

Employee Handbook



“Inspiring Powerful Young Minds”

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“In the end, we will conserve only what we love, we will love only what we understand, and we will understand only what we are taught.”

-- Baba Dioum

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Welcome to GCA!

Dear Employee:

Welcome to the Golden Charter Academy (GCA). This Handbook is provided to you with the intent of fostering clear communication and understanding of GCA's policies and procedures.

This Employee Handbook summarizes GCA's policies, as well as benefits and staff responsibilities which applies to all employees.

Should be used as a guide and may be revised or updated at the discretion of GCA as necessary.

The policies in this Handbook go into effect and govern expectations immediately. Employees are expected to read, understand, and abide by the policies in the Handbook and the working rules as explained by your supervisor.

During the course of your employment, you are free to leave the school at any time for any reason, and the school reserves a similar right. Thus, employment with GCA is at-will and not for a specific term and can be ended by the employee or by the school at any time for any reason, with or without cause, and with or without advance notice.

Upon receipt of this Handbook, please sign the following Acknowledgement and Acceptance form and return it to the Executive Director and/or designee.

Sincerely,

Robert Golden, President & CEO
Trustees

Edward González, Board Chair of

Mandy Breuer, Principal

Mission and Vision

The GOLDEN CHARTER ACADEMY in partnership with the Fresno Chaffee Zoo will offer a unique educational program featuring:

- an innovative educational strategy prioritizing experiential learning opportunities in place-based education (PBE) emphasizing appropriate use of technology and building on the expertise of the learner through Universal Design for Learning (UDL) strategies.
- a focus on cultural diversity coupled with an awareness of social justice for the purpose of civic engagement.
- a curriculum infused with the importance of environmental stewardship.

Our Mission: “Inspiring Powerful Young Minds.”

Our Vision: The school plans to expand student and parent options and to provide all students with access to a rigorous, well-rounded curriculum. In partnership with the Fresno Chaffee Zoo, the school will promote the education of the whole person, emphasizing intellectual, personal, emotional, and social growth through all domains of knowledge.

The overarching goal of the school is to produce environmentally literate students who are both locally and globally minded, students who achieve environmental literacy and are: inquirers, thinkers, communicators, risk-takers, knowledgeable, principled, open-minded, caring, balanced, and reflective.

The GOLDEN CHARTER ACADEMY purpose is to nurture expert learners that aspire to experience and engage the natural world both as community ambassadors and global citizens.

Through a comprehensive and balanced curriculum coupled with challenging assessments, the school’s vision is to develop the individual talents of young people and to teach them to relate the experiences of the classroom to the realities of the world outside. Beyond intellectual rigor and high academic standards, strong emphasis will be placed on the ideals of cultural understanding and responsible environmental citizenship. The goal is for students to become critical and compassionate thinkers, lifelong learners, and informed participants in local and world affairs. They will be conscious of the shared humanity that binds all people together while respecting the variety of cultures and attitudes that make for the richness of life.

General Information

Employment At-Will

Employment with **Golden Charter Academy** is at-will. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the employee or by the Company. Nothing in this Employee Handbook or any oral statement will limit the right to terminate the at-will employment relationship. This at-will employment policy is the sole and entire agreement between the employee and **Golden Charter Academy** as to the duration of employment and the circumstances under which employment may be terminated. No manager or supervisor has any authority to enter into a contract of employment, express or implied, that changes or alters the at-will employment relationship. **Only the President/Owner of the Company or his or her authorized representative has the authority to enter into an employment agreement that alters the at-will employment relationship, and any such agreement must be in writing and signed by the President/Owner of the Company or his or her authorized representative.**

Commitment to Diversity

Disability Accommodation

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, **Golden Charter Academy** will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an employee or applicant for employment unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result.

Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity and/or obtain equal job benefits should contact Human Resources to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform their essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly their health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the

individual or others, the Company will generally make the accommodation, or it may propose another reasonable accommodation that may also be effective. Employees are required to cooperate with this process by providing all necessary supporting documentation of supporting the need for accommodation and being willing to consider alternative accommodations when applicable.

The Company will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation if supported by medical documentation and/or as required by applicable federal, state or local law.

Employees who wish to request unpaid time away from work because of a qualifying disability should speak to Human Resources regarding a proposed accommodation. The Company will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

Religious Accommodation

The Company will provide reasonable accommodation for employees' religious beliefs, observances and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances or practices and the employee's job requirements, without causing undue hardship to the Company.

The Company has developed an accommodation process to assist employees, management and Human Resources. Through this process, the Company establishes a system of open communication between employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests.

Any employee who perceives a conflict between job requirements and religious belief, observance or practice should bring the conflict and their request for accommodation to the attention of Human Resources to initiate the accommodation process. The Company requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

The Company will not retaliate or otherwise discriminate against an employee or applicant who requests an accommodation in accordance with this policy.

Accommodation for Adult Literacy Programs

Golden Charter Academy provides reasonable accommodation and assistance to an employee who reveals a literacy problem and requests assistance to enroll in an adult literacy education program unless doing so will result in an undue hardship to the company's business operations.

Examples of assistance include providing employees with the location of local literacy programs and arranging for jobsite visits by literacy education providers.

Employees who wish to self-identify as an individual with a literacy problem and request an accommodation should contact Human Resources. The Company will take reasonable steps to safeguard the privacy of any employee who self-identifies. In addition, employees who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While **Golden Charter Academy** encourages employees to improve their literacy skills, the Company will not reimburse employees for the costs incurred in attending a literacy program. Time off to attend literacy programs may be provided as a reasonable accommodation unless doing so will result in an undue hardship. However, if time off is provided, the time off may be unpaid. If time off is unpaid, employees wishing to take such leave may utilize their existing vacation, PTO, or other accrued paid time off.

Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking

Golden Charter Academy will make reasonable accommodations for any employee who reports that he or she is the victim of domestic violence, sexual assault or stalking and requests that the Company accommodate his or her safety while at work, unless providing the accommodation will impose an undue hardship on the company's business operations or violates the company's duty to provide a safe and healthy working environment for all employees.

Reasonable accommodations may include, but are not limited to: a transfer; reassignment; modified work schedule; change in work telephone number; change in work station; installed lock; assistance in documenting domestic violence, sexual assault, stalking or other crime that occurs at the workplace; implemented safety procedures; or any other adjustment to a job structure, workplace facility or work requirement in response to domestic violence, sexual assault, stalking or other crime, or referral to a victim assistance organization. The Company will engage in a timely, good-faith and interactive process with the employee to identify effective reasonable accommodations.

Employees may also be entitled to a leave of absence under the company's Crime Victim Leave policy and should consult that policy and/or Human Resources for additional information.

The Company may request that an employee provide a written statement signed by the employee (or an individual acting on behalf of the employee) certifying that the requested accommodation is for the employee's safety while at work. The Company may also require an employee to provide a certification that the employee is the victim of domestic violence, sexual assault or stalking and may request recertification every six months. Any of the following will be considered sufficient certification: a police report indicating the employee was a victim; a court order protecting or separating the employee from the perpetrator, or other evidence from the court or prosecuting attorney that the employee has appeared in court; documentation from a licensed medical

professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries; or any other form of documentation that reasonably verifies that the incident occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for an authorized purpose.

Employees must notify the Company if their needs change or if they no longer need an accommodation.

The Company will keep all information submitted in connection with an employee's request for an accommodation confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate or retaliate against any employee because of the individual's status as a victim of domestic violence, sexual assault or stalking, if the employee provides the Company notice of such status, the Company has actual knowledge of such status or the employee requests a reasonable accommodation in accordance with this policy.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources representative.

Accommodation for Drug or Alcohol Treatment or Rehabilitation

Golden Charter Academy will attempt to reasonably accommodate employees with chemical dependencies (drugs or alcohol), if they voluntarily wish to seek treatment and/or rehabilitation, unless the accommodation imposes an undue hardship on the Company's business operations. The Company's support for treatment and rehabilitation does not obligate the Company to hire or employ any person who violates the Company's drug and alcohol abuse policy or who, because of current use of drugs or alcohol, is unable to perform his or her duties or cannot perform the duties in a manner that would not endanger his or her health or safety or the health or safety of others.

The Company will keep all information submitted in connection with an employee's enrollment in a drug or alcohol rehabilitation program confidential to the extent permissible by law. Time off for these purposes is unpaid. However, employees wishing to take such leave may utilize their sick leave or accrued paid time off, if applicable.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources representative.

Lactation Accommodation

Employees have the right to request lactation accommodation. The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has a need to express milk. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the lactation break time will be unpaid for nonexempt employees.

Employees will be relieved of all work-related duties during any unpaid break. When unpaid breaks or additional time are required, employees should work with their regarding scheduling and reporting the extra break time.

Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

The Company will provide employees with the use of a room or other location to express milk in private unless doing so would impose an undue hardship on the Company's operations; in which case the Company will still make reasonable efforts to provide an employee with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private. The lactation room or other location will not be a bathroom and will be safe, clean and free from hazardous materials in close proximity to the employee's work area, shielded from view and free from intrusion by co-workers and/or the public. This location may be the place where the employee normally works, if applicable. The lactation room or other location will include a surface on which to place a breast pump or other personal items, a place to sit and electricity or alternative devices (e.g., an extension cord or charging station) needed to operate an electric or battery-powered breast pump. Lactating employees who pump breast milk will also have access to a sink with running water and a refrigerator or alternative cooling device suitable for storing milk in close proximity to their workspace.

A room or other location identified for lactation may be used for other purposes. However, during times when an employee is using the location for lactation purposes, that use will take precedence over all other uses. Employees who have questions or concerns related to lactation room scheduling conflicts should contact their supervisor or a Human Resources representative. Any nonexempt employee who is not provided with a break as requested to express milk should immediately contact Human Resources.

Lactation is considered a pregnancy-related condition under California law.

Employees who wish to request lactation accommodation should notify Human Resources. If the Company cannot provide break time or a location that complies with this Lactation Accommodation policy, the employee requesting the accommodation will be notified in writing.

The Company will not discriminate or retaliate against an employee who requests or uses a lactation accommodation in accordance with this policy or otherwise exercises rights under California's lactation accommodation law. Employees who feel their lactation accommodation rights have been violated can file a complaint with the California Labor Commissioner's Office.

Discrimination, Harassment and Retaliation Prevention

Equal Employment Opportunity

Golden Charter Academy is an equal opportunity employer. In accordance with applicable law, we prohibit discrimination and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns and volunteers based on their actual or perceived: race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 and over), sexual orientation, Civil Air Patrol status, military or veteran status and any other consideration protected by federal, state or local law (collectively referred to as "protected characteristics").

For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, as well as discrimination based upon any of the following:

- An individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group;
- Marriage to or association with individuals of a national origin group;
- Tribal affiliation;
- Membership in or association with an organization identified with or seeking to promote the interests of a national origin group;
- Attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or
- A name that is associated with a national origin group.

An employee's or applicant for employment's immigration status will not be considered for any employment purpose except as necessary to comply with federal, state or local law.

The Company allows employees to self-identify their preferred gender, name and/or pronoun, including gender-neutral pronouns. The Company will use an employee's gender or legal name as indicated on a government-issued identification document, only as necessary to meet an obligation

mandated by law. Otherwise, the Company will identify the employee in accordance with the employee's current gender identity and preferred name.

The Company will not tolerate discrimination or harassment based upon these protected characteristics or any other characteristic protected by applicable federal, state or local law. The Company also does not retaliate or otherwise discriminate against applicants or employees who request a reasonable accommodation for reasons related to disability or religion. Our commitment to equal employment opportunity applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee (including supervisors and co-workers), agent, client, customer or vendor.

Prohibited Harassment

Golden Charter Academy is committed to providing a work environment that is free of illicit harassment based on any protected characteristics. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against employees, applicants for employment, individuals providing services in the workplace pursuant to a contract, unpaid interns or volunteers based on any legally-recognized basis, including, but not limited to, their actual or perceived race (including traits historically associated with race, such as hair texture and protective hairstyles), religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including registered domestic partnership status), sex and gender (including pregnancy, childbirth, lactation and related medical conditions), gender identity and gender expression (including transgender individuals who are transitioning, have transitioned, or are perceived to be transitioning to the gender with which they identify), age (40 or over), sexual orientation, Civil Air Patrol status, military or veteran status, immigration status or any other consideration protected by federal, state or local law. For purposes of this policy, discrimination on the basis of "national origin" also includes harassment against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States, and based on any of the following:

- An individual's or individual's ancestors' actual or perceived physical, cultural or linguistic characteristics associated with a national origin group;
- Marriage to or association with individuals of a national origin group;
- Tribal affiliation;
- Membership in or association with an organization identified with or seeking to promote the interests of a national origin group;
- Attendance or participation in schools, churches, temples, mosques or other religious institutions generally used by persons of a national origin group; or
- A name that is associated with a national origin group.

All such harassment is prohibited.

This policy applies to all persons involved in our operations, including coworkers, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third party interacting with the Company ("third parties") and prohibits proscribed harassing conduct by any employee or third party of **Golden Charter Academy**, including nonsupervisory employees,

supervisors and managers. If such harassment occurs on the Company's premises or is directed toward an employee or a third party interacting with the Company, the procedures in this policy should be followed.

Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment also includes various forms of offensive behavior based on sex and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: leering; making sexual gestures; displaying sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages.
- Verbal conduct: making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words to describe an individual; suggestive or obscene letters, notes, or invitations.
- Physical conduct: touching, assault, impeding or blocking movements.
- Retaliation for reporting harassment or threatening to report sexual harassment.
- An employee may be liable for harassment based on sex even if the alleged harassing conduct was not motivated by sexual desire. An employee who engages in unlawful harassment may be personally liable for harassment even if the Company had no knowledge of such conduct.

Other Types of Harassment

Prohibited harassment on the basis of any legally protected classification, including, but not limited to: race (including traits historically associated with race, such as hair texture and protective hairstyles), color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status (including domestic partnership status), age (40 or over), sexual orientation, Civil Air Patrol status, military or veteran status, immigration status or any other consideration protected by federal, state or local law, includes behavior similar to the illustrations above pertaining to sexual harassment. This includes conduct such as:

- Verbal conduct including threats, epithets, derogatory comments or slurs based on an individual's protected classification;
- Visual conduct, including derogatory posters, photographs, cartoons, drawings, or gestures based on protected classification; and
- Physical conduct, including assault, unwanted touching or blocking normal movement because of an individual's protected status.

Abusive Conduct Prevention

It is expected that the Company and persons in the workplace perform their jobs productively as assigned, and in a manner that meets all of managements' expectations, during working times, and that they and refrain from any malicious, patently offensive, or abusive conduct including but not limited to conduct that a reasonable person would find offensive based on any of the protected characteristics described above. Examples of abusive conduct include repeated infliction of verbal abuse, such as the use of malicious, derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the intentional sabotage or undermining of a person's work performance.

Protection Against Retaliation

Retaliation is prohibited against any person by another employee or by **Golden Charter Academy** for using the Company's complaint procedure, reporting proscribed discrimination or harassment or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Discrimination, Harassment, Retaliation and Abusive Conduct Complaint Procedure

Any employee who believes that they have been harassed, discriminated against, or subjected to retaliation or abusive conduct by a co-worker, supervisor, agent, client, vendor, customer, or any other third party interacting with **Golden Charter Academy** in violation of the foregoing policies, or who is aware of such behavior against others, should immediately provide a written or verbal report to their supervisor, any other member of management or Human Resources.

Employees are not required to make a complaint directly to their immediate supervisor. Supervisors and managers who receive complaints of misconduct must immediately report such complaints to the Executive Director who will attempt to resolve issues internally.

When a report is received, the Company will conduct a fair, timely, thorough, and objective investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of proscribed harassment, discrimination, or retaliation or regarding the alleged violation of any other Company policies. The

Company will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law.

Upon completion of the investigation, the Company will communicate its conclusion as soon as practical. If the Company determines that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Appropriate action will also be taken to deter any such conduct in the future.

The federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) will accept and investigate charges of unlawful discrimination or harassment at no charge to the complaining party. Information may be located by visiting the agency website at www.eeoc.gov or www.dfeh.ca.gov. The DFEH Sexual Harassment Prevention training may be accessed at <https://www.dfeh.ca.gov/shpt/>.

General Employment Practices

Personal Data Changes

To better assist employees and/or their families in the event of personal emergencies, the Company needs to maintain up-to-date contact information. Maintaining accurate information in our files is also important for recordkeeping, payroll and benefits related purposes.

Changes in name, address, telephone number, marital status, number of dependents, next of kin and/or beneficiaries should be given to Human Resources promptly.

Voluntary Open Door Policy

We recognize that employees may have suggestions for improving our workplace, as well as complaints about the workplace. We feel that the most satisfactory solution to a job-related problem or concern is usually reached through a prompt discussion with an employee's supervisor. Employees should feel free to contact their supervisor with any suggestions and/or complaints. If employees do not feel comfortable contacting their supervisor or are not satisfied with their supervisor's response, they should contact Human Resources.

While we provide employees with this opportunity to communicate their views, please understand that not every complaint can be resolved to the employee's satisfaction. Even so, we believe that open communication is essential to a successful work environment and all employees should feel free to raise issues of concern without fear of reprisal.

Please note that some company policies, such as the Sexual and Other Unlawful Harassment policy, contain specific reporting procedures that should be followed. Employees should utilize

this Voluntary Open Door policy for reports and ideas that are not addressed through the Company's specific reporting procedures.

Public Relations

The success of a charter school depends upon the quality of the relationship among the school, its employees, students, parents and the general public. The public impression of GCA and its interest in our school will be formed in part, by GCA employees. Our employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, GCA and our school's services.

Below are several things employees can do to help leave people with a good impression of GCA:

- Communicate with parents regularly;
 - Act competently and deal with others in a courteous and respectful manner;
 - Communicate pleasantly and respectfully with other employees at all times;
 - Follow up on requests and questions promptly, provide business-like replies to inquiries and requests, and perform all duties in an orderly manner;
 - Respond to email and voicemail within 24 hours during the work week;
 - Take great pride in your work and enjoy being gold
-

Employee Classifications

Employees of **Golden Charter Academy** are classified as either exempt or nonexempt under federal and state wage and hour laws and are further classified for administrative purposes. The following designations are used throughout this Employee Handbook.

Exempt Employees

Exempt employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and California wage and hour laws and who are exempt from minimum wage and overtime pay requirements. Exempt employees are compensated on a salary basis. Employees will be informed whether their status is exempt or nonexempt and should consult their supervisor with any questions or concerns regarding this status.

Nonexempt Employees

Nonexempt employees are employees whose job positions do not meet FLSA or applicable California exemption tests and who are *not* exempt from minimum wage and overtime pay requirements. Nonexempt employees are eligible to receive overtime pay for hours worked in excess of eight hours in any workday and 40 hours in a workweek. Employees will be informed whether their status is exempt or nonexempt and should consult their supervisor with any questions or concerns regarding this status.

Full-Time Employees

You are a full-time employee if you are regularly scheduled to work at least 40 hours per week in a budgeted full-time position that is not temporary. As a full-time employee, you are eligible for GCA's benefit package, subject to the terms, conditions, and limitations of each benefit program.

Part-Time Employees

You are a part-time employee if you are regularly scheduled to work less than 40 hours per week in a budgeted position that is not temporary. As a part-time employee, you will receive all legally mandated benefits (such as Workers' Compensation and Social Security) but are ineligible for all other benefit programs offered by GCA.

Temporary Employees

You are a temporary employee if you have been hired as an interim replacement, hired to temporarily supplement the workforce, or hired to assist in the completion of a specific project. Employment assignments in this category are of limited duration. However, employment beyond any initially stated period does not, in any way, imply a change in employment status. As a temporary employee, you will receive all legally mandated benefits (such as Workers' Compensation and Social Security) but are ineligible for all other benefit programs offered by GCA.

Personal and Family Relationships

We will not take any adverse employment action against any employee for engaging in romantic relationships during nonworking hours away from company premises. However, we will consider such relationships when they affect an employee's job performance, occur during working time, occur on Company premises or pose a potential conflict of interest.

A familial or intimate relationship among employees can create an actual or at least potential or perceived conflict of interest in the employment setting, especially if one relative, spouse, partner or member of such a relationship supervises another relative, spouse, partner or member. To avoid this problem, we may refuse to hire or place a relative or other intimately associated individual in a position where the potential for favoritism or a conflict exists.

If two employees marry, become related or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. In other cases where a conflict or the potential for a conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of **Golden Charter Academy**.

For the purposes of this policy, a "relative" is any person who is related by blood or marriage or whose relationship with the employee is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status).

Access to Personnel Files and Payroll Records

Upon written request, a current and former employee, or a designated representative, may inspect and receive a copy of the employee's personnel file and records that relate to the employee's performance or to any grievance concerning the employee in the presence of a **Golden Charter Academy** representative at a mutually convenient time, at the employee's expense. Employees may add their version of any disputed item to the file. The Company will comply with a written personnel file request at reasonable intervals and reasonable times within 30 calendar days of the written request. The parties may agree to a date beyond 30 calendar days provided it is not longer than 35 calendar days from the employer's receipt of the written request.

For a current employee, personnel records will be available for inspection where the employee reports to work or at another location that is mutually agreeable. For a former employee, personnel records will be available for inspection where the records are stored or at another location that is mutually agreeable.

Current and former employees also may inspect their payroll records upon written or oral request, and may request a copy of these records. The Company will comply with written payroll records requests as soon as practicable, but no later than 21 calendar days following the request. Current and former employees who request a copy of their payroll records may be charged a reasonable fee related to the cost of copying the requested documents.

Only authorized members of management and Human Resources have access to an employee's personnel file. Only Human Resources is authorized to release information about current or former employees on behalf of the Company. However, the Company will cooperate with - and provide access to an employee's personnel file to - law enforcement officials or local, state or federal agencies in accordance with applicable law.

Workplace Conduct

Standards of Conduct

To assure safety and security and provide the best possible work environment, we expect employees to follow basic, common-sense rules of conduct that will protect everyone's interests and safety. It is not possible to list all forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions that may result in disciplinary action, including suspension, demotion or termination of employment:

- Falsification of employment records, employment information or other records;
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time card, whether yours or another employee's;

- Theft or the deliberate or careless damage of any company property or the property of any employee or client;
- Use of company materials, supplies, tools or products for personal reasons without advanced permission from management;
- Abuse of the Company's electronic resources, including sending personal emails during working time or in a manner that interferes with the employee's work performance;
- Possessing, distributing, selling, transferring or using or being under the influence of alcohol or illegal drugs in the workplace;
- Provoking a physical fight or engaging in physical fighting during working hours or on premises owned or occupied by the Company;
- Carrying firearms, weapons or dangerous substances at any time, on premises owned or occupied by the Company, unless state law provides otherwise. **Note: This prohibition applies only to the extent allowed by applicable state law. In those states that specifically give the employee the right to maintain a lawfully possessed firearm in a locked vehicle in the employer's parking lot, employees will be permitted to maintain a firearm in their own locked vehicle in compliance with the law. Under those circumstances, employees are strictly prohibited from removing the firearm from their vehicle or carrying it on their person or into a building;**
- Using abusive, violent, threatening or vulgar language at any time during working hours or while on premises owned or occupied by the Company;
- Absence of [insert number] consecutive scheduled workdays without prior notice to the Company;
- Failing to obtain permission to leave work during normal working hours;
- Failing to observe working schedules, including meal and rest breaks;
- Abusing or misusing paid sick leave;
- Failing to provide a certificate from a health care provider when requested or required to do so in accordance with applicable law;
- Working overtime without authorization or refusing to work assigned hours;
- Violating any safety, health or security policy, rule or procedure of the Company; and
- Committing a fraudulent act or intentional breach of trust under any circumstances.

Although employment may be terminated at-will by either the employee or the Company at any time, without following any formal system of discipline or warning, we may exercise discretion to utilize forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings, demotions and suspensions. Although one or more of these forms of discipline may be taken, no formal order or procedures are necessary. The Company reserves the right to determine which type of disciplinary action to issue in response to any type of performance issue or rule violation.

This statement of prohibited conduct does not alter or limit the policy of at-will employment. Either the employee or the Company may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice. As previously set forth in this Employee Handbook, **only the Executive Director of the Company or his or her authorized representative has the authority to enter into an employment agreement that alters the fact that the employment relationship is at-will, and any such agreement must be in writing and signed by the Executive Director of the Company or his or her authorized representative.**

Conflicts of Interest

Employees must conduct themselves in such a way as to avoid actual or potential conflicts of interest. The following are examples of prohibited conflicts of interest in any aspect of their jobs:

- Acting as a director, officer, consultant, agent or employee of a supplier, customer, competitor or any entity that engages in business with the Company;
- Owning a material interest in or being a creditor of or having other financial interest in a supplier, customer, competitor or any entity that engages in business with the Company;
- Receiving from or giving to any supplier, customer or competitor gifts, gratuities, special allowances, discounts or other advantages not generally available to employees of the Company;
- Having any significant direct or indirect personal interest in a business transaction involving the Company;
- Conducting outside activities that materially detract from or interfere with the full and timely performance of an employee's services for the Company; or
- Influencing commercial transactions involving purchases, contracts or leases in a way that would have a negative impact on the Company or its business.

If an employee finds that he or she has, or is considering the assumption of, a financial interest or outside employment relationship that might involve a conflict of interest, or if the employee is in doubt concerning the proper application of this policy, he or she should promptly discuss the matter with the Executive Director and refrain from exercising responsibility on the Company's behalf in any manner that might reasonably be considered to be affected by any adverse interest.

Failure to disclose the fact of a conflict or potential conflict may constitute grounds for disciplinary action.

This policy in no way prohibits employee affiliations or activities communications that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

Outside Employment

The Company respects each employee's right to engage in activities outside of employment such as those that are of a personal or private nature, to the extent that such activities do not create a conflict of interest as described in the Conflicts of Interest policy set forth in this Handbook or adversely affect the employee's ability to perform his or her job. Under certain circumstances, if an employee's personal conduct begins to adversely affect his or her performance on the job, or begins to make it impossible for him or her to carry out any or all of his or her job duties while at

work, appropriate disciplinary action up to and including termination of employment may be appropriate.

An example of an activity that might adversely affect an employee's ability to perform his or her job duties is outside employment. While the Company does not prohibit employees from holding other jobs, the following types of outside employment are prohibited:

- Employment that conflicts with the employee's work schedule, duties and responsibilities or creates an actual conflict of interest;
- Employment that impairs or has a detrimental effect on the employee's work performance with the Company;
- Employment that requires employees to conduct work or related activities during working times or using any of the Company's tools, materials or equipment; and
- Employment that directly or indirectly competes with the business or the interests of the Company.

For the purposes of this policy, self-employment is considered outside employment.

The Company will not assume any responsibility for employees' outside employment. Specifically, **Golden Charter Academy** will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

Reporting and Anti-Retaliation Policy

The Company is committed to promoting compliance with the laws, rules and regulations that govern its business operations and to establishing and maintaining best practices in accounting, auditing and financial reporting matters. As part of our effort to promote and achieve compliance, the Company encourages its employees to report good-faith concerns about any business-related conduct they believe to be fraudulent, illegal or unethical, whether that conduct is occurring within the Company or otherwise involves one of the Company's consultants, vendors, contractors, subcontractors, bankers or any other party having a business relationship with the Company.

Below are the procedures by which employees may report complaints or concerns about any fraudulent, illegal or unethical business conduct. The Company will not tolerate harassment, retaliation or reprisals of any kind against any employee who has, or whose family member has or is perceived to have, in good faith, protested or raised a concern regarding a Company policy or practice or reported a reasonable suspicion that someone connected with the Company is engaged in fraudulent or other unethical or illegal conduct in the course of their work.

What Can Be Reported?

This policy applies to employees who raise good-faith concerns relating primarily to unethical, fraudulent, illegal or wrongful business conduct. Examples of fraudulent activity that should be

immediately reported to the Company, include, but are not limited to: Intentional manipulation of company purchase procedures for personal gain;

- Bribery;
- Theft or embezzlement of company resources;
- False statements made on financial reports and other official communications;
- Creation of false contracts;
- Misuse of Company resources for personal benefit;
- Expense claim fraud;
- Association with outside companies in a manner that creates a conflict of interest in the performance of job functions;
- Disclosure, destruction or theft of confidential and proprietary Company information;
- Presentation or creation of false claims for government payment;
- Creation of a false record or statement in support of a fraudulent claim for government payment; and
- Other violations of the Company's Code of Conduct.

This policy is not intended to address every concern that may arise in the workplace. Employees should be aware that the Company has other policies and procedures and available channels of communication for reporting certain concerns that may not be covered by this policy and/or that may be more appropriate mechanisms for addressing such concerns, including the Company's antidiscrimination and harassment policies. When appropriate or legally required, some issues initially received through the policy reporting mechanisms may be investigated and remedied consistent with the specific procedure applicable to that policy.

Procedure for Submitting Confidential Complaints

Employees may submit complaints, concerns and information regarding potential unethical, fraudulent or illegal business conduct to their immediate supervisor. If the employee is not comfortable speaking to his or her supervisor or is not satisfied with the supervisor's response, or if the concern relates to a particularly serious or sensitive issue, the employee is encouraged to report his or her concern by contacting Human Resources.

Complaints may be made anonymously. Employees who choose to identify themselves when submitting a report may be contacted by a company representative in order to gain additional information. The Company will maintain confidentiality to the fullest extent possible, consistent with applicable legal requirements and the need to conduct an adequate investigation or review.

When submitting a complaint, employees should provide as much detailed information as possible, including the background and history of the concern; names, dates and places where possible; and why the situation is a reason for concern. Providing comprehensive information is particularly important when an employee submits a complaint anonymously because the Company will be unable to contact the reporting employee for additional information or clarification.

The Company will respond to employee concerns by investigating them, if appropriate. Please note that an investigation does not suggest that the concerns have been confirmed or rejected. To

protect individuals and the Company, initial inquiries will be made to decide whether an investigation is appropriate and, if so, the form and scope of the investigation. The action taken by the Company will depend on the nature and severity of the concern, as determined during any investigation. While the Company will endeavor to maintain confidentiality, the primary focus will be on taking all reasonable steps to investigate the allegations thoroughly.

All conversations, calls and reports made under this policy in good faith will be taken seriously. Employees who file reports that are dishonest or misleading or provide evidence that they know to be false will not be protected by this policy and may be subject to corrective action, up to and including immediate termination of employment.

Policy Prohibiting Unlawful Retaliation or Discrimination

The Company recognizes that the decision to report a concern can be a difficult one to make and that employees may fear reprisal for doing so. However, the Company encourages employees to come forward with concerns and will not tolerate retaliation or harassment against employees who raise a concern in good faith.

It is the Company's policy to adhere to all applicable laws protecting its employees against unlawful discrimination or retaliation as a result of their lawfully reporting complaints or participating in investigations regarding alleged unethical, illegal or fraudulent business matters. Specifically, the Company prohibits any form of unlawful discrimination or retaliation or taking any adverse action against employees because they have engaged in, or because they have a family member who has or is perceived to have engaged in, the following conduct:

- Providing information or otherwise assisting in an investigation regarding any conduct that the employee reasonably believes violates federal or state laws or regulations; or
- Filing, testifying, participating or otherwise assisting in any proceeding relating to an alleged violation of federal or state laws or regulations.

Employees who believe that they have been subjected to any conduct that violates this policy may file a complaint using the procedures outlined above. Any employee who unlawfully harasses, discriminates against or retaliates against another employee as a result of his or her protected actions as described in this policy may be subject to corrective action, up to and including termination of employment.

Nothing in this Employee Handbook prohibits you from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct that you believe violates any laws or regulations.

Confidential Company Information

The Company's confidential and proprietary information is vital to its current operations and future success. Each employee should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information.

In no event should employees disclose or reveal confidential information within or outside the Company without proper authorization or purpose.

"Confidential information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company's business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means.

By way of example, confidential or proprietary information includes, but is not limited to, non-public information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research and development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, employee health/medical records, system designs, customer lists and methods of competing. Additionally, employees who by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: Social Security Numbers, driver's license or resident identification numbers, financial accounts, credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Confidential information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection.

Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing confidential information which the employee acquired through lawful means in the course of his or her employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Further, employees are hereby notified that under the 2016 Defend Trade Secrets Act (DTSA):

- No individual will be held criminally or civilly liable under federal or state trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that:

- Is made **in confidence to** a federal, state, or local government official, either directly or indirectly, or to an attorney; and made **solely for the purpose of** reporting or investigating a suspected violation of law; or,
 - Is made in a complaint or other document filed in a lawsuit or other proceeding, **if such filing is made under seal** so that it is not made public; and
 - An individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by order in that proceeding.
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Whistleblower Policy

GCA is committed to maintaining a workplace where employees are free to raise good faith concerns regarding certain business practices, specifically: (1) reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of GCA policy, specifically the policies contained in GCA's Employee Handbook.

An employee who wishes to report a suspected violation of law or GCA policy may do so confidentially by contacting the GCA Board President in writing c/o Golden Charter Academy 1719 L Street Fresno CA, 93721.

GCA expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against employees who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of GCA. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: Executive Director and/or designee. Any supervisor, manager, or designated staff that receives complaints of retaliation must immediately inform the Executive Director or Director of Operations.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality, consistent with a full and fair investigation. The Board of Directors and a member of GCA management will conduct the investigation or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings directly. Violations of the penal code will be reported to the proper law enforcement authorities.

Personal Appearance and Grooming

The image **Golden Charter Academy** projects to the public is reflected in the appearance of our employees. Simply stated, employees should look neat, clean and well-groomed and should be dressed appropriately for the business environment. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers, and their need to interact with the public.

Below are a few guidelines for professional appearance:

- Clothing should not constitute a safety hazard.
- All employees should practice commonsense rules of neatness, cleanliness and comfort.
- When jeans are appropriate for the position, the jeans must be in good condition.
- Tank tops, t-shirts, jogging suits, tennis shoes, flip-flops, slippers, sandals, garments that are unnecessarily revealing, sweat pants and other similar apparel are generally not permitted.
- Personal appearance should include good personal hygiene, clean hair and no or well-maintained facial hair.
- Jewelry may be restricted for safety reasons, based on the position.

For a more in-depth dress code you can refer to the **GCA dress code policy**. We also encourage employees to seek the advice of their supervisor or Human Resources if they have questions regarding appropriate dress or appearance at work. Employees who report to work improperly dressed or groomed may be instructed by their supervisor to return home to change. The time that nonexempt employees are absent for this purpose will be unpaid unless California law requires otherwise.

Religious, Medical and Disability Accommodations

The Company will reasonably accommodate an employee's religious beliefs, medical condition or disability by making exceptions to this policy. Employees who need such an accommodation should contact their supervisor or Human Resources.

Attendance and Punctuality

Employees are expected to be regular in their attendance and to be punctual. Any tardiness or absence causes problems not only for fellow employees, but for our students as well. Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are also expected to remain at work for their entire work schedule. Late arrival, early departure or other absences from scheduled hours are disruptive to the school day and must be avoided.

Definitions

- A. **Incident:** An incident is any unapproved absence, late arrival or leaving work early.

- B. **Absence:** An absence from work is defined as the failure of any employee to report to work when scheduled. This applies to any assignment, be it a regular shift, overtime work, work related meetings, etc... One day of absence will be considered one (1) incident. A second day of absence is considered a second incident, and so on. If, however, a physician releases the employee from work in writing, the entire time of absence is only counted as one (1) incident. Should an unplanned absence turn into three (3) consecutive days off, the employee is required to bring a physician's note releasing them back to work.
- C. **Tardy:** Tardiness occurs when an employee is not present, and ready to begin working, at his/her workstation at their scheduled time. Tardiness also occurs when an employee leaves work prior to the end of their scheduled shift without **prior approval**. Tardiness of less than two (2) hours will be considered a one-half (½) incident. Tardiness of two (2) or more hours will be considered one (1) incident.
- D. **No Call/No Show:** Employees must report their absence each day; failure to do so is considered a no call/no show. A no call/no show is considered one and one-half (1½) incidents.

Any employee who fails to call in and/or report to work for two (2) consecutive workdays is VOLUNTARILY terminating their employment.

Reporting Requirements

Employees must notify their supervisor at least one hour prior to the start of their scheduled shift if they are going to be absent or late. Employees should call GCA HR number (559-358-4114) to notify HR of their tardiness or inability to work. If HR is unavailable when initially called, the employee is responsible for leaving a voicemail **AND** sending a message so that HR is aware of the employee's tardiness/absence. Leaving a voicemail and text does count as notification.

All time off request should be submitted, by paper (Time off request form) and electronically (Paycor), no later than 1 week prior to the requested day/time. All time off request are subject to denial.

Schedule for Attendance Control

Based on the number of incidents in a school year, an employee will be subject to disciplinary action under the following schedule:

- A. Two incidents in any 30-day calendar period result in a documented conversation.
- B. Three incidents in any 60-day calendar period result in a documented warning.
- C. One additional incident within the quarter, following the verbal warning, will result in a further disciplinary action and /or termination of employment.

If employees are unable to report for work on any particular day, they must call their supervisor at least **two (2) hours** or as soon as practical, before the time the employee is scheduled to begin working for that day. The Company may inquire about the general reason for an absence or tardiness. Unless extenuating circumstances exist, employees must call in on any day they are scheduled to work but will not report to work.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment, unless the absence or tardiness is legally protected. The following types of time off will not be considered grounds for disciplinary action under this policy:

- Excused time off, including vacation, PTO and other forms of paid time off;
 - Approved leaves of absence, including jury duty leave, military leave and leave protected under the Family and Medical Leave Act or leaves pursuant to other federal, state or local laws; and/or
 - Time off due to a work-related injury that is covered by workers' compensation.
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Make-Up Time Policy

Purpose/Objective

Golden Charter Academy will provide nonexempt employees with the opportunity to make up work time that is missed due to personal obligations. Employees who need to be absent from work as a result of personal obligations may submit a written request to make up missed work time, provided they satisfy the eligibility requirements and follow the procedures outlined below.

Eligibility

Nonexempt employees are eligible for make-up time if they obtain prior approval from HR of a written request [submitted on the company form] for make-up time. The company reserves the right, in its sole discretion, to deny a request for make-up time based on the business needs of the company. Employees' use of make-up time under this policy is completely voluntary. The company does not encourage, solicit or require employees to request or use make-up time.

Procedures

Employees requesting make-up time under this policy must comply with the following procedures:

1. The employee must submit a written request [on a company form] [reasonably in advance of/within 24 hours of] for the requested time off and indicate what day and time he or she

wishes to be absent from work and what day(s) and time(s) the employee wishes to make up the missed time.

2. The employee must obtain prior written authorization from [human resources] of his or her request, including an approved schedule for the make-up time.
3. The make-up time must be worked (or made up) in the same workweek when the scheduled time was missed or taken off. Additionally, the scheduled make-up time must not cause the employee's total scheduled work time to exceed 11 hours in any workday or 40 hours in the relevant workweek. The company's workweek begins Monday at 7:00 am and ends Friday at 6:00 pm.
4. If an employee takes the requested time off but is unable to work the scheduled make-up time, the missed work time will generally be unpaid.
5. If an employee works the scheduled make-up time before taking the requested time off, the employee will generally be required to take the time off, even if he or she no longer needs the time off.
6. Time that is made up under this policy will be compensated at the employee's regular, straight-time rate of pay. Apart from the approved and scheduled make-up time under this policy, the regular rules for paying overtime wages will apply.

For more information regarding this policy, please contact human resources.

Personal Electronic Devices

Although the Company permits employees to bring personal electronic devices, including cellular phones, smartphones and personal digital assistants, into the workplace, employees are expected to remember that working time is for work.

Therefore, employees should only engage in personal phone calls and other use of electronic devices during nonworking time, including meal and rest breaks. Outside of this time, personal phone calls and communications should be kept to a minimum and for emergencies only.

Personal Calls

While employees are at work, they are expected to perform their job duties and responsibilities. Personal calls should be made primarily outside of working time.

The Company may monitor the frequency and duration of an employee's usage of its telephones. In the event it is necessary to make a personal long-distance call, employees may be asked to reimburse **Golden Charter Academy** for the cost, when applicable. Abuse of the Company's

telephones and/or long distance service may result in discipline, up to and including termination of employment.

Nepotism Policy

GCA permits the employment of qualified relatives of employees, of the employee's household or immediate family as long as such employment does not, in the opinion of GCA, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of the employee's household. GCA will use sound judgment in the placement of related employees in accordance with the following guidelines:

Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor-to-subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.

Related employees may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.

Employees who marry while employed or become part of the same household are treated in accordance with these guidelines. If in the opinion of GCA a conflict arises as a result of the relationship, one of the employees may be transferred at the earliest practicable time.

GCA's Board of Directors must approve any exceptions to this policy.

School-Sponsored Clubs and Activities

The Administration and Board believe that the goals and objectives of GCA are best achieved by a diversity of learning experiences that take place both in and outside of the classroom. To achieve this goal, the Board encourages students and staff to form clubs and extracurricular activities that will enhance their educational experience.

The following criteria should be used to differentiate between a school sponsored club or activity from that of a non-school sponsored student club or activity.

School sponsored clubs and activities meet the following criteria:

- Application for club or activity has been submitted to and approved by Administration in accordance with adopted written policy.
- Activities are conducted on or off school premises under the supervision and guidance of a staff member.

- Activities adhere to school/student conduct rules and applicable State/Federal laws.
- Participants are limited to enrolled students, approved parent volunteers, and staff only.
- All participants must have signed voluntary activity-specific waivers and emergency medical release forms on file.
- Any vendors involved carry recommended coverage types and limits, provide additional insured endorsement in favor of school/CMO, its directors, officers, employees, agents, volunteers, and authorizer; and sign an indemnity/hold harmless agreement in favor of GCA, its directors, officers, employees, agents, volunteers, and authorizer.

Non-school sponsored student clubs or activities are those whose activities fail to meet any of the criteria listed above. Guidelines for non-school-sponsored activities are as follows:

- School resources such as copiers, paper, supplies, etc. may not be used to advertise, promote, or organize non-sponsored activities.
- Classroom or educational time may not be used to advertise, promote, or organize non sponsored events.
- Materials must refrain from using the school logo or branding and include a disclaimer on each flyer, document, or electronic document stating: *"This [trip, event, activity, etc.] is not sponsored or supervised by GCA and school assumes no liability for injuries or damages resulting from such non-sponsored activity."*

Conditions of Employment

Credential Requirements

Credentialed employees must provide copies of a current credential, transcripts, and test scores upon being hired and each school year if there are any changes prior to your first day of actual work. Failure to provide these documents may delay a credentialed employee's ability to begin work.

Credentialed staff is also responsible for keeping required certificates, credentials, and registrations current and in good standing, for paying the costs associated with renewals, and for providing GCA with verification of renewals. Failure to provide these updated documents may result in suspension without pay until such time as the necessary documentation has been provided.

If an employee allows a credential, certificate, registration, or required course deadline to expire, or if an employee fails recertification, training, or testing, GCA is required to remove the employee from the work schedule until requirements are met or the credential is renewed.

Tuberculosis Risk Assessment

California law requires that school staff working with children and volunteers having frequent or prolonged contact with students be free of infectious tuberculosis (TB). These updated laws reflect

current federal Centers for Disease Control and Prevention (CDC) recommendations for targeted TB testing. Enacted laws, AB 1667, effective on January 1, 2015, SB 792 on September 1, 2016, and SB 1038 on January 1, 2017, require a TB risk assessment be administered and if risk factors are identified, a TB test and examination be performed by a health care provider to determine that the person is free of infectious tuberculosis. The use of the California School Employee TB Risk Assessment and the Certificate of Completion, developed by the California Department of Public Health (CDPH) and California TB Controllers Association (CTCA) are also required.

These requirements apply to: (1) Persons employed by a K-12 school district, or employed under contract, in a certificated or classified position (California Education Code, Section 49406); (2) Persons employed, or employed under contract, by a private or parochial elementary or secondary school, or any nursery school (California Health and Safety Code, Sections 121525 and 121555); (3) Persons providing for the transportation of pupils under authorized contract in public, charter, private or parochial elementary or secondary schools (California Education Code, Section 49406 and California Health and Safety Code, Section 121525), and; (4) Persons volunteering with frequent or prolonged contact with pupils (California Education Code, Section 49406 and California Health and Safety Code, Section 121545).

Repeat risk assessments should occur every four years (unless otherwise required) to identify any additional risk factors, and TB testing based on the results of the TB risk assessment. Retesting should only be done in persons who previously tested negative and have new risk factors since the last assessment.

Any examination required for applicants for employment is a condition of initial employment. Therefore, the expense incident thereto shall be borne by the applicant. The cost of any examination required of existing employees shall be a reimbursable expense. Employees should follow GCA's reimbursement procedures. Employees requiring assistance with respect to locating a health care professional that can provide the test for tuberculosis can contact the Executive Director and/or designee for a listing of low cost or no cost providers.

Criminal Background Check

Golden Charter Academy recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, nonviolent, and do not present a risk of harm to students, coworkers or others. GCA will perform applicant background checks and employee investigations as required by Education Code section 47605 [b][f], which requires that "each employee of the school furnish the school with a criminal record summary".

All employees must have Live Scan fingerprint results on file with the Golden Charter Academy. Proof of Live Scan fingerprinting is a requirement of employment, and the results must be received by GCA **prior to** the first day of work. Live Scan fingerprinting is required of all job applicants, employees, and volunteers as required by California and federal law. Background checks may also be required of employees whose job duties involve care of students, handling of money, valuables, or confidential information, or as otherwise deemed prudent by the school.

These background checks are performed through a fingerprinting service coordinated by the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). All information obtained by the GCA may be taken into consideration in evaluating one's suitability for employment, promotion, reassignment, or retention as an employee.

Should an employee suspect that he or she has been involved in activity that could subject him or her to criminal prosecution, he or she is encouraged to bring this to the attention of GCA's Executive Director and/or designee.

For additional information on background checks, please contact the Executive Director and/or designee.

Child Abuse and Neglect Reporting Act

In recognition of the important role that mandated reporters of child abuse play in the protection of children and the need for training to fulfill this role, California Penal Code Section 11166 under AB 1432(2014), the Golden Charter Academy policy is to comply with the state of California laws that requires all schools provide all employees, and other persons working on behalf of the school who are mandated reporters, with annual training on child abuse detection and reporting, as follows:

“Any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.”

It is extremely important that GCA employees comply with the requirements of the Child Abuse and Neglect Reporting Act (CANRA). No mandated reporter can be held civilly or criminally liable for any report required or authorized by CANRA. In addition, any other person who voluntarily reports a known or suspected incident of child abuse or neglect will not incur civil or criminal liability unless it is proven that the report was false, and the person knew the report was false or made the report with reckless disregard of its truth or falsity.

The Executive Director is available to answer any questions employees may have about their responsibilities under CANRA, or to assist an employee in making a report under CANRA. If an employee reports the incident to the Executive Director of the report if it is based on incidents he or she observed or became aware of during the course and scope of his or her employment with the Golden Charter Academy.

The Child Abuse Mandated Reporting Training must be completed within the first six weeks of each school year or within the first six weeks of their start date.

First Aid and CPR Training

All individuals working unsupervised with children or in a classroom setting (i.e., core teachers, advisors, coaches, non-core teachers, administrators) must receive, renew, and maintain basic first-aid and CPR certification.

In addition, all employees must receive training in Blood-Borne Pathogens within the first six weeks of school or within the first six weeks of their start date.

For additional information on the training required, please contact the Executive Director and/or designee.

Smoking

All school buildings and facilities are non-smoking facilities. This includes nicotine and non-nicotine cigarettes including (herbal cigarettes) as well as e-cigarettes, and vaping. Smoking is prohibited within 50 feet of the perimeter of school grounds.

Pay Practices

Performance Reviews

Performance evaluations are generally scheduled once a year or upon a change in assignments; however, supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis.

During formal performance reviews, supervisors and employees discuss a variety of topics, including but not limited to, attendance, quality and quantity of work, teamwork skills, work attitude, etc. Employees and supervisors may also review job tasks, identify and correct weaknesses, encourage and recognize strengths and discuss positive, purposeful approaches for meeting goals.

A positive performance review does not guarantee a salary increase or a promotion. These decisions are made at the discretion of the Company and depend on a number of factors in addition to an employee's individual performance.

We reserve the right to make any personnel changes (including termination) before or after performance evaluations.

Payment of Wages

Employees will be paid **bi-monthly on the 15th and last day of each month**. If the regular payday falls on a company-recognized holiday, then employees will be paid on the workday before the regular payday. Employees who enjoy the benefit of electronic direct deposit will receive deposit advice on each payday.

Paycheck Deductions

The Company is required by California and federal laws to make certain deductions from employees' paychecks each pay period. Such deductions typically include federal and state income taxes, Social Security or wage garnishments. Depending on the benefits employees choose, deductions expressly authorized in writing by the employee to cover insurance premiums or other benefit premiums may also occur.

The Company will not make any deduction from an employee's wages which is not either authorized by the employee in writing or permitted by California or federal law.

The amount of all deductions will be listed on an employee's pay stub.

The Company complies with California and federal law, and will not allow any form of retaliation against individuals who make good-faith reports of alleged violations of this policy, or who cooperate in an investigation by the Company, even if the reports do not reveal any errors or wrongdoing.

Work Schedules

The Company is normally open for business from **Monday through Friday, 7:30 a.m. to 4:30 p.m.** Your supervisor will assign your work schedule.

Certificated Instructional Employees

The normal work hours for this category (credentialed teachers and specialists) is from 7:30am to 4:30pm. On occasion, there will be activities that require participation outside of regular business hours. The Principal will approve requests by instructional staff needing to be excused from professional work obligations.

Non-Instructional Employees

The Executive Director will determine working hours for non-instructional employees.

All employees are expected to be at their desk or designated work area at the start of their scheduled shift, ready to perform their work.

Supervisors will schedule meal and rest breaks as appropriate. The Company complies with federal and California law in this regard. Employees should review the Company's Meal and Rest Break policy for further information.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in total hours that may be scheduled each day and week.

Meal and Rest Breaks

The Company complies with federal and state legal requirements concerning meal and rest breaks. The Company recognizes that employees perform at their best when they have the rest and nourishment they need. This policy explains when the Company expects employees to take meal and rest breaks.

Meal Breaks

The Company provides at least a 30-minute meal break to employees who work more than five hours and a second 30-minute meal break to employees who work more than 10 hours in a workday, unless they have elected to waive a meal break in accordance with the Company's policy and state law. Employees are relieved of their duties during meal breaks and are allowed to leave the premises.

The Company provides meal breaks according to the following schedule:

Number of Actual Hours Worked Per Shift	# Meal Breaks	Comments
0 to \leq 5.0	0	An employee who does not work more than five hours in a workday is not provided with a meal break.
> 5.0 to \leq 10.0	1	An employee who works more than five hours in a workday, but who does not work more than 10 hours in a workday, is provided with a 30-minute meal break that is available before the end of the fifth hour of work, subject to any meal period waiver in effect.

> 10.0	2	An employee who works more than 10 hours in a workday is provided with a second 30-minute meal break that is available before the end of the 10th hour of work, subject to any meal period waiver in effect. The meal period waiver will be invalidated if the employee works more than 12 hours.
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The Company does not pay nonexempt employees for meal breaks, so nonexempt employees must record the start and stop times of their meal breaks.

Rest Breaks

Employees are authorized and permitted to take a 10-minute paid rest break for every four hours worked, or major fraction thereof (i.e., more than two hours). Employees are relieved of all of their duties during rest breaks and are allowed to leave the premises. The Company authorizes and permits rest breaks according to the following schedule:

Number of Actual Hours Worked Per Shift	# of 10-Minute Rest Breaks	Comments
0 to < 3.5	0	A nonexempt employee who works less than three and one-half hours in a workday is not entitled to a rest break.
≥ 3.5 to ≤ 6	1	A nonexempt employee who works three and one-half hours or more in a workday, but who does not work more than six hours in a workday, is entitled to one 10-minute rest break.
> 6.0 to ≤ 10.0	2	A nonexempt employee who works more than six hours in a workday, but who does not work more than 10 hours in a workday, is entitled to two 10-minute rest breaks.
> 10.0 to ≤ 14.0	3	A nonexempt employee who works more than 10 hours in a workday, but who does not work more than 14 hours in a workday, is entitled to three 10-minute rest breaks.

Whenever practicable, rest breaks should be taken near the middle of each four-hour work period. Employees may not accumulate rest breaks or use rest breaks as a basis for starting work late, leaving work early or extending a meal break.

Because rest breaks are paid, nonexempt employees should not clock out for them.

Any nonexempt employee who is not provided with a timely, uninterrupted and at least 30-minute meal break, or who is not authorized and permitted to take a rest break according to this policy, is immediately entitled to a meal or rest break premium. Any supervisor who knows or should reasonably know that a meal break or rest break was not provided in accordance with this policy should arrange for a premium to be issued to the employee. Employees are responsible for reporting to their supervisor any meal break that was not provided or any rest break not authorized and permitted where the supervisor would have no reason to otherwise know of this fact. Any employee who feels that he or she is owed a premium as a result of this policy, but has not received the premium, should report the missing premium immediately to his or her manager.

Discipline

Any employee, supervisor or manager who fails to observe meal and rest break policies will be subject to discipline, up to and including termination of employment. Violations of this policy should be reported to any manager or Human Resources. Every report will be fully investigated, and corrective action will be taken if appropriate.

In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

Timekeeping

Nonexempt (Hourly) Employees

Employees who are classified as nonexempt must accurately record the time they work each day, including arrival, departure and meal break times.

When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

Nonexempt employees must report *all* time worked and must *not* work any time that is not authorized by their supervisors. This means nonexempt employees must not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless directed to do so. Employees who have questions about when or how many hours they are expected to work should contact their supervisor.

It is a violation of the Company's policy for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked or to alter another employee's time records. If any employee is directed or encouraged to incorrectly report hours worked or to alter another employee's time records, the employee should report the incident immediately to a supervisor.

Exempt (Salaried) Employees

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave, or PTO.

Exempt employees are paid on a salary basis. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive their salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, an exempt employee will not be paid for days not worked in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available PTO to make up for the reduction in salary;
- When an exempt employee takes one or more full days off from work due to sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available sick time to make up for the reduction in salary;
- When an exempt employee works only part of the week during their first and last week with the Company, the employee will be paid only for the days actually worked;
- When an exempt employee takes unpaid leave under the Family and Medical Leave Act or corresponding laws, the Company will not pay for such days/hours of absence; and
- When an exempt employee receives an unpaid disciplinary suspension of one or more full days, imposed in good faith for a workplace conduct rule infraction, the Company will not pay for such days of suspension.

The Company may require an exempt employee to use available PTO, as a replacement for salary, when the employee takes less than a full day off from work.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror, as a witness or in the military or for lack of work, though deductions may be made to offset amounts an employee receives as jury or witness fees, or for military pay.

It is Company policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state law. The Company prohibits any deductions from pay that violate the FLSA or applicable state law.

If an exempt employee believes that an improper deduction has been made to their salary, the employee should immediately report this information to their supervisor. Reports of improper

deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime. Nonexempt employees will be paid one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in any workweek, for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday and for the first eight hours worked on the seventh consecutive day of work in a workweek. Additionally, employees will be paid double their regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight hours on the seventh consecutive day of work in a workweek. Paid time off such as sick pay, holiday pay or PTO pay will not count toward hours worked for the purpose of determining overtime pay.

All overtime work must be authorized in advance by the employee's supervisor. Working overtime without prior authorization may result in disciplinary action.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

Business Travel and Reimbursement

The Company will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance. Once approved, employees should make travel arrangements and seek reimbursement in accordance with the guidelines in this policy.

When approved, the actual cost of travel, meals, lodging and other expenses directly related to accomplishing business travel objectives will be reimbursed by the Company. Employees are expected to limit expenses to reasonable amounts. Reimbursement of non-standard expenses (including the purchase of alcoholic beverages) incurred on business trips is within the sole discretion of the Company.

Employees should ask their supervisor or Human Resources for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses or any other business travel issues.

Exempt employees will be paid their regular salary for any weeks in which they travel. Nonexempt employees will be paid for travel time in accordance with Company policy and with federal and state wage and hour laws.

Abuse of this business travel expense policy, including falsifying expense reports to reflect costs not incurred by the employee, may result in disciplinary action, up to and including termination of employment.

Employee Benefits

Benefits Overview

Benefit plans offered by **Golden Charter Academy** are defined in legal documents such as insurance contracts and summary plan descriptions. If employees are offered benefits, and if a question arises about the nature and extent of plan benefits or if there is a conflict in language, the formal language of the plan documents govern, not the informal wording of this Employee Handbook. Plan documents, if applicable, are available for employees' inspection. The Company and its designated benefit plan administrators reserve the right to determine eligibility, interpretation and administration of issues related to benefits offered by the Company.

Full-time employees become eligible for medical, dental, and vision coverage on the first of the month following their date of hire. Golden Charter Academy will provide a health insurance package covering 80% of the employee costs towards the monthly health premiums of the selected plan up to \$6,000. If an employee elects coverage that exceeds the monthly maximum, the premium overage amount will be deducted from the employee's semi-monthly paycheck on a pre-tax basis.

When an employee separates from the school, any outstanding premium amounts will be deducted from the employee's final paycheck.

Employees are encouraged to read the plan descriptions provided by the various benefit carriers. The current plan descriptions are the official source for determining the policies, coverage, limitations, and procedures of each program. To request a copy of the plan description for a particular school-provided benefit, employees should contact the benefit carrier or the Executive Director and/or designee.

GCA reserves the right to change, cancel, or alter any portion of the employee benefit program without prior notification to its employees.

Employees should contact Human Resources for detailed benefits information.

Medical and Dental Insurance

The Company currently offers medical and dental insurance to eligible employees and their spouses, dependents and other qualifying family members in an equitable and cost-effective way and in compliance with applicable state and federal laws.

Employees have up to 45 days from their date of employment to select their medical and dental plans. Once the selection is made it will remain fixed for the remainder of the plan year; however, employees will have an opportunity to make changes to their benefit selections during the Company's annual open enrollment period.

Employees who experience a qualifying life event such as marriage, divorce or the birth of a child will also be allowed to make a change in their benefit selection when that event occurs, in accordance with the terms of the plan document.

Both the Company and the employee contribute to the cost of medical and dental insurance. Employees should contact Human Resources with any questions.

Retirement Benefits

State Teachers Retirement System (STRS)-Certified Employees

GCA participates in The State Teachers Retirement System (STRS). All staff who hold certificated positions are required to participate in STRS. Participating employees will contribute the required percentage and GCA will contribute the employer's portion required by STRS. For more information about STRS please visit their website at www.calstrs.com or contact the Executive Director and/or designee.

Federal Insurance Contributions Act (FICA) – Classified Employees

All classified employees will participate in The Federal Insurance Contributions Act (FICA) in accordance with federal regulations. The Golden Charter Academy has established a 403(B) plan for its classified employees. Each employee would be able to contribute a dollar amount or a percentage of their salary into the plan which would reduce salary. The company would match up to 3% of their 403(B) contribution.

The contribution made by the company would be subject to a vesting schedule. An employee must work for GCA for 6 years to have a right to 100% of the company's contribution.	1 year	0%
	2 years	20%
	3 years	40%
	4 years	60%
	5 years	80%
	6 years	100%

Same-Sex Marriages and Domestic Partnerships

The Company complies with all applicable federal and state laws regarding the provision of benefits to same-sex spouses and domestic partners. In California, marriage is considered a personal relationship arising out of a contract between two persons, which includes same-sex spouses. Registered domestic partners have the same rights as spouses. Employees should contact

Human Resources if they have any questions regarding benefits eligibility for themselves, their spouses or domestic partners.

Safety and Security

Company's Right to Search

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives or other improper materials. To this end, the Company prohibits the control, possession, transfer, sale or use of such materials on its premises to the extent permitted by applicable law. We require the cooperation of all employees in administering this policy.

Desks, lockers and other storage devices are provided for the convenience of employees but remain the sole property of the Company. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, either with or without prior notice.

In addition, to ensure the safety and security of employees and customers, and to protect our legitimate business interests, we reserve the right to question and inspect or search any employee or other individual entering or leaving company premises or job sites. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, etc.

These items are subject to inspection and search at any time, with or without prior notice. We also may require employees to agree to reasonable inspection of their personal property and/or person while on the job or on the Company's premises. The individual may be requested to self-inspect his or her personal property or person by displaying the contents of any packages and/or turning out his or her pockets, etc., in the presence of a representative of the Company, typically a management employee of the same gender. The Company will not tolerate any employee's refusal to submit to a search.

Visitors

An employee's children, family or friends are not allowed on campus during an employee's shift. Violation of this policy may result in disciplinary action up to and including termination of employment.

Electronic Resources

This policy describes the Company's general guidelines for using its electronic resources, including electronic mail (email), voicemail, internet access and computer systems.

Employees should use the Company's electronic resources with the understanding that these resources are provided for the benefit of the Company's business. Employees may use company electronic resources for personal use, during nonwork times, as long as such use complies with company rules and applicable law. Employees should never use the Company's electronic resources for personal use in a manner that interferes with their work duties or any responsibilities to customers.

Sending, saving, accessing, or viewing obscene or similarly offensive material on the Company's electronic resources is prohibited. Messages stored and/or transmitted by the Company's electronic resources, including the computer, voicemail, email, or the telephone system, must not contain content that may reasonably be considered to be obscene or other patently offensive material. Prohibited material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would discriminate against or harass someone on the basis of his or her race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state or local law. Likewise, any use of the internet, email, or any other electronic resource to engage in harassment or discrimination prohibited by company policies is unlawful and strictly prohibited. Violators may be subject to discipline, up to and including termination of employment.

Unless otherwise noted, all software on the internet should be considered copyrighted work. Therefore, employees are prohibited from downloading software and/or modifying any such files without permission from the copyright holder.

No Solicitation

The Company's electronic resources must not be used for solicitation purposes during working time. The Company's no solicitation rule applies to the use of electronic resources.

Software Code of Ethics

Employees may not duplicate any licenses, software or related documentation for use either on the Company's premises or elsewhere unless the Company is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject users and/or the Company to both civil and criminal penalties under the United States Copyright Act. Employees may not give software to any outsiders including contractors, customers or others. Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements. Employees may not download software from the internet and install it on their computers.

The Company reserves the right to audit any company computer to determine what software is installed on the local drive(s).

Employee Responsibility

Each employee is responsible for the content of all text, audio or images that they place or send using the Company's electronic resources. The same standards should be utilized for the creation of email messages in connection with an employee's work as would be utilized for other company correspondence or memoranda.

Computer and Systems Security

All computers and the data stored on them are, and remain at all times, the property of **Golden Charter Academy**. As such, all messages created, sent or retrieved over the internet or the Company's electronic mail systems are the property of the Company, and should be considered company information. The Company reserves the right to retrieve and read any message composed, sent or received using the Company's electronic resources, including all computer equipment and the electronic mail system, for any business reason, including but not limited to, ensuring compliance with this and all company policies.

Employees should be aware that even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, internet and email messages are not private. Furthermore, all communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Employees should also be aware that duplicates of email transmitted through a personal, web-based email account using company equipment could be stored on that equipment; likewise, information regarding internet sites that an employee has accessed may also be stored.

Email Content Screening

The Company maintains the right to screen all inbound and outbound email content. Email messages or attachments that contain obscene or similarly offensive material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work related.

The Company may, in its discretion, review communications to and from a personal account, subject to state laws regarding attorney-client communications.

If an employee wants to communicate with an attorney or send an otherwise confidential piece of communication that he or she does not want the Company to monitor, the employee should consider using a personal email address and personal computer equipment. If an employee does use company equipment, he or she consents to any monitoring by the Company and should understand that he or she has no right to privacy with respect to such communications, to the extent permissible under applicable law.

Workplace Violence

The safety and security of employees is of vital importance to **Golden Charter Academy**. Therefore, the Company has adopted a zero-tolerance policy concerning workplace violence. Threats or acts of violence - including intimidation, bullying, physical or mental abuse and/or coercion - that involve or affect company employees or that occur on the Company's premises will not be tolerated.

The prohibition against threats and acts of violence applies to all persons involved in the operation of the Company, including, but not limited to, company employees and other personnel, contract and temporary workers, consultants, contractors, customers, vendors, visitors and anyone else on the Company's premises.

Violations of this policy by an employee will result in disciplinary action, up to and including termination from employment.

It is our goal to have a workplace free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Workplace violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several employees.

Examples of workplace violence include, but are not limited to:

- Threats or acts of violence occurring on Company premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of the Company;
- Threats or acts of violence occurring off Company premises involving an employee if the threats or acts affect the business interests of the Company;
- All threats or acts of violence occurring off Company premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on company premises; and
- Threats or acts of violence resulting in the conviction of an employee or agent of the Company, or an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when the act or conviction adversely affects the legitimate business interests of the Company.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual;
- Threatening an individual or his or her family, friends, associates or property with harm;

- The intentional destruction or threat of destruction of **Golden Charter Academy** property or another individual's property;
- Menacing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Workplace violence does not refer to occasional comments of a socially acceptable nature. Such comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, workplace violence refers to behavior that is personally threatening or intimidating.

Employees should help maintain a violence-free workplace. To that end, employees are encouraged to immediately report any incident that may be threatening to the employee or his or her co-worker to a supervisor or manager.

No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with Golden Charter Academy. We will make the sole determination of whether and to what extent threats or acts of violence will be acted upon by the Company. In making this determination we may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.

Weapons in the Workplace

The Company strictly prohibits employees or any other person providing services to the Company or located on the Company's premises from possessing weapons of any kind at the workplace. The workplace includes any property owned or leased by the Company or occupied by groups of company employees or persons providing services to the Company. Unless this prohibition is contrary to California or local law, the workplace specifically includes company parking areas and company vehicles. This policy prohibits the possession of concealed weapons as well as weapons carried openly.

This prohibition specifically includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

Workplace Bullying

The Company does not tolerate bullying behavior. Individuals who engage in workplace bullying may be disciplined, up to and including termination of employment.

Workplace bullying is the use of force, threats or coercion to abuse, intimidate, or humiliate another employee. Workplace bullying includes, but certainly is not limited to, the following:

- Verbal abuse, such as the use of patently offensive, demeaning and harmful derogatory remarks, insults and epithets;
- Verbal or physical conduct that is threatening, intimidating or obscene;
- Pushing, shoving, kicking, poking, tripping, assaulting, or threatening physical assault, or intentionally damaging a person's work area or property; or
- Sabotage, or deliberately subverting, obstructing or disrupting another person's work performance.

Cyberbullying refers to bullying, as defined above, that occurs through the use of a computer, cell phone, smartphone, tablet, pager or other device that transmits electronic information, regardless of whether the device is owned by or located at the Company or connected to the Company network. Cyberbullying is also prohibited.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to speak with others, engage in workplace debates and protest about their terms and conditions of employment.

Reporting and Response

Employees who are subject to or witness workplace bullying are encouraged to notify Human Resources immediately. The Company will promptly investigate the complaint. The Company will maintain confidentiality to the extent possible, consistent with its commitment to investigating the complaint promptly and thoroughly.

If the complaint is verified, the Company will take appropriate remedial and disciplinary action, which may include, but is not limited to, verbal or written warnings, suspension, termination of employment, counseling and other actions. The Company will also report to law enforcement, if appropriate. The complaining party will be advised of the results of the investigation.

Anti-Retaliation

The Company strictly prohibits retaliation against an employee for making a good-faith claim of bullying or for participating truthfully in an investigation of bullying.

Work-Related Injuries or Illnesses

An employee who sustains a work-related injury or illness should inform his or her supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

Employees who sustain work-related injuries may receive workers' compensation benefits outlined in the Company's Workers' Compensation Insurance policy. Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Employees should contact Human Resources for additional information.

Health and Safety

The health and safety of employees and others on Company property are of critical concern to **Golden Charter Academy**. We strive to attain the highest possible level of safety in all activities and operations. The Company also intends to comply with all health and safety laws applicable to our business.

To this end, the Company must rely upon our employees to ensure that work areas are kept safe and free of hazardous conditions. Employees should be conscientious about workplace safety including proper operating methods and known dangerous conditions or hazards. Employees should report any unsafe conditions or potential hazards to a supervisor immediately, even if they believe they have corrected the problem. If an employee suspects a concealed danger is present on Company premises or in a product, facility, piece of equipment, process or business practice for which the Company is responsible, the employee must immediately bring it to the attention of his or her supervisor. Supervisors should immediately arrange for the correction of any unsafe condition or concealed danger and should contact the Executive Director regarding the problem.

The Company has developed a written Injury and Illness Prevention Program as required by law. Employees may receive a copy of this program by contacting the Executive Director. It is employees' responsibility to read, understand and observe the Injury and Illness Prevention Program provisions applicable to their job.

Any workplace injury, accident or illness must be reported to an employee's supervisor as soon as possible, regardless of the severity of the injury or accident. If medical attention is required immediately, supervisors will assist employees in medical care, after which the details of the injury or accident must be reported. First aid remedies for minor headaches and minor injuries will be kept in the Human Resources department.

Drug-Free Workplace

The Company strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects have worn off. For these reasons, the Company has adopted a policy that all employees must report to work and, while at work, remain completely free of illegal drugs, abused or non-prescribed prescription drugs and alcohol.

Drug Use/Distribution/Possession/Impairment

The Company strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. "Illegal drugs" means all drugs whose use or possession is regulated or prohibited by federal, state or local law. These include prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. Marijuana remains illegal as a matter of federal law and therefore its use or possession violates this policy. The Company will endeavor to accommodate individuals with disabilities but will not accommodate the use of medical marijuana at work or excuse policy violations related to medical marijuana.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work.

Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.

Alcohol Use/Distribution/Possession/Impairment

All employees are prohibited from distributing, dispensing, possessing or using any beverage or medicine containing alcohol while at work or on duty and from coming onto Company premises, reporting to work or working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

Prescription and Over-the-Counter Drugs

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a supervisor or Human Resources. Employees are not required to reveal the name of the medication or the underlying medical condition.

The Company reserves the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may affect his or her ability to perform safely. The Company will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

Marijuana remains illegal as a matter of federal law and therefore its use or possession violates this policy. The Company will endeavor to accommodate individuals with disabilities but will not accommodate the use of medical marijuana at work or excuse policy violations related to medical marijuana.

Counseling and Rehabilitation

Employees who voluntarily seek help for substance abuse (self-referral) by contacting the Company will be provided an opportunity to pursue counseling and rehabilitation. The Company will make available to these employees information about counseling and rehabilitation services. An employee who is receiving counseling and/or treatment for substance abuse may use available vacation, PTO, sick leave or, if eligible, family and medical leave. Health insurance often covers the costs of such services, but costs not covered must be paid by the employee. The employee may not return to work until released by a treatment provider to do so and he or she receives a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work.

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy.

Use of Company Equipment and Resources

Company Equipment

When using Company vehicles or other property, employees are expected to exercise care; maintain the property in safe working order; and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisors if any equipment, machines, tools or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Employees who have questions about their responsibility for maintenance and care of equipment or vehicles used on the job should consult their supervisor.

All employees are expected to comply with all local, state and federal laws while operating Company vehicles and other equipment. The Company may discipline employees who engage in unlawful conduct.

Company Resources

The Company has significantly invested in telephone lines, fax machines, photocopiers and other types of business equipment, internet access and software that are vital to keeping our operations flowing smoothly and effectively. The Company's resources are limited and should be used for business transactions only and not for personal use, except as provided in the Electronic Resources policy in this Employee Handbook.

Time Off and Leaves of Absence

Time Off and Leaves of Absence

The Company recognizes that employees benefit from time away from work for a variety of reasons - all of which contribute towards a positive work-life balance for our employees. Therefore, the Company provides time off - both paid and unpaid - to eligible employees.

The Company will make every effort to communicate with employees during any leave of absence. The employee will also be required to maintain communication and update the Company on any change in status and the estimated date of return.

Unpaid Leaves & Use of Accrued Vacation/PTO

Leaves of absences provided by the Company are unpaid unless otherwise noted. Except for pregnancy disability and military leave, employees are required to use any accrued, unused vacation or PTO before taking any unpaid leave.

Holidays

Full-time, non-instructional employees are eligible for holiday pay. Part-time employees and temporary employees are not eligible for paid holidays. GCA observes the following holidays:

New Year's Day	Martin Luther King Jr.'s Birthday	Lincoln's Birthday
President's Day	Friday before Easter Sunday	Memorial Day
Labor Day	Veteran's Day	Thanksgiving Day
Friday After Thanksgiving	Christmas Eve	Christmas Day
New Year's Eve		

If a holiday falls on a Saturday, it will be observed on the previous Friday. If a holiday falls on a

Sunday, it will be observed on the following Monday.

Please refer to the instructional calendar and Administrative Staff/Office Closure Schedule each year for any additional holidays or office closures.

- Full-time exempt administrative staff required to work for any reason on non-instructional days during Thanksgiving, Winter, or Spring Break, not including National Holidays, will not receive additional compensation.
- Full-time, non-exempt administrative staff are not compensated during office closures except for the Holidays listed above.
- Facilities Staff are expected to work during non-instructional days during Thanksgiving, Winter or Spring Break, except for the Holidays listed above that fall within those time periods.

GCA reserves the right to schedule unpaid school shutdowns throughout the year. Employees will be notified in advance of any scheduled school shutdowns.

Paid Time Off (PTO) – Certificated Employees (Exempt)

GCA provides paid time off (PTO) to full-time Certificated (exempt) eligible employees to enable employees to meet both their work and personal needs. The company believes that PTO is valuable for employees not only to make their work experience with the company personally satisfying but also to enhance their productivity.

PTO may be used for any reason, including vacation, illness, medical appointments, family care and personal business. Up to one-half of the annual allotment of PTO may be used for an illness of the employee's child, parent, spouse, registered domestic partner, registered domestic partner's child, or other persons designated by local, state or federal laws.

Employees begin accruing PTO as of date of hire based on their regularly scheduled workweek and continuous years of service and according to the following schedule:

Years of Service	Total Days/Hours Per Year	Total Days/Hours Cap
ALL	8 days or 64 hours	12 days or 96 hours

Accrued and unused PTO will be paid out at the end of the employee's contract year.

Once an employee has reached his or her maximum PTO accrual, the employee will not become eligible to accrue any additional PTO until the employee's PTO balance falls below the maximum accrual. In addition, employees taking an unpaid leave of absence or who are on leave receiving disability payments do not accrue PTO while they are on leave.

The company also reserves the right to direct employees to take PTO when business conditions make that necessary or appropriate.

PTO must be scheduled and approved by the employee's supervisor at least two weeks in advance. The company has the right to refuse an employee's application for PTO if, at the company's sole discretion, scheduling PTO at the time requested would be inconsistent with the smooth operation of the company's business. The company pays all accrued but unused PTO when an employee leaves the company.

In some instances, it may not be possible for an employee to schedule PTO. Unscheduled PTO is only permitted in cases of medical emergencies or illness, or where otherwise legally required.

Employees who need to take unscheduled PTO must comply with the following:

1. Notify your supervisor as soon as possible. Employees must personally contact their supervisor as far in advance as possible, so that proper arrangements can be made to handle the employees' work in their absence. Leaving a message with another employee does not satisfy this responsibility. Employees are also responsible for informing their supervisors of the anticipated date of their return to work.
2. Provide daily updates. Employees who are using unscheduled PTO are responsible for personally contacting their supervisors each workday and providing updates on their anticipated dates of return.
3. Supply medical certification. The company may require employees who are absent due to their own illnesses, or to care for an ill parent, child, spouse or domestic partner, to provide appropriate medical documentation from a health care provider. The company may also, in certain instances, require a second certification from another health care provider.

Employees' failure to contact their supervisor or to provide appropriate medical certification when requested may result in denial of PTO benefits and discipline, including termination. Leave under this policy may run concurrently with leave taken under other applicable policies as well as under local, state or federal law, including leave taken pursuant to the California Family Rights Act (CFRA) or the Family and Medical Leave Act (FMLA).

For more information regarding leave under this policy, contact human resources.

Vacation - Classified Hourly Employees (Non-exempt)

Vacation is available to full-time employees.

Employees with a date of hire between the 1st and the 15th of the month will begin accruing vacation on the first day of that month. Employees with a date of hire between the 16th and the last day of the month will employee's status changes and he/she becomes a full-time non instructional employee, accruals will begin on the first of the month following the date of the change. Full-time, non-instructional employees who work less than 40 hours per week will accrue vacation leave on a pro-rated basis.

The amount of paid vacation time received each year increases with the length of your employment as shown in the following schedule.

Years of Service	Yearly Equivalent	Maximum Balance
0-5	80 hours	120 hours
6-9	104 hours	156 hours
10+	120 hours	180 hours

The length of eligible service is calculated on the basis of a "benefit year". This is the 12-month period that initiates at the time an employee begins to accrue vacation. Your benefit year may be extended for any significant leave of absence.

In special circumstances, and with the approval of an employee's supervisor and the Executive Director, full time, non-instructional employees may use accrued vacation leave when sick leave accruals have been depleted.

Employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. However, in the event that accrued vacation is not used by the end of the benefit year, employees will carry unused time forward to the next benefit year. If the total amount of unused vacation time reaches a "cap" equal to one and a half times an employee's annual vacation accrual amount, further vacation accrual will stop. Once an employee uses paid vacation time and brings the available amount below the cap, vacation accrual will begin again.

Vacation Requests

Requests to use vacation days by these employees must be submitted in writing at least 2 weeks in advance to their immediate supervisor and/or Executive Director. These employees will not be approved for more than 10 days of vacation in a single academic year unless they fall on days that are not considered workdays for teachers.

Upon termination of employment the eligible employees listed above will be paid for all accrued, but unused vacation time at their current rate of pay. They are not entitled to pay in lieu of taking vacation except upon termination of employment.

Personal Leave

Employees continuously employed by GCA for at least one year may request a personal leave of absence for a period of up to 30 days. For all foreseeable personal leaves of absence of three or more calendar days, the employee must complete and submit a request for leave of absence to the Executive Director at least 30 days before the beginning of the leave. Leave of absence application forms can be found in the teacher's workroom. When the need for leave is not foreseeable, the employee must provide notice as soon as practicable, but usually within one business day after learning of the need for leave. Requests will be considered on the basis of expected impact on the school. If the leave is approved, there is no guarantee that the employee will return to the same position if the leave would create a hardship for GCA. However, reasonable efforts will be made to return the employee to the first available position that is similar in status, pay, and type of work performed.

Paid Sick and Safe Time (Accrual Method)

The Company provides paid sick and safe time to eligible employees in compliance with California's Healthy Workplaces, Healthy Families Act (HWHFA).

Eligibility

Employees (including full-time, part-time and temporary employees) become eligible for paid sick and safe time once they have worked in California for the Company for 30 days within a year from the start of employment.

Employees may begin to use their accrued time beginning on their 90th day of employment. Employees who have been employed by the Company for at least 90 days prior to becoming eligible to accrue paid sick and safe time may use such leave immediately upon accrual.

Annual Accrual of Paid Sick and Safe Time

Eligible employees began to accrue paid sick and safe time on July 1, 2015, or upon the first day of employment, whichever is later.

Full-Time, Non-Instructional Employees

Eligible employees accrue and *use* sick leave benefits at the rate of 10 days per year or 0.42 days/3.33 hours per semi-monthly pay period. Full-time, non-instructional employees who work less than 40 hours per week will accrue sick leave on a pro-rated basis.

Unused sick leave will be rolled over into the next year and can be accrued up to a maximum of nine (9) sick days, or 72 hours. Balances grandfathered in will remain in effect, no more than 10 days of sick leave are to be used in a given school year, except in case of illness or by prior approval of the Executive Director. Accrued sick leave is not a vested benefit and will not be paid out at time of separation.

Part-Time and Temporary Employees

Eligible part-time and temporary employees may accrue up to six (6) days or 48 hours of paid sick leave at the beginning of each school year and for late hires, a prorated amount of paid sick leave will be issued. Sick leave may be used in increments of 2 hours and in accordance with regularly scheduled work hours. Unused sick leave can be rolled over into the next year and can be accrued up to a maximum of nine (9) sick days, or 72 hours.

Accrued sick leave for part-time and temporary employees, as well as substitute teachers will not be paid out at time of separation.

An employee's *use* of paid sick and safe time is limited to 24 hours or the equivalent of three workdays (based on the employee's work schedule), whichever is greater, per year of employment.

Employees will not accrue paid sick and safe time during unpaid leaves of absence.

Employees are not required to find an employee to cover their work when they take paid sick and safe time.

Reasons Sick and Safe Time May be Used

Employees may use paid sick and safe time for themselves and their family members:

- For diagnosis, care or treatment of an existing medical condition; and
- For preventive care.

Employees may also use paid sick and safe time if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to:

- Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim or his or her child;
- Seek medical attention for injuries caused by domestic violence, sexual assault or stalking;
- Obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault or stalking;
- Obtain psychological counseling related to an experience of domestic violence, sexual assault or stalking; or
- Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault or stalking, including temporary or permanent relocation.

For purposes of this policy, "family members" include a:

- Spouse;
- Biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands *in loco parentis*;
- Biological, adoptive or foster parent, stepparent, a legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood *in loco parentis* when the employee was a minor child;
- Sibling;
- Grandparent or grandchild; and
- Registered domestic partner (as defined by state or local law), as well as the child or parent of a registered domestic partner.

The definition of "child" applies irrespective of a child's age or dependency status.

Requesting Paid Sick and Safe Time

When the need for paid sick and safe time use is foreseeable, employees must provide reasonable advance oral or written notice to their supervisor for any absence from work. If the need for paid sick and safe time is unforeseeable, employees must provide notice to their supervisor of the need

to use the time as soon as practicable. In all circumstances, employees must specify that the requested time off is for sick or safe time reasons (as opposed to, for example, vacation/PTO), so that the absence may be designated accordingly. Failure to obtain approval as soon as possible after determining the need to take such time may result in discipline.

Separation From Employment

Compensation for accrued and unused sick and safe time is not provided upon separation from employment for any reason. If an employee is rehired by the Company within 12 months of separation from employment, previously accrued but unused sick and safe time will immediately be reinstated (up to the maximum of 48 hours or the equivalent of six days per the employee's previous work schedule). Rehired employees will be allowed immediate use of this time and to accrue additional paid sick days upon rehiring, consistent with the use and accrual limitations of this policy.

Family and Medical Leave (FMLA/CFRA)

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws have different names, the Company refers to the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), collectively referred to as "FMLA Leave." In any case, employees will be eligible for the most generous benefits available under applicable law.

Employee Eligibility

To be eligible for FMLA Leave, employees must: (1) be employed by the Company for a total of at least 12 months (not necessarily consecutive); (2) have worked at least 1,250 hours during the previous 12 months immediately prior to the start of the leave; and (3) (federal FMLA only) have worked at a location where at least 50 employees are employed by the Company within 75 miles of the employee's worksite, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence.

If employees are unsure whether they qualify for FMLA Leave, they should contact Human Resources.

Reasons for Leave

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Federal FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a child without regard to age or dependency status, registered domestic partner, child of a registered domestic partner, grandparent, grandchild, parent-in-law or sibling (CFRA only), incapacity due to pregnancy or

prenatal care as a serious health condition (FMLA only), qualifying exigency leave as defined under the FMLA (FMLA only), qualifying exigency leave as defined under the CFRA (CFRA only) and military caregiver leave (FMLA only). Additionally, CFRA coverage for an employee's own serious health condition that also constitutes a disability under California's Fair Employment and Housing Act (FEHA) is separate and distinct from FEHA protections.

If the employee cannot return to work at the expiration of the CFRA leave, the Company will work with the employee to determine whether an extension of the leave would be a reasonable accommodation under the FEHA.

FMLA Leave may be used for the following reasons:

- The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, child, parent and, for CFRA leave only: registered domestic partner, child of a registered domestic partner, grandparent, grandchild, parent-in-law or sibling) with a serious health condition (Family Care Leave);
- An employee's inability to work because of a serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the federal FMLA, arising from a spouse's, child's or parent's "covered active duty" as a member of the military reserves, National Guard or Armed Forces or as defined under the CFRA, related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child or parent in the Armed Forces of the United States (Qualifying Exigency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember" (Military Caregiver Leave).

Definitions

- **"Child,"** for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in *loco parentis*; a child of a domestic partner (CFRA-only), and, for federal FMLA only, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA Leave is to commence. "Child," for purposes of Qualifying Exigency Leave and Military Caregiver Leave, means a biological, adopted or foster child; stepchild; legal ward; or a child for whom the person stood in *loco parentis*, and who is of any age.
- **"Parent,"** for purposes of this policy, means a biological, adoptive, step or foster parent, legal guardian, or any other individual who stood in *loco parentis* to the employee when the employee was a child. This term includes a parent-in-law for CFRA leave only. For Qualifying Exigency Leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.
- **"Covered Active Duty"** means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign

country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

- **"Covered Servicemember"** means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, 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 incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties; or (2) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was discharged or released under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.
- **"Spouse"** means a husband or wife. Husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state. For purposes of CFRA leave, a spouse includes a registered domestic partner or a same-sex partner in marriage.
- **"Sibling"** means, for purposes of CFRA leave, a person related to another person by blood, adoption or affinity through a common legal or biological parent.
- **"Key employee"** means a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite at the time of the federal FMLA leave request.
- **"Serious health condition"** means an illness, injury, impairment or physical or mental condition that involves either:
 - Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
 - Continuing treatment (including, but not limited to, substance abuse treatment) by a health care provider that includes one or more of the following:
 - A period of incapacity (that is, inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.

- Any period of incapacity due to pregnancy or prenatal care (under the FMLA, but not the CFRA).
 - Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity.
 - A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke and the terminal stages of a disease.
 - Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- **"Serious injury or illness"** in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render them medically unfit to perform the duties of their office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.
 - **"Qualifying exigency"** for the FMLA is defined by the Department of Labor and for the CFRA is defined by the California Unemployment Insurance Code and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

Length of Leave

If the reason for leave is common to both the FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period. If the reason for leave is not common to both the FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law.

The applicable "12-month period" utilized by the Company is the the 12-month period measured forward from the date of the employee's first FMLA Leave. Under this method, the 12-month period is measured from the date the employee first uses any FMLA Leave.]

The maximum amount of federal FMLA leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A

"single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the Company and are eligible for leave under this policy, under the federal FMLA, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent. The spouses will also be limited under the FMLA to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave.

When CFRA leave is for the birth or placement of a child and both parents work for the Company, they will each be allowed up to 12 weeks of CFRA leave within 12 months of the child's birth or placement.

To the extent required by law, leave beyond an employee's FMLA Leave entitlement may continue or be granted when the leave is necessitated by an employee's work-related injury or illness, a pregnancy-related disability or a "disability" as defined under the Americans with Disabilities Act (ADA) and/or applicable state or local law. Certain restrictions on these benefits may apply.

Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time or reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently or on a reduced schedule whenever it is medically necessary to care for the employee's child, parent or spouse with a serious health condition or because the employee has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition.

Intermittent or reduced schedule leave may also be taken for absences where the employee or an employee's family member is incapacitated or unable to perform the essential functions of the job because of a chronic serious health condition, even if the person does not receive treatment by a health care provider. Leave due to military exigencies may also be taken on an intermittent basis.

Leave taken intermittently may be taken in increments of no less than one hour. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Please contact Human Resources prior to scheduling medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is

therefore, forced to be absent for the entire shift, the entire period will be counted against the employee's CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time to be charged to the employees' CFRA entitlement.

CFRA leave for Bonding Leave does not have to be taken in one continuous period of time, but the minimum duration is two weeks. However, the Company will grant a request for CFRA leave lasting less than two weeks' twice during the 12 week period. Additional requests for Bonding Leave lasting less than two weeks may be directed to Human Resources and will be considered on a case-by-case basis depending on the needs of the Company. If the request is granted, the Company may require the employee to transfer temporarily to an available alternative position. Bonding Leave must be concluded within one year of the birth or placement of the child.

If employees have been approved for intermittent leave and they request leave time that is unforeseeable, they must specifically reference either the qualifying reason for leave or the need for FMLA Leave at the time they call off.

Notice and Certification

Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days' advance notice or such notice as is both possible and practical if the leave must begin in fewer than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health Care Provider form);
- Periodic recertification (as allowed by law); and
- Periodic reports during the leave.

In addition to other notice provisions, employees requesting leave for CFRA-qualifying reasons must respond to any questions designed to determine whether an absence is potentially qualifying for leave under this policy. Failure to respond to permissible inquiries regarding the leave request may result in the denial of CFRA protections. Similarly, an employee or the employee's spokesperson may be required to provide additional information needed to determine whether a requested leave qualifies for federal FMLA protections. An employee's failure to adequately explain the reason for the leave may result in the denial of FMLA protections.

Certification forms are available from Human Resources. At the Company's expense, we may require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of an employee's family member for federal FMLA purposes and, for CFRA purposes, the employee's own serious health condition. In limited cases, we may require a second or third opinion regarding the injury or illness of a Covered Servicemember. Employees are expected to cooperate with the Company in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact Human Resources prior to scheduling planned medical treatment.

If an employee does not provide the certification as requested, the FMLA Leave will not be protected.

Recertification After Grant of Leave

In addition to the requirements listed above, if an employee's federal FMLA leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for federal FMLA leave. For example, the Company may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee encounters complications); or (3) the Company receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company will be at the employee's expense.

In addition to the requirement listed above, a recertification under the CFRA may only be requested at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

If an employee does not produce the recertification as requested, the leave will not be CFRA protected.

Qualifying Exigency Leave Requirements

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered servicemember's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the servicemember's leave; and

- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Failure to Provide Notice or Certification and to Return From Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the leave's expiration and has not obtained an extension of the leave, the Company may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

Compensation During Leave

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs. Employees may also choose to use accrued vacation, PTO and sick leave, to the extent permitted by law and the Company's policy. If employees elect to have wage-replacement benefits and accrued paid leave integrated, the integration will be arranged such that employees will receive no greater compensation than their regular compensation during this period.

OPTIONAL: The Company may require employees to use accrued vacation or PTO to cover some or all of a federal FMLA leave. However, the Company will only require employees to use accrued vacation, PTO or other accrued time off for CFRA leave if it is otherwise unpaid. The CFRA leave is not unpaid if the employee is receiving state disability insurance, short or long term disability payments pursuant to an employer provided plan, or is receiving Paid Family Leave through the state. The use of paid benefits will not extend the length of FMLA Leave.

Benefits During Leave

The Company will continue making contributions to employees' group health benefits during their leave on the same terms as if the employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking leave for a reason that is common to both the FMLA and CFRA and, therefore, running concurrently will generally be provided with group health benefits for a 12-workweek period. When employees take leave for a reason that is not common to both the FMLA and CFRA and, therefore, the leave is not running concurrently, the Company will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period during each applicable leave. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Company may recover premiums it paid on an employee's behalf to maintain health coverage if the employee fails to return to work following FMLA Leave for reasons permitted by applicable law.

An employee's length of service will remain intact, but benefits such as vacation, PTO and sick leave may not accrue while on an unpaid FMLA Leave.

Job Reinstatement

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. If an employee becomes unqualified during their CFRA leave as a result of not attending a necessary course, or renewing a license, the employee will be given a reasonable opportunity to fulfill those conditions upon returning to work. Further, the Company may grant an employee's request to work a different shift, in a different or better position, or in a different location, that is better suited to the employee's personal needs upon returning from CFRA leave. The Company will also consider a reasonable accommodation under the FEHA if the employee is returning from CFRA leave for their own serious health condition. However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or the employee's position would have been eliminated even if the employee had not gone on leave, then the employee will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee is able to resume work. For an employee on intermittent or a reduced scheduled FMLA Leave, such a release may be required up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took the intermittent or reduced schedule leave.]

For federal FMLA purposes only, key employees may be subject to reinstatement limitations in some circumstances. If employees are considered "key employees," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence, or when leave begins, if earlier.

Confidentiality

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

Fraudulent Use of FMLA Leave Prohibited

An employee who fraudulently obtains FMLA Leave from the Company is not protected by the FMLA's or the CFRA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against an employee due to such fraud.

Nondiscrimination

The Company takes its FMLA Leave obligations very seriously and will not interfere with, restrain or deny the exercise of any rights provided by the FMLA or the CFRA. We will not terminate or discriminate against any individual for opposing any practice or because of

involvement in any proceeding related to the FMLA or CFRA. If an employee believes that the employee's FMLA or CFRA rights have been violated in any way, the employee should immediately report the matter to Human Resources.

Additional Documentation

The Company's "Employee Rights and Responsibilities" notice provides additional details regarding employees' rights and responsibilities under the federal FMLA. Employees may obtain a copy of the "Employee Rights and Responsibilities" notice from Human Resources.

Employees should contact Human Resources as to any FMLA or CFRA questions they may have.

Pregnancy Disability Leave

Employees who are disabled due to pregnancy, childbirth, or related medical conditions, may be entitled to take unpaid leave for a pregnancy-related disability in accordance with California law. The Company requires medical certification for employees requiring pregnancy disability leave. This leave is unpaid but, employees may choose to use any accrued vacation or PTO time.

School or Child Care Activities Leave

In accordance with state law, the Company will allow an employee to take up to 40 hours of time off in a 12-month period to participate in school activities for the employee's child, as is defined by state law.

School Discipline Leave

Employees who are the parent, grandparent or guardian of a pupil are permitted to appear at the school when the school has given notice. Employees will not be compensated for the time. Employees are required to give reasonable notice to their immediate supervisor.

Bereavement Leave

Up to three (3) days of paid bereavement leave may be approved for full-time employees to grieve the loss of an immediate family member (grandparent, parent, sibling, spouse, or child). Such leave will not be automatic but rather will depend upon the circumstances of each individual situation. This time may also be allowed for the handling of death-related personal affairs.

Full-time employees may also be granted one full day of paid bereavement leave to attend the funeral of a relation not in the immediate family.

With prior approval from the Executive Director, bereavement time off may also be extended under special circumstances. In addition, accrued and unused sick leave may be used to extend a bereavement leave.

Bone Marrow Donor Leave

Eligible employees who undergo a medically necessary procedure to donate bone marrow to another person will be provided with five workdays off in any one-year period, without a loss in pay. For purposes of this policy, a "one-year period" is 12 consecutive months from the date the employee begins his or her leave. Employees may take leave in one or more periods, as long as the leave does not exceed five days in any one-year period.

Employees are eligible for leave if they have worked for the Company for at least 90 continuous days prior to the start of their leave.

Employees who seek leave under this policy must provide verification from a physician detailing the purpose and length of leave, including the medical necessity for the donation.

Employees may use available accrued sick, vacation or PTO concurrently with this time off. Any remaining days of leave will be paid by the Company, up to five workdays. Use of this leave will not be counted against any available leave under the California Family Rights Act (CFRA), if applicable. Leave under this policy is also not considered a break in service for purposes of, salary adjustments, sick leave, vacation, PTO, annual leave or seniority.

While on bone marrow donor leave, the Company will maintain all group health insurance benefits as if the employee was still at work. In most circumstances, upon return from this leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she did not take a leave. For example, if an employee on bone marrow donor leave would have been laid off had he or she not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

The Company will not retaliate or tolerate retaliation against any employee for requesting or taking bone marrow donor leave in accordance with this policy.

Organ Donor Leave

You will be eligible for up to 30 business days paid leave in any one-year period for organ donation and up to five (5) days paid leave for bone marrow donation. To qualify, you may be required to

provide the Company with written verification of your status as an organ or bone marrow donor and the medical necessity for the donation.

The Company may require you to use up to five (5) days of accrued vacation or PTO time for Bone Marrow Donation Leave and up to two (2) weeks of such time for Organ Donation Leave. If an employee does not have enough earned vacation or PTO to cover the leave, the remaining days of leave will be with pay.

For Organ Donation Leave, an employee may be eligible for an additional 30 days of unpaid leave in addition to the leave described above.

Military Leave

The Company will follow any and all applicable federal and state laws concerning military leave. Generally, an employee returning from military leave is guaranteed reemployment and other rights as long as he or she complies with certain notification requirements, as required by federal or state law.

When an employee must return to work after the completion of service depends on the duration of the military service.

Service members and their families will receive health benefits in accordance with federal and state law. Health care coverage may be available under USERRA or COBRA.

California Military Leave

Employees who are members of the National Guard or United States Reserve will be granted a temporary leave of absence without pay while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises and special exercises or like activities. This leave is not to exceed 17 calendar days annually, including time involved in going to and returning from such duty. Collateral benefits will not be restricted or terminated because of an employee's temporary incapacity as a result of the employee's duty in the National Guard, Naval Militia, State Military Reserve or federal reserve components of the United States Armed Forces, if the period of incapacity is 52 weeks or less.

California Spouse Military Leave

The Company provides up to 10 days of job-protected, unpaid leave to employees who are spouses or registered domestic partners of military personnel who are home on leave during a period of military deployment.

Eligibility

An eligible employee works at least an average of 20 hours per week and is the spouse or registered domestic partner of a member of the armed forces of the United States, National Guard or Reserves who has been deployed during a period of military conflict.

Procedures

To request leave under this policy, an employee should:

1. Provide notice to [human resources/other job title] within two business days of receiving official notice that the employee's spouse or registered domestic partner will be on leave from deployment.
2. Submit appropriate written documentation to [human resources/other job title] certifying that the employee's spouse or registered domestic partner will be on leave from deployment during the time the leave is requested.

Employees requesting leave under this policy may choose to use accrued paid leave (such as vacation or paid time off) concurrently with some or all of the leave under this policy. To receive paid leave, eligible employees must comply with the company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice).

For more information regarding this policy, employees should contact human resources.

Emergency Responder Leave

The Company will not terminate or discipline any employee who is a volunteer firefighter, reserve peace officer or emergency rescue personnel because the employee takes time off to perform emergency duty. In the event you need to take time off for this type of emergency duty, please alert your supervisor or Human Resources before leaving the company's premises.

A "volunteer firefighter" includes any person registered as a volunteer member of a regularly organized fire department of a city, county, city and county or district having official recognition of the government of the city, county or district in which the department is located; or a regularly organized fire department of an unincorporated town.

"Emergency rescue personnel" includes any volunteer or paid officers, employees, or members of a fire department or fire protection or firefighting agency who perform first aid and medical services, rescue procedures and transportation or other related activities necessary to insure the health or safety of a person in immediate danger. Such personnel include those who work for the: (1) federal or state government; (2) city, county, city *and* county, district or other public or municipal corporation or political subdivision of this state; (3) sheriff's department, police department or private fire department; or (4) disaster medical response entity sponsored or requested by the state.

All time off taken under this policy is unpaid, except that exempt employees will be paid when required under applicable law.

Civil Air Patrol Leave

Members of the Civil Air Patrol who have been employed at least 90 days are eligible for an unpaid leave of absence of a maximum of ten days per calendar year for the purpose of responding to an emergency operational mission of the California Wing of the Civil Air Patrol.

Jury and Witness Duty Leave

Employees are permitted to take an unpaid leave of absence for jury duty, as is required by state law. Employees are expected to notify a supervisor or manager of the need for time off for jury duty as soon as a notice or summons from the court is received. Written verification from the court clerk of having served is required. If work time remains after any day of jury selection or jury duty, you may be expected to return to work for the remainder of your work schedule. Employees may retain any mileage allowance, or related fees, paid by the court for jury or witness service. Employees who receive a subpoena to be a witness at a hearing or trial will be granted unpaid leave. The notice and verification requirements listed above for jury duty also apply to witness leave.

Crime Victim Leave

The Company provides crime victims leave in accordance with state law. You may take unpaid time off from work if you, an immediate family member (spouse, registered domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather) needs to seek medical attention for injuries caused by crime or abuse, to obtain services from prescribed entities as a result of crime or abuse, to obtain psychological counseling or mental health services related to an experience of crime or abuse, or to participate in safety planning and to take other actions to increase safety from future crimes or abuse. This leave is also available for a person whose immediate family member is deceased as the direct result of a crime.

You may use vacation, PTO, or other accrued time off, if available. Please contact Human Resources for more information regarding leave for proceedings involving crime victims' rights.

Leave to Attend Judicial Proceedings Related to Certain Felonies

Golden Charter Academy prohibits discrimination against an employee who wishes to take time off from work to attend judicial proceedings related to certain violent, serious or theft/embezzlement related felonies committed against the employee, the employee's immediate family member, the employee's registered domestic partner or a child of the employee's registered domestic partner.

"Immediate family member" is defined as an employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

Before an employee may be absent from work to attend a judicial proceeding, the employee must give the employer a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide within reasonable time documentation evidencing the judicial proceeding from (1) the court or government agency setting the hearing; (2) the district attorney or prosecuting attorney's office; or (3) the victim/witness office that is advocating on behalf of the victim.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation/PTO time or sick leave, in order to receive compensation during the time taken off from work.

Leave to Attend Court Proceedings for Serious Crimes

Golden Charter Academy prohibits discrimination against an employee who is a victim of certain serious criminal offenses and wishes to take time off to appear in court to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, or post-conviction release decision or any proceeding in which a right of the victim is at issue.

A "victim" means any employee who suffers direct or threatened physical, psychological or financial harm as a result of the commission or attempted commission of a serious criminal offense. The term "victim" also includes the employee's spouse, registered domestic partner, parent, child, sibling or guardian.

Before employees may take time off under this policy, they must provide the Company with reasonable advance notice of their intention to take time off, unless the advance notice is not feasible. If an employee must take an unscheduled absence due to victimization from a serious criminal offense, the employee must provide the Company with a certification within a reasonable time. The types of certification to account for an unscheduled absence include: a police report indicating the employee was a victim of one of the specified serious criminal offenses; a court order protecting or separating the employee from the perpetrator of one or more of the specified offenses, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or documentation from a medical professional, domestic violence counselor or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries resulting in victimization from one of the specific serious criminal offenses.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time, PTO, or sick leave, in order to receive compensation during the time taken off from work.

Personal Days

Only full-time, instructional employees will accrue personal days at the rate of 2 days per school year or 0.09 days/0.73 hours per semi-monthly pay period which could be used at their discretion. Full-time, instructional employees who work less than 40 hours per week, will accrue personal days on a pro-rated basis.

The full-time, instructional employee has to inform their immediate supervisor for his/her intention to use the personal day(s) 2 weeks in advance by using the Time-Off Request Form.

Personal days may not be carried over to the following school year and prior approval is needed in order to use a personal day to extend a calendared school break or holiday.

Upon termination of employment the eligible employees listed above will be paid for all accrued, but unused personal days at their current rate of daily pay. They are not entitled to pay in lieu of taking their personal day except upon termination of employment.

Time Off to Vote

The Company will provide employees with time off to vote in accordance with state law. When possible, the employee should make every effort to vote prior to or after their scheduled working hours.

No employee will be penalized or retaliated against for requesting time off to vote.

Leaving the Company

Separation from Employment

Employees of **Golden Charter Academy** are employed on an at-will basis. This means that employment may be terminated by either party at any time, with or without cause or notice. Nothing in this policy is intended to limit or alter the at-will nature of employment.

Employees may leave the Company for a variety of reasons. Regardless of the reason, we strive to ensure that all separations from employment are handled fairly, efficiently and in compliance with applicable federal and state laws.

Pay Upon Termination

Final wages will be paid in accordance with California law.

Return of Company Property

Employees are required to return all company property (e.g., computers, vehicles, passwords, uniforms, ID badges, credit cards) that is in their possession or control in the event of termination of employment, resignation, retirement or layoff or immediately upon request. When allowed by law, and in accordance with applicable law, the Company may withhold from the employee's paycheck the cost of any items that are not returned when required. No information belonging to the Company may be copied for the employee's use. We may also take all action deemed appropriate to recover or protect company property.

Acknowledgements

Acknowledgement and Receipt

I acknowledge that I have received and read a copy of the **Golden Charter Academy** Employee Handbook. I understand that the Employee Handbook sets forth the terms and conditions of my employment with the Company as well as the duties, responsibilities and obligations of

employment with the Company. I understand **Golden Charter Academy** has provided me various alternative channels including anonymous and confidential channels to raise concerns of violations of this handbook and company policies and encourages me to do so promptly so that **Golden Charter Academy** may effectively address such situations. I also understand that nothing herein interferes with any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations.

I agree to abide by and be bound by the rules, policies and standards set forth in the Employee Handbook.

I acknowledge that, except where required otherwise by applicable state law, my employment with **Golden Charter Academy** is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or the Company. **I further acknowledge that only the President/Owner or his or her authorized representative has the authority to enter into an agreement that alters the at-will relationship. Any such agreement must be in writing and signed by the President/Owner or his or her authorized representative.**

I further acknowledge that the Company reserves the right to revise, delete and add to the provisions of the Employee Handbook, but that all such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of the Employee Handbook. Furthermore, the Company's policy of at-will employment may only be changed as stated in the prior paragraph.

I also understand and acknowledge that nothing about the policies and procedures set forth in this Employee Handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act.

I have read and understand the above statements.

Employee Signature

Date

Print Name