – COMPLAINT PROCEDURES

### INTRODUCTION

The complaint procedures described in this section are used when GPA receives a complaint from any member of the population it serves or when legal concerns from employees are brought to the attention of Administration, such as discrimination and/or retaliation. It is GPA's policy to resolve these complaints in an effective and expedient manner. To ensure a fair and thorough investigation of every complaint, staff will follow the procedures outlined in this section.

The purpose of this policy is to help guide those who choose to file a formal complaint through the appropriate process. This is an important first step as complaints initiated by improper procedure may result in the delay of a suitable resolution.

Each of the complaints listed below are governed by a different set of laws and procedures.

- A. Complaints Against GPA Personnel (Non-Management)
- B. Complaints Against GPA Personnel (Management)
- C. Complaints of Discrimination Against Individuals
- D. Complaints Concerning Programs and Programmatic Discrimination

Please contact Human Resources for any questions regarding this document.

#### A. COMPLAINTS CONCERNING GPA PERSONNEL (Non-Management)

This procedure is to guide students, parents, and patrons in their complaints against GPA employees. This procedure does not apply to employees who have a complaint against a co-worker(s). Such complaints should be directed to their supervisor, the supervisor of the respondent, or Human Resources.

**Step 1:** Complaints concerning employees should first be made directly to that employee. Every effort should be made to resolve the complaint at this early stage. GPA recognizes that in certain situations this may be inappropriate or inadvisable, such as when the conduct is severe or the complaint is against a person of authority. These complaints should be submitted as Step 2 complaints.

**Step 2:** The complaint should be submitted in writing to Human Resources using the designated complaint form (Formal Complaint against GPA Personnel). The written complaint must include:

- 1. The name of the employee(s) involved
- 2. A brief but specific description of the complaint and facts surrounding it
- 3. A summary of action taken by complainant to resolve the issue prior to filing the formal complaint
- 4. The desired outcome
- 5. Original signature of the complainant

The complaint must be submitted within a reasonable period of time. Failure to do so may result in dismissal of the complaint.

The staff member who receives the written complaint will determine the best course of action and shall reply to the complainant(s) within fifteen (15) days of receipt. The supervisor who handled the complaint will follow up with a written memo explaining the outcome of the complaint. A copy of the memo will go to all parties and to Human Resources. Administration shall cooperate with the parties involved so as to quickly and easily meet the requirements of these policies and procedures.

**Step 3:** If the complaint remains unresolved, it will be referred to the CSS. The CSS will issue a written finding on the complaint within fifteen (15) days unless an extension has been agreed to in writing by the complainant. The written decision shall include:

- 1. Findings

2. Outline of corrective action plan, if applicable. If an employee is disciplined due to the complaint, details of the discipline will remain confidential.
3. Complainants right to appeal or rebuttal

**Step 4:** If resolution has not been found, the complainant may request an audience with the Executive Board of Directors. Such a conference shall not be an evidentiary hearing. Any such request must be made in writing within twenty (20) days after receiving the CSS's or designee's decision. The Executive Board may or may not grant the conference request for the next scheduled Board meeting in closed session. The Executive Board shall hear all information relevant to the complaint and shall render its decision within fifteen (15) working days of the meeting.

## B. COMPLAINTS AGAINST GPA PERSONNEL (Management)

When any party with a legitimate interest in the programs and services of GPA has a complaint concerning management, such complaints are to be presented directly to the person who is the subject of the complaint. Every effort should be made to resolve the complaint at this early stage. GPA recognizes that in certain situations this may be inappropriate or inadvisable, such as when the conduct is severe or the complaint is against a person of authority. It is the policy of GPA that informal, direct complaints be resolved within five (5) working days. If unresolved at this level, the complainant may choose to submit a formal, written complaint on the designated form (Complaint Against GPA Personnel) to Human Resources. A response to written complaints will be issued within ten (10) working days. Complaints must be submitted within a reasonable period of time. Failure to do so may result in dismissal of the complaint. The manager involved will receive a copy of the written complaint and shall be given seven (7) days to provide a response.

Complaints that are unresolved at this level will be referred to the CSS. The CSS or designee shall receive the written report. The report must include, but is not limited to, the following:

1. Name of the employee(s) involved
2. A brief but specific summary of the complaint and the facts surrounding the event
3. An original signature of the complainant
4. A summary of the actions taken thus far

The CSS or designee will determine the best course of action and will reply to the complainant(s) within fifteen (15) days of receipt of the written summary. The CSS will issue written findings on the complaint. The written decision shall include:

1. Findings of fact
2. Outline of corrective action plan, if applicable. (If an employee is disciplined due to the complaint, details of the discipline will remain confidential)
3. Complainant's right to appeal or rebuttal

If resolution has not been found, the complainant may request an audience with the Executive Board of Directors. Such a conference shall not be an evidentiary hearing. Any such request must be made in writing within twenty (20) days after receiving the CSS's or designee's decision. The Executive Board may or may not grant the conference request for the next scheduled Board meeting, in closed session. If the Executive Board chooses to review the request from the complainant, it shall hear all information relevant to the complaint and shall render its decision within fifteen (15) working days of the meeting.

## C. COMPLAINTS OF DISCRIMINATION

### 1. POLICY STATEMENT

GPA is committed to the principle of equal opportunity in education and employment. GPA prohibits discrimination on the basis of race, color, creed, gender (including gender identity and gender expression), religion, marital status,

registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, or any other consideration made unlawful by federal, state, or local laws.

GPA is committed to resolving complaints of discrimination at the earliest stage. All persons responsible for handling complaints of discrimination will adhere to the procedures outlined in this section.

To achieve the goals of our Non-Discrimination Program, it is necessary that each member of GPA understands the importance of the program and his or her individual responsibility to contribute toward its success. It is the responsibility of all staff to foster an environment that is free from discrimination. When a complaint for discrimination is received, it should be forwarded to Human Resources immediately.

## **2. DEFINITIONS**

In the implementation of this procedure, the following definitions shall apply:

- Complaint – Any allegation by an employee or applicant for employment of a violation, misapplication, or misinterpretation of written GPA employment policies and/or procedures resulting in adverse conditions personally affecting the employee.
- Complainant – The employee or applicant for employment filing the complaint.
- Respondent – The person alleged to have violated the discrimination policy.
- Workday - Day when the Administration center of GPA is open for business.

## **3. GENERAL PROVISIONS**

A complaint must be submitted within thirty (30) workdays of the incident.

All parties involved in allegations of discrimination shall be notified when a complaint is filed, will be provided a copy of this policy, and will be informed when a complaint meeting or hearing is scheduled, and when a decision or ruling is made. The complainant also shall be notified of his/her right to appeal the decision to the next level.

At any level of complaint, GPA strives to maintain the confidentiality of the complainant and the respondent, consistent with legal obligations and the necessity to take corrective action.

## **4. LEVEL I**

The complainant will first meet informally with his/her immediate supervisor or Site Administrator. If the complainant's concerns are not clear or cannot be resolved through informal discussion, the supervisor or Site Administrator shall prepare, within ten (10) working days, a written summary of his/her meeting with the complainant. This report shall be available when requested by Human Resources or the CSS.

## **5. LEVEL II**

If a complaint cannot be satisfactorily resolved at Level I, the complainant shall submit his/her complaint in writing on the appropriate form to Human Resources, describing specifically the date, time, place, parties involved, and the facts surrounding the incident. The complaint must include the contact information of the complainant. Human Resources or a designee of the CSS shall assist the complainant with submitting the written complaint if such help is needed. Human Resources or designee of the CSS will respond to the complainant in writing within fifteen (15) working days.

Human Resources or the designee of the CSS shall conduct any investigation. The respondent shall submit a written statement to Human Resources or CSS designee within five (5) days of receiving notice that a complaint was filed against them. The written statement shall include:

- An affirmation or denial of each allegation
- The extent to which the allegation has merit
- Any relevant information
- Original signature of the respondent

Human Resources or the designee of the CSS shall interview all person(s) involved, and will review the supervisor/Site Administrator's report and all other relevant documents. If a response from third parties is necessary, Human Resources or designee of the CSS may designate up to ten (10) additional working days for investigation of the complaint. With the complainant's consent, an additional period of time may be allowed for resolution of the complaint. Every reasonable effort will be made to resolve the problem in a manner acceptable to all parties.

## **6. LEVEL III**

If the problem cannot be resolved at Level 2, the complainant shall have the right to present the complaint to the CSS. The CSS will have the same period of time described in Level II to respond to the complainant.

## **7. LEVEL IV**

If the matter cannot be resolved at the third level, the complainant may request a conference with the Executive Board of Directors. Such a conference shall not be an evidentiary hearing. Any such request must be made in writing within twenty (20) days after receiving the CSS's or designee's decision. The Executive Board may grant the conference request for the next scheduled Board meeting in closed session. The Executive Board shall hear all information relevant to the complaint and shall render its decision within fifteen (15) working days. If resolution has not been found, the complainant may request an audience with the Executive Board of Directors. Such a conference shall not be an evidentiary hearing. Any such request must be made in writing within twenty (20) days after receiving the CSS's or designee's decision. The Executive Board may or may not grant the conference request for the next scheduled Board meeting, in closed session. If the Executive Board chooses to review the request from the complainant, it shall hear all information relevant to the complaint and shall render its decision within fifteen (15) working days of the meeting.

## **8. ALTERNATE STEPS**

The existence of this complaint procedure does not affect the right of any individual or group to file a complaint with the Equal Employment Opportunity Commission (EEOC) or Department of Fair Employment and Housing (DFEH).

## **9. CIVIL LAW REMEDIES**

Persons who have filed a complaint with an educational institution are advised that civil law remedies, including, but not limited to, injunctions, restraining orders, or other orders may also be available to them.

The U.S. Department of Education, Office for Civil Rights, enforces compliance with Section 504, the ADA, and Title IX and may be contacted for assistance with compliance relating to these laws and their regulations. The EEOC and DFEH are government agencies that enforce compliance with federal and state laws and regulations protecting individuals from employment discrimination and may be contacted for assistance with complaints of employment discrimination.

Submission of complaints will not adversely affect the complainant's future employment, grades, or work assignments. GPA will discipline any individual who retaliates against any person who files a complaint or who participates in the complaint process. Retaliation includes intimidation, harassment, and/or reprisal. Malicious or frivolous complaints may subject a complainant to discipline.

## D. COMPLAINTS CONCERNING SPECIAL PROGRAMS AND SERVICES AND ALLEGATIONS OF DISCRIMINATION IN ALL PROGRAMS AND SERVICES

GPA recognizes that all programs and services must be administered in full compliance with state and federal laws and regulations governing educational programs and charter schools. GPA's Special Education Program is included under this section.

The Board of Directors expects that all GPA programs and services shall be free from discrimination with respect to race, color, creed, gender (including gender identity and gender expression), religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, sexual orientation, or any other consideration made unlawful by federal, state, or local laws.

All complaints alleging violation of state or federal law or regulations governing Special Programs or Services, or complaints of alleged unlawful discrimination brought by students, employees, parents/guardians, or other members of the community will be resolved in a prompt and equitable manner.

GPA will investigate and seek to resolve complaints at the local level and will follow Uniform Complaint Procedures when addressing complaints alleging unlawful discrimination or failure to comply with the law.

The Board of Directors prohibits retaliation in any form for filing a complaint, reporting instances of discrimination, or participation in complaint procedures. The Board acknowledges and respects student and employee rights to privacy and all complaints shall be investigated in a manner that protects these rights.

- The CSS will designate staff members to receive complaints, investigate complaints and ensure compliance with state and federal laws and regulations governing the programs listed above. Designated staff members will be responsible for complaint resolution, and will notify parents, employees, students, and other interested parties annually of the Uniform Complaint Procedures, including the opportunity to appeal GPA's decision to any civil law remedies that may be available.

### 1. UNIFORM COMPLAINT PROCEDURES

The Universal Complaint Procedures are established pursuant to Education Code section 35186. Any individual, public agency or organization may file a written complaint of alleged noncompliance as stated above with the office of the CSS. The CSS will forward the complaint to the appropriate Administrator. If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other disability, GPA staff shall help him/her file the complaint.

Complaints alleging unlawful discrimination may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint must be initiated no later than six (6) months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination.

Unlawful discrimination is prohibited by the following Federal statutes:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin
- Title IX of the Educational Amendments of 1972, which prohibits discrimination on the basis of sex in educational programs
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age; and

- Title II of the American with Disabilities Act of 1990, which prohibits discrimination on the basis of disability
- American's With Disabilities Act Amendments of 2008, section 12102 which broadens the definition of disability

Any individual, public agency, or organization may also file a complaint with the applicable official entities.

## **2. APPROPRIATE INVESTIGATION OF COMPLAINT**

The CSS or designee shall hold an investigative meeting no later than 10 calendar days of receiving the complaint. This meeting will provide an opportunity for the complainant, his/her representative, and GPA's representatives to present information relevant to the complaint. Parties to the dispute may discuss the complaint. To ensure that all pertinent facts are made available, the Site Administrator and the complainant may ask other individuals to attend this meeting to provide additional information.

## **3. WRITTEN DECISION**

Within twenty (20) calendar days of receiving the complaint, the appropriate director or Administrator shall send to the complainant a written report of GPA's investigation and decision, including:

- Findings of fact
- Citation of applicable laws
- Disposition of complaint
- Justification of disposition
- Outline of corrective action plan, if applicable. (If an employee is disciplined due to the complaint, details of the discipline will remain confidential)
- Complainants right to appeal or rebuttal

## **4. APPEAL TO THE CSS**

If a complainant is dissatisfied with the Administrator's decision, he/she may forward the written complaint to the CSS within five (5) calendar days. Within five calendar days of receiving the complaint, the CSS shall discuss with the complainant the possibility of using mediation or shall attempt to resolve the issue by administrative review. If all parties agree to mediation, the CSS shall make all arrangements for this process.

If the mediation process or the administrative review do not resolve the problem, within ten (10) calendar days, the CSS will send the complainant a written report of the decision, including:

- The findings and disposition of the complaint, including corrective actions, if any
- The rationale for the above disposition
- Notice of the complainant's right to appeal the decision to the Board of Directors

## **5. APPEAL TO THE EXECUTIVE BOARD OF DIRECTORS**

If the mediation process or administrative review does not resolve the problem, the complainant may appeal to the Executive Board of Directors. This complaint shall be forwarded to the CSS within five (5) calendar days after the termination of mediation or administrative review. The Executive Board may consider the matter at its next regular Board meeting or at a special Executive Board meeting convened to meet within the sixty (60) calendar day limit that the complaint must be answered. The Executive Board may decide not to hear the written decision. If the Executive Board hears the complaint, the CSS shall send the Executive Board's decision to the complainant within sixty (60) days of GPA initially receiving the complaint or within an extended time period that has been specified in a written agreement with the complainant.



The complainant may appeal any decision by the Board of Directors to the California Department of Education within 15 days of receipt of the decision, pursuant to the California Code of Regulations, Title 5, Section 4632. The appeal must specify the basis for the appeal and whether the facts are correct or the law is misapplied. Copies of the original complaint and findings must be included. GPA's compliance officer will ensure that appropriate documentation is provided to the Department of Education in a timely manner. If the Department of Education returns the complaint to GPA, any required action will be taken within the specified period of time.

The complainant may request direct intervention from the California Department of Education in lieu of a local investigation and written decision, or the Department of Education may intervene before initiating contact with GPA's Compliance Officer as set forth in The California Code of Regulations, Title V, Section 4650.

A complainant has the right to pursue civil remedy through legal aid agencies. However, sixty (60) days must elapse after filing an appeal with the Department of Education before a complainant may pursue civil law remedy.

## E. WHISTLEBLOWER POLICY

GPA requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities. As representatives of GPA, 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 GPA 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 GPA before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of GPA have a responsibility to report any action or suspected action taken within the school that is illegal, unethical or violates any adopted policy of GPA. 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 reports a violation in good faith, or who cooperates in good faith in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action.

## SECTION VI - STUDENTS

### A. STUDENT SUPERVISION

Employees shall exercise vigilant and watchful care over the conduct and habits of students while under their supervision. Staff members are expected to appropriately respond to situations that warrant adult intervention using their best judgment. Any employee who does not respond to such a situation shall be subject to disciplinary action.

In the event a student is injured, parents shall be notified and an accident report form completed. Whenever a student becomes critically injured or ill during school hours and in the supervising adult's best judgment requires emergency medical treatment, the following procedures will be followed:

1. Call 911 to request emergency aid. Any instructions issued by the dispatcher will be followed. Paramedics will make the final determination as to whether the student will be transported for emergency medical care.
2. Immediately inform Administration and the Site Manager of the situation.
3. Upon earliest convenience, fill out incident report and submit to Administrator/designee.

All athletic or social activities and study trips, wherever held, when conducted under the name of GPA, or of any class organization thereof, shall be under the general supervision of the school authorities.

Staff members other than designated chaperones are not to attend student dances or other “closed” activities unless approved by the supervising administrator prior to the event.

## B. STUDENT CONFIDENTIALITY

Under no circumstances will confidential information be discussed with unauthorized persons. Permission must be granted by Administration before staff can give out student information. Names, addresses, and telephone numbers of students/parents shall not be given unless GPA is obligated by law to release the information. Any meetings or conferences relating to students require careful communication. Staff must be aware of the confidential nature of student records and confidential information in general. Staff may not respond to phone inquiries soliciting confidential information at any time.

## C. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (“FERPA”)

The Family Educational Rights and Privacy Act (“FERPA”) is a complex federal law addressing the privacy of students’ educational records. Interpretations of the FERPA law should not be made without legal counsel.

### Parental Rights Under FERPA to Inspect, Review, and Request Amendment of Education Records

FERPA gives parents/guardians certain rights regarding their child(ren)'s education records. These rights transfer to the student when he or she reaches the age of eighteen or attends a school beyond the high school level. Students to whom the rights have transferred are considered "eligible students."

Except under certain specified circumstances, FERPA affords parents/guardians or eligible students the right to inspect and review the student’s education records. Parents/guardians or eligible students have the right to request that a school correct records that they believe to be inaccurate or misleading. If the school does not amend the record as requested, the school must offer the parent/guardian or eligible student a hearing on the matter.

More information on rights under FERPA can be found on the U.S. Department of Education (ED) Family Policy Compliance Office's Web page at <https://www2.ed.gov/policy/gen/guid/fpco/ferpa/students.html>

### Exceptions to Written Parental Consent Requirement

Records may be disclosed by the school or the district to the California Department of Education (“CDE”), as the State educational authority, without prior written consent if the disclosure is in connection with: an audit or federal or state-supported evaluation of education programs, or enforcement of or compliance with federal legal requirements relating to such programs.

Records may be disclosed without prior written consent under certain other circumstances, including the following:

- Disclosures to other school officials, including teachers, within the district whom the school or district has determined to have legitimate educational interests
- Disclosures, subject to certain restrictions, to officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer
- Disclosures to organizations conducting studies for, or on behalf of, schools or districts to:
  - Develop, validate, or administer predictive tests
  - Administer student aid programs
  - Improve instruction
- Disclosures in connection with a health or safety emergency
- Disclosures of appropriate information regarding specified disciplinary actions to teachers and school officials, including those in other schools, who have legitimate educational interests in the behavior of the student

The school or district may disclose directory information from education records without consent as long as it has notified parents/guardians and eligible students of the:

- Types of information the school or district has designated as directory information
- Right of parents/guardians and eligible students to opt out of disclosure of directory information

Directory information can include the student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. Only schools or districts may disclose directory information but only after parents/guardians are notified and given an opportunity to refuse such disclosure.

A school, district, the CDE, or any party that is authorized to receive personally identifiable information from education records may release the records or information without the required written consent if all personally identifiable information has been removed. Authorized parties must make a reasonable determination that a student's identity is not personally identifiable, considering single or multiple releases and taking into account other reasonably available information. This determination must be made before releasing individual or summary student information.

Complaints may be filed following steps found on ED's File a Complaint Web Page

#### **D. ZERO TOLERANCE FOR FIREARMS, KNIVES, EXPLOSIVE DEVICES, DANGEROUS OBJECTS, AND TOY AND /OR IMITATION VERSIONS OF SUCH ITEMS**

Students are prohibited from possessing, selling, or otherwise furnishing any firearm, knife, explosive device, or dangerous object, as well as toy and/or imitation versions of these items at school sites or school activities, including school buses – unless the student obtains prior written permission by Administration.

An employee may confiscate any items described above. Confiscated weapons shall be delivered to Administration immediately with the name(s) of person(s) involved, witnesses, location, and a description of the circumstances.

An Administrator or designee shall report any possession of weapons to the student's parent/guardian by telephone or in person, and shall follow notification with a letter. Additionally, an Administrator shall notify law enforcement authorities regarding possession of a weapon or any acts of assault by a student with a weapon.

In order to assure a safe and orderly campus free from fear and concern about weapons, a student who possesses, sells, or otherwise furnishes any weapons at school or school activities, on or off school grounds, will be subject to discipline up to and including expulsion, consistent with GPA policies, regulations, and state and federal law.

#### **E. VERBAL THREATS**

The types of behavior that will be considered threatening include but are not limited to:

- Stating that one has a weapon or bomb in his or her possession at school
- Stating that one plans to bring a weapon or bomb to school
- Stating that one plans to cause physical harm to a student or staff member
- Making a false statement that there is a bomb or other destructive device at school

In such cases, in addition to parental notification, consequences for issuing a threat may include but are not limited to:

- Suspension from school (1-5 days).
- Expulsion from school.
- Notification of law enforcement agencies leading to:
  - Discussion with the student committing the act
  - Arrest and prosecution for disorderly conduct or criminal mischief

In addition to having the right to feel safe, stakeholders have a responsibility to contribute to keeping the school safe. These responsibilities include:

- Immediately report any knowledge of possession of weapons, or a person's plans to engage in actions that would cause physical injury or death.
- Report bullying behavior to proper Administrator/designee.
- Report incidents or situations that could cause harm to others to proper Administrator/designee.
- Avoid promising students that a secret will be kept in regard to anything related to physical safety.

## **F. PROFESSIONAL BOUNDARIES: STAFF/STUDENT INTERACTION POLICY**

Guajome Park Academy ("GPA") recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and learning conducive environment possible.

### **PROFESSIONAL BOUNDARIES**

This policy is intended to guide all 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. Trespassing the boundaries of a student/GPA employee relationship is deemed an abuse of power and a betrayal of public trust. All staff must carefully review this policy along with each of the examples given in the policy related to acceptable and unacceptable employee behavior. (See Examples section below.)

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?"

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 providing the examples of acceptable and unacceptable behaviors listed below 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 members 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**

When any employee becomes aware of another staff member having crossed the boundaries specified in this policy, he or she must speak to this staff member if the violation appears minor, or report the matter to the school administrator. If the observed behavior appears significant, it is the duty of every staff member to immediately report it to an 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.

### **USE OF ELECTRONIC MEDIA BY STAFF TO COMMUNICATE WITH STUDENTS**

Any participation by any GPA employee with students, including through the use of electronic media or technology, should always be limited to school business. Participation by GPA employees with students in social media such as Facebook, Instagram, Twitter, etc., or other similar means, is highly discouraged, and can lead to violations of this policy.

Specifically, GPA employees are highly discouraged from inviting students to join social networks and insofar as such behavior occurs, employees will be responsible for any exposure/access by students to inappropriate or unprofessional content, including words or pictures.

### **EXAMPLES OF SPECIFIC BEHAVIORS**

#### **Examples of Unacceptable Behaviors (Violations of this Policy)**

- Giving gifts to an individual student that are of a personal and intimate nature
- Kissing of any kind
- Any type of unnecessary physical contact with a student in a private situation
- Intentionally being alone with a student away from the school
- Making or participating in sexually inappropriate comments
- Sexual jokes
- Seeking emotional involvement with a student for your benefit
- Listening to or telling stories that are sexually oriented
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- Being alone in a room with a student at school with the door closed
- Allowing students in your home
- Giving students a ride to/from school or school activities
- Allowing students in your home

### **EXAMPLES OF CAUTIONARY 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)

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

### **EXAMPLES OF ACCEPTABLE AND RECOMMENDED BEHAVIORS**

- Getting school and parental written consent for any after-school activity
- Obtaining formal approval to take students off school property for activities such as field trips or competitions
- E-mails, 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)
- Keeping the door open when alone with a student
- Keeping reasonable space between you and your students
- Stopping and correcting students if they cross your own personal boundaries
- Keeping parents informed when a significant issue develops about a student
- Keeping after-class discussions with a student professional and brief

- Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries
- Involving your supervisor if conflict arises with the student
- Informing your Administrator about situations that have the potential to become more severe
- Making detailed notes about an incident that could evolve into a more serious situation later
- Recognizing the responsibility to stop unacceptable behavior of students or coworkers
- Asking another staff member to be present when you must be alone with a student
- Giving students praise and recognition without touching them
- Pats on the back, high fives and handshakes are acceptable
- Keeping your professional conduct a high priority
- Asking yourself if your actions are worth your job and career

## SECTION VII – MISCELLANEOUS

### A. COACHES

It is GPA's policy that any coach eligible to receive a stipend will not be paid the stipend until completion of the season. If the coach leaves for any reason, before the season is complete, the stipend will not be issued. For games held outside the City of Vista, the coach must submit a mileage reimbursement form (form B103) signed by the Athletic Director with the season schedule and a MapQuest/Google maps mileage printout attached. The mileage reimbursement form and required documents must be submitted to the Business Office within one week after the end of the season.

The following guidelines must be followed:

1. All athletic teams must have a student financial representative. Please submit the name of the representative to the Athletic Director and the Business Office within three weeks of receiving this form back from the Athletic Director.
2. All expenditures must be approved by the student financial representative, athletic team coach and the Athletic Director and recorded on the ASB Check Request Form.
3. All volunteer/walk-on coaches must have DOJ and FBI fingerprint clearance before participation with students begins. The volunteer coach must meet with Human Resources to complete required paperwork. Volunteer/walk-on coaches pay for the fingerprint processing fees and will be collected from the volunteer at that time. If a walk-on coach will receive a stipend through ASB, he/she must complete drug screening.
4. All volunteer/walk-on coaches must submit documentation that provides evidence that he/she is free from active tuberculosis (TB). TB test results must be provided every four (4) years.
5. A board approved stipend will be paid to the coach of a middle school sports team that has been established for two (2) consecutive years.

### B. CODE OF ETHICS

#### **Commitment to the Teaching Profession and to GPA**

- Model professional behavior at all times. Dress, speak, and act accordingly, as this reflects both organizational and personal credibility.
- Show respect for all GPA staff. Do not speak negatively about students, staff, or stakeholders.
- Reflect professional loyalty to GPA and Administration.
- Show respect for diversity of viewpoints among colleagues.
- Encourage and support colleagues to build and maintain excellence, accountability and high standards.
- Share expertise, knowledge, and resources with other GPA team members.
- Continue to develop as a professional educator.

- Follow all school policies including but not limited to; documentation regarding grading, attendance, record keeping, and other general responsibilities as indicated.
- Be consistent and timely in the execution of all school policies, procedures, and duties.
- Staff is expected to adhere to all indicated timelines.

### **Commitment to Students/Parents**

- Create and maintain safe and effective learning environments for students.
- Effectively organize and present subject matter for student learning.
- Provide standards based curriculum and assessments which support our IBMYP and IB goals and objectives.
- Regularly communicate with and inform parents/guardians of student progress.
- Effectively design, plan, and provide differentiated instruction to all students which reflect innovation and inspiration.
- Engage and support all students in learning.
- Systematically evaluate student achievement/performance using a variety of assessment strategies and methodologies.
- Provide tutorial assistance/instruction when appropriate.
- Show respect for all GPA students and parents.
- Support and encourage exemplary student academic and behavioral achievement and expectations.
- Assist in providing a safe learning environment for all students.
- Do not project personal values on others. Recognize and respect the rights and individuality of each student and parent.
- Recognize that a privileged relationship with students exists. Refrain from exploiting that relationship for personal, emotional, and/or ideological gain.
- As a teaching professional, you are not a counselor. Carefully consider giving advice on personal issues.
- Student confidentiality must be maintained at all times.
- Do not challenge a parent or student. Simply state the policy or procedure and if they have concerns, refer them to Administration.
- Always arrive to class on time and be prepared.
- Immediately report all incidents of concern to Administration.

### **Recommended Best Practices**

1. Make available duty day times and office hours.
2. Maintain current and applicable information on your web page.
3. Post your daily agenda and learning goals for students on your whiteboard.
4. On an on-going basis, communicate the California State Standards that you are covering throughout your units.
5. Use the California Standards for the Teaching Profession as a framework for planning and instruction.
6. Use CST blue prints, and other general data and research to support and target instructional practice.
7. Be prepared and informed — anticipate questions and problems.
8. Clearly communicate classroom expectations to your students/parents.
9. Integrate technology into all courses of study.
10. Keep a personal calendar of your appointments and a personal log to document applicable information and student/parent concerns and conversations.
11. Regularly communicate with parent/guardian on student achievement and general progress.
12. Return all phone calls and/or email communications in a timely manner.
13. Be an educational resource for the parent and student.

14. Always follow-up on commitments, promises, and obligations.
15. Keep abreast of current educational practices, trends, and research.

### C. PROFESSIONAL ATTIRE

In keeping with the mission and vision of GPA, all employees are responsible for contributing to a professional work environment which includes, but is not limited to, wearing professionally appropriate apparel and safe and protective footwear, and exemplary personal hygiene and grooming.

### D. GRANTS

We appreciate staff willingness to apply for and receive grants and we encourage staff efforts in obtaining funds for the school. Please be reminded that approval from the Superintendent must be obtained prior to applying for a grant (form B112). Grants are restricted funds and finance must provide a different audit trail for grant money. Some grants are considered “matching” grants in that the awardee is required to match the grant funds up to a certain amount. Prior review and authorization of the grant requirements prevent GPA from unknowingly entering into this type of agreement. Additionally, we need to ensure that as an organization all resources align with our overarching mission and vision so that we can support what is being requested through the application process and the grant in general. Thank you for your understanding.

### E. PUBLIC RELATIONS

GPA employees have an important public relations responsibility. Work, attitude, and appearance are all subject to close inspection by the public sector. In many cases, GPA employees are the only school personnel that an individual may know, and total judgment of the efficiency and character of school are based on the employee’s performance. For this reason, it is important that all employees give a good day’s work and courteous treatment to the people they have agreed to serve.

Courtesy means, among other things: being prompt to wait on people, being patient and a good listener, and taking a personal interest in seeing that calls, requests or complaints are properly handled.

### F. EMPLOYEE REIMBURSEMENTS (EMERGENCY PURCHASES)

Prior approval for emergency purchases is required. Purchases are not to exceed \$100 per purchase. No more than two (2) requests per school year.

1. Obtain approval from Administration before making purchases.
2. Submit completed Employee Reimbursement Form (form B104) to the Business Office.
3. Upon approval, purchase may be completed.
4. Resubmit the Reimbursement Form with original receipt(s) for final approval and reimbursement.
5. Allow at least one week for check processing.

### G. CHILD NUTRITION SERVICES (“CNS”)

Teachers/Staff are to report to CNS, at least one week in advance, the number of students that will not be ordering breakfast or lunch through CNS due to a fieldwork or classroom event that includes breakfast or lunch in the event.

### H. STUDENT DIETARY RESTRICTIONS

It is not permissible for staff members to purchase food for students. This includes but is not limited to taking orders prior to going off campus to buy lunch, ordering pizza or other items as rewards for classes, and providing candy as incentives in the classroom. There are very strict dietary restrictions that we must adhere to as a public school when providing food to students. If you would like to plan an activity that involves food, please coordinate those plans with administration and with the Child Nutrition Services (CNS) Supervisor. CNS staff is always willing to help facilitate



activities for students and will always be able to ensure that all proper guidelines are being met. Be sure to provide enough lead time for them to properly prepare and plan with you.

Additionally, there are always concerns with dietary restrictions of individual students. Meeting accommodations and individual nutritional needs for all students is extremely difficult. Issues do arise on the campus where student health is put at risk inadvertently due to allergies. This may be as simple as a student not wanting to be singled out and therefore not being willing to share information or an item that doesn't seem to contain an allergen being produced on the same equipment as those allergens. Do not put yourself at the risk of being held liable for anything along these lines. Work with the CNS staff and administration in order to ensure that all proper guidelines and needs are being met and can best ensure safety and success.

## I. WEBINARS/INTERNET-BASED PRESENTATIONS

Staff members are encouraged to attend and participate in educational programs. If a presentation is being offered via internet/webinar, a HelpDesk ticket (helpdesk@guajome.net "Issue Type – General Information") must be submitted as soon as you are aware of the event (at least three (3) days' notice) in order to facilitate the webinar connection. Last minute requests cannot be facilitated.

## J. FACILITY USE FOR AFTER SCHOOL EVENTS

In order to schedule an after school event, form 502.1 must be submitted to the site manager two (2) weeks prior to the requested date of the event. If approved, the requestor will be given a copy of the completed form. The requesting group is responsible for ALL set-up and clean-up involved with use of the facility.

## K. PERSONAL ITEMS

Guajome is not responsible for loss, theft, or damage of employee's personal items which includes, but is not limited to, personal cell phone, laptop, iPad, or tablet. If an employee brings personal items to school, he/she is responsible for potential loss, theft, or damage of items.

Personal electronic devices are to be turned off or silenced during instructional time. In case of emergency, direct family members to call and leave a message with front desk staff. (760) 631-8500 ext. 1000

## L. GUAJOME SCHOOLS TELECOMMUTING (TELEWORK) GUIDELINES AND EXPECTATIONS

### **Intent for Non-Exempt and Exempt Employment Status Employees**

It is Guajome Schools' intent to continue with as much of our operations as possible during a mandatory closure. It is then expected that all staff with scheduled work days during this closure are still completing their usual tasks to the fullest extent possible. Administration is acutely aware that not all tasks are possible to complete fully in a remote manner. The intent here is complete as much as possible without physical access to the school campus. Completion of tasks that cannot be completed will require planning and communication with supervisorial and administrative staff. The following expectations are outlined for non-exempt and exempt employees. Please be aware that any required or mandated modifications to these expectations that are received from state and/or federal authorities will be communicated expeditiously to all Guajome staff.

### **Expectations for Non-Exempt Employees**

All staff are expected to be working toward completing all tasks associated with their position during closure. In order to accomplish this, the following expectations are in place:

1. Staff is connected and available for communication (email, phone calls, etc.) during normal business hours on regularly-scheduled days aside from the usual two 15-minute breaks and 30-minute lunch.
  - Email should be checked at least once per hour during working days

- A phone number you can be reached at should be provided to your direct supervisor if it has not been already
2. Non-exempt employees shall be compensated for all time worked in excess of eight (8) hours in a day and forty (40) hours in one week, at one and one-half (1½) times the employees equivalent hourly rate of pay. All scheduled (planned) overtime must be authorized in advance by the supervisor and later designated on the time sheet showing time commenced and time ceased. A notation must be made on the time sheet as to the purpose of the overtime.
  3. Timely response to communication. It is essential that consistent communication be maintained so that everyone is aware of what has and has not been received as well as the status of various requests.
    - Respond to external (outside of Guajome staff) communication received during business hours on a scheduled working day within 24 hours (maximum).
    - Respond to internal communication received during business hours on a scheduled working day within one hour
  4. Communicate immediately and directly with appropriate person(s) when needs arise that are limiting your ability to complete a task.
  5. Participate in a “check-in meeting” with your direct supervisor once per week to discuss current tasks, clarify questions, and discuss/coordinate needs and resources. Your supervisor will contact you to schedule this.
  6. All staff is to refrain from physically coming to the school campus unless they have received approval from a direct supervisor.
    - Contact your supervisor to make a request when needed

There is no expectation to complete work from home during days that have been previously scheduled as non-working days or outside of normal working hours.

If you need to adjust your work hours due to factors at home in order to complete tasks, this can be requested on a case by case basis by contacting your direct supervisor.

### **Expectations for Exempt Employees**

Guajome’s administration team anticipates that some exempt employees may have sufficient capability to perform some of their work duties remotely, but not all of their duties. In such cases, consideration whether there are any special projects that would add value to the curriculum and/or academic needs may be assigned to employees who are being paid for a full workweek but may not have a full workload as a result of teleworking.

1. Certificated staff is connected and available for communication (email, phone calls, etc.) during normal business hours on regularly-scheduled days aside from the usual two 15-minute breaks and 30-minute lunch.
  - Email should be checked at least once per hour during working days
  - A phone number you can be reached at should be provided to your direct supervisor if it has not been already
2. Timely response to communication. It is essential that consistent communication be maintained so that everyone is aware of what has and has not been received as well as the status of various requests.
  - Respond to all communication received during business hours on a scheduled work day within 24 hours (maximum)
3. Communicate immediately and directly with appropriate person(s) when needs arise that are limiting your ability to complete a task.

4. All staff is to refrain from physically coming to the school campus unless they have received approval from a direct supervisor.
  - Contact your supervisor to make a request when needed

There is no expectation to complete work from home during days that have been previously scheduled as non-working days or outside of normal working hours.

If you need to adjust your work hours due to factors at home in order to complete tasks, this can be requested on a case by case basis by contacting your direct supervisor.

### **Resources for Non-Exempt and Exempt Employees**

It is expected that all staff has access to the appropriate resources to complete tasks from home. Guajome Schools may provide essentials that are not readily available from home. Please contact your supervisor to communicate any needs you may have.

Basic resources include internet connectivity, access to your guajome.net account, access to a connected computer capable of running the appropriate software, and access to a phone with phone service. If you are without any of these items, contact your supervisor immediately.

To request items that may not be essential, but that may be helpful to perform your job's tasks, please make a request to your supervisor. It is likely that these types of items are available at the school campus and it may be possible to arrange a time for you to pick up these items on-site and take them home to continue working remotely.

If you are faced with a new task that requires a resource you do not have at home, please contact your supervisor/administrator immediately so that the appropriate resources can be made available as soon as possible to avoid delays.

Please keep in mind that any and all resources provided by the school are property of the school and will need to be returned in the same condition in which they were borrowed.

Please note that certain resources (such as student cumulative records) may not be taken from the school campus and certain documents may not be reproduced and then taken from campus for security and privacy purposes. Any need for access to these items may result in a need for you to complete related tasks at the school campus. In this event, a schedule will need to be developed with your direct supervisor and must maintain proper social distancing or any other requirements while on the school campus.