



Graduation Achievement

CHARTER HIGH SCHOOL

Human Resources Policies

Amended
June, 2016

FAMILY MEDICAL LEAVE ACT POLICY

The Board of Graduation Achievement Charter High School (GACHS) adopts the following policy, effective on the date of adoption by the Board.

This policy will summarize the provisions of the Family and Medical Leave Act ("FMLA") and is limited to any rights or benefits contained in the FMLA.

SECTION 1. Eligible Employees

SECTION 1.1. Employees of the school/Board/management organization employed by the Board who have been employed for at least twelve (12) months and who have worked at least 1250 hours during the 12 month period immediately prior to requesting leave and are employed at a worksite where 50 or more employees are located within 75 miles of the worksite are eligible to take twelve (12) weeks of unpaid leave under FMLA.

SECTION 1.2. An employee may request leave for one or more of the following reasons:

1. Birth of a child and to care for the newborn child;
2. Adoption or foster placement of a child with the employee;
3. To care for the employee's spouse, son, daughter or parent, if that person has a serious health condition;
4. Serious health condition of employee that prevents the employee from performing the job functions;
5. Because of a qualifying exigency (hereinafter defined) arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of a contingency operation;
6. To care for a covered service member (hereinafter defined) with a serious injury or illness when the employee is the spouse, son, daughter, parent or next of kin.

SECTION 2. Definitions

"Covered Servicemember" means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. A member of the Armed Forces would have a serious injury or illness if he or she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the servicemember medically unfit to perform duties of the member's office, grade rank or rating.

"Instructional employee or other key position" means an employee whose principal function is to instruct or directly support instruction of students in a class, a small group or an individual setting or provide an essential function such as administration which would provide a disruption in the normal operations of the school.

"Parent" means a biological parent or one who acted in place of a parent when the employee was a

child. The term "parent" does not include parent "in-law."

"Qualifying exigency" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

"*Serious health condition*" means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider and has been duly documented by a health care provider.

"*Son or daughter*" means a biological, adopted or foster child, a step-child, a legal ward or a child for whom the employee acts as a parent. The son or daughter must be under age 18 or, if the son or daughter is age 18 or older, he/she must be incapable of self-care on a daily basis due to a documented mental or physical disability.

"*Spouse*" means a husband or wife.

SECTION 3. Amount and Type of Leave Taken

SECTION 3.1. Except as provided below, an employee may take a total of twelve (12) weeks during any twelve-month period. The twelve-month period shall be measured backward from the date the employee begins using any FMLA leave. In the event of the birth, adoption or foster placement of a son or daughter, all leave must be completed within twelve (12) months after the birth, adoption or foster placement.

SECTION 3.2. If both spouses work for the Board and both are eligible for FMLA leave, they are authorized to take only a combined total of twelve (12) weeks during any one twelve-month period to care for a newborn or adopted child, a child placed with the employee for foster care, or a parent with a serious health condition for twelve (12) weeks.

SECTION 3.3. Employees seeking to take Family and Medical Leave to care for a newborn or adopted child, a child placed with the employee for foster care, a parent, spouse or child with a serious health condition, or because of their own serious health condition, must first exhaust any personal leave, paid vacation, applicable accumulated sick leave, and any other applicable paid leave for their Family and Medical Leave.

SECTION 3.4. Intermittent or Reduced Leave

An employee may only take leave on an intermittent or reduced leave schedule when medically necessary. The Board will require a certification, in the form described in Section 3.7 below, to document the medical necessity of such intermittent leave.

SECTION 3.5. Notification of Leave

If the need for FMLA leave is foreseeable, an employee requesting leave must provide at least 30 days advance notice to the (Superintendent and Chief Operating Officer or other job title). If such advance notice is not possible, the employee must give said notice as soon as practicable, ordinarily within one to two working days of learning of the need for leave. When planning medical treatment, the employee should make a reasonable effort to schedule the treatment so that any corresponding leave will not unduly disrupt the operations of the school or classroom instruction.

SECTION 3.6. Benefits and Return to Work

Employees taking FMLA leave will continue to accrue all benefits for which they are eligible that are provided by the school while on FMLA leave. The Board will pay the employer's portion, if any, of such benefits. The employee will pay the same portion, if any, of such benefits as the employee paid before beginning the leave. The employee will be billed for the employee portion of the benefits and shall timely pay required premiums in order to maintain active benefits coverage.

The Board may recover any health care benefit premiums paid on behalf of an employee if the employee does not return to work after the leave period has expired.

With the exception of paid vacation, personal, medical or sick leave required to be exhausted prior to taking unpaid leave under Section 3.3 above, the employee's absence during leave will not alter benefits which the employee accrued before taking leave.

Upon return from leave, the employee is entitled to be reinstated to a position equivalent to the one the employee held when he/she left on FMLA leave, with equivalent pay, benefits and other terms and conditions of employment. Upon proper notice, however, the Board may deny reinstatement under this policy to an employee whose salary is within the highest 10% of the employees employed by the school ("key employee") if such denial is necessary to prevent substantial and grievous economic injury to the school's operation, as determined by the Board. Employees will be notified if they are considered a key employee, if there is an intention to deny reinstatement, and of their rights in such instances.

SECTION 3.7. Required Certification and Reporting

The Board requires that a request for leave due to a serious health condition be supported by a certification issued by the appropriate health care provider of the eligible employee or of the son, daughter, spouse or parent of the employee on a form to be provided by Edison Learning's Human Resources department.

This certification must include:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. If the purpose of the leave is to care for a son, daughter, spouse or parent ("family member"), a statement that the employee is needed to care for the family member and the estimated amount of time needed for such care;
4. If the leave is due to the employee's own serious health condition, a statement that the employee is unable to perform his or her job functions. The employer may require that the eligible employee obtain subsequent recertification on a reasonable basis as requested by the Board.

The Board, at its own expense, may obtain the opinion of a second health care provider of the Board's choice, if it should choose to do so. If a conflict exists between the opinion in the certification and the second opinion, the Board may, at its own expense, obtain a third opinion from a health care provider upon which the Board and the employee jointly agree. Such a third opinion as to the necessity for the leave is binding on both the Board and the employee.

Upon an employee's return after leave for his/her own serious health condition, the Board may require the employee to obtain certification from a health care provider that the employee is able to resume work.

The Board may require an employee on FMLA leave to report periodically to the Superintendent and Chief Operating Officer on the employee's status and intent to return to work.

SECTION 3.8. Special Provisions

When an instructional employee or other key position essential to the function of the school seeks intermittent leave or leave on a reduced schedule in connection with a family or personal illness that would constitute at least 20% of the total number working days in the period during which the leave would extend, the Board may require the employee to elect to take leave in a block (not intermittently) for the entire period or to transfer to an available alternative position within the school that is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent situation.

If the employee begins leave more than five weeks before the end of a semester, the Board may require the employee to continue taking leave until the end of the semester if:

- a. The leave will last at least three weeks; and
- b. The employee would return to work during the three-week period before the end of the term.

Exhibit 1

FMLA DESCRIPTION OF SERIOUS HEALTH CONDITION¹

A “Serious Health Condition” means an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. Hospital Care

Inpatient care (i.e., overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment ² in connection with or consequent to such inpatient care.

2. Absence Plus Treatment

A period of incapacity of more than three full consecutive days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:

- a) Treatment two or more times (within 30 days of the first day of incapacity, unless extenuating circumstances exist) by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
- b) Treatment by a health care provider on at least one occasion which results in a regiment of continuing treatment³ under the supervision of a health care provider.

The requirement for treatment by a healthcare provider means an in-person visit to a healthcare provider. The first (or only) in-person treatment visit must take place within seven days of the first day of incapacity.

3. Pregnancy

Any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatments

A chronic condition which:

- a) Requires periodic visits (at least twice a year) for treatment by a healthcare provider, or by a nurse or physician’s assistant under direct supervision of a healthcare provider;
- b) Continues over an extended period of time (including recurring episodes of a

¹ Here and elsewhere on this form, the information sought relates only to the condition for which the employee is taking FMLA leave.

² Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

³ A regiment of continuing treatment includes, for example, a course of prescription medication (e.g., antibiotic) or therapy requiring special equipment to restore or alleviate the health condition. A regiment of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

- single underlying condition); and
- c) May cause episodic rather than continuing period of incapacity⁴ (e.g., asthma, diabetes, epilepsy).

5. Permanent/Long-term Conditions Requiring Supervision

A period of incapacity⁴ which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions)

Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a healthcare provider, either from restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity⁴ of more than three full consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.) severe arthritis (physical therapy), or kidney disease (dialysis).

⁴ "Incapacity," for purposes of FMLA, is defined to mean inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

Exhibit 2
FMLA DESCRIPTION OF QUALIFYING EXIGENCY

Eligible employees may take FMLA leave while the employee's spouse, son, daughter, or parent (i.e., the covered military member") is on active duty or call to active duty status as defined in 29 C.F.R.825.126.(b)(2) for one or more of the following qualifying exigencies:

- 1. Short-Notice Deployment**
Any issue that arises from the fact that a covered military member is notified of an impending call or order to active duty in support of a contingency operation seven or less calendar days prior to the date of deployment.
- 2. Military Events and Related Activities**
Leave to attend any official ceremony, program or event sponsored by the military that is related to active duty or call to active duty status of a covered military member; or leave to attend family support or assistance programs and informal briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member.
- 3. Childcare and School Activities**
When necessary due to circumstances arising from the active duty or call to active duty status of a covered military member – leave to arrange for alternative childcare; to enroll in or transfer the military service member's child to a new school or daycare; or to attend meetings with staff at a school or daycare facility concerning the covered member's child.
- 4. Financial and Legal Arrangements**
To make or update financial or legal arrangements to address the covered military member's absence, such as preparing and executing powers of attorney, transferring bank account signature authority, or preparing a living will or trust.
- 5. Counseling**
To attend counseling provided by someone other than a health care provider for oneself, for the covered military member. Or for the child of the covered military service member provided that the need for counseling arises from the active duty or call to active duty status of a covered military member.
- 6. Rest and Recuperation**
To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment.
- 7. Post-Deployment Activities**
To attend any official ceremony or program sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status (i.e., arrival ceremonies or reintegration events); or to address issues that arise from the death of a covered military member while on active duty status.
- 8. Additional Activities**
Other events that arise out of the covered military member's active duty or call to active duty status provided the employer and employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of such leave.

EQUAL EMPLOYMENT POLICY

The Graduation Achievement Charter High School Governing Board shall ensure equal employment opportunity through policies that are non-discriminatory on the basis of race, color, sex, religion, national origin, marital status, sexual orientation, age, disability, or any other factor prohibited by law. This nondiscrimination policy extends to all terms, conditions and privileges of employment as well as the use of all school facilities, participation in all school-sponsored activities and employment actions such as promotions, compensation, benefits and termination of employment. The (charter school's) employment decisions will be based upon merit, qualifications and abilities.

SECTION 1. Equal Opportunity Employment

SECTION 1.1. Non-Discrimination Against/Accommodation of Qualified Individuals with Disabilities

The Graduation Achievement Charter High School Board shall comply with the Americans with Disabilities Act (ADA) and applicable state and local laws providing for non-discrimination in employment against qualified individuals with disabilities. The Graduation Achievement Charter High School Board shall also provide reasonable accommodations for qualified individuals in accordance with these laws. The Board shall ensure that that qualified individuals with disabilities are treated in a non-discriminatory manner in the pre-employment process and during active employment with Graduation Achievement Charter High School.

Qualified applicants or Graduation Achievement Charter High School employees with disabilities should make formal requests in writing for accommodations.

POLICY ON DRUG, ALCOHOL, AND TOBACCO USE AND POSSESSION POLICY

The Board of Graduation Achievement Charter High School is committed to providing a safe and drug-free environment for all staff and students.

SECTION 1. Drug-Free Workplace

SECTION 1.1. Employees shall be prohibited from the possession, use, sale, distribution, or possession of alcohol, tobacco, or any controlled substance, marijuana, or other dangerous or unlawful drugs on school property, at off-site school functions, or when acting in any capacity as a school employee.

SECTION 1.2. Any employee convicted for the first time, under the laws of the state of Georgia, the United States, or any other state, of a criminal offense involving the manufacture, distribution, sale, or possession of a controlled substance, marijuana or a dangerous drug, or for offenses related to operation of a vehicle under the influence of alcohol, shall be subject to disciplinary action of at a minimum, suspension for not less than (2 weeks or other time period) and possibly up to and including termination. Employees may be required to attend, at his or her own expense, a drug abuse program and education program licensed under Chapter 5 of Title 26 of the Office Code of Georgia and approved by the Graduation Achievement Charter High School Board.

SECTION 1.3. Any employee who is convicted for a second or subsequent time under the laws of this state, the United States, or any other state, of any criminal offense involving the manufacture, distribution, sale or possession of a controlled substance, marijuana, or a dangerous drug shall be immediately terminated from his or her employment and shall be ineligible for employment for a period of (five years) from the most recent date of conviction.

SECTION 1.3.1. For purposes of this policy, "conviction" refers to any final conviction in a court of competent jurisdiction, specifically including acceptance of a plea of guilty, nolo contendere, or any plea entered under the First Offenders Act of Georgia or any comparable state or federal legislation.

SECTION 1.4. Each employee must abide by the terms of this policy and must notify the Board within (five days) after any arrest on any drug-related criminal charge and further notify the Board within (five days) of any conviction of a drug-related or DUI or related offense.

SECTION 2. Conditions of Employment

SECTION 2.1. A copy of this policy shall be disseminated to all employees either directly or through an electronically accessible handbook.

SECTION 2.2. The Board shall not consider for employment any applicant who has been convicted for the first time of any drug offense as described above for a (one year) period from the date of conviction, nor shall the Board consider any applicant for employment who has been convicted for the second time of any drug offense as described above for a (five year) period from the most recent date of conviction.

SECTION 2.3. No certified employee or employee with a contract for a definite term shall be subject to suspension or termination pursuant to this policy except in compliance with the provisions of the Fair Dismissal Act of Georgia, O.C.G.A. 20-2-940 through 947.

SECTION 2.3.1. This policy is not intended and shall not be interpreted as prohibiting the Board or administration from taking appropriate disciplinary action against any employee where evidence exists that an employee uses, distributes or sells illegal drugs even though the employee has not been convicted of any criminal offense or where evidence exists that an employee is under the influence of alcohol while on duty.

SECTION 2.4. Graduation Achievement Charter High School shall provide staff development as required by state or federal law to inform employees of the dangers of drug abuse and other provisions within this policy.

SECTION 2.5. As a condition of employment, each employee must consent to a pre-hire drug test. Each employee understands that the Board, or if provided authority by the Board, the administrator, has the right, upon reasonable suspicion, to demand that employee immediately undergo testing for the presence of illegal or inappropriate drug usage.

HARASSMENT POLICY

SECTION 1. Unlawful Harassment

SECTION 1.1. In accordance with applicable law, the Board of (insert name of charter school) prohibits sexual harassment and harassment because of race, color, national origin, ancestry, religion, creed, physical or mental disability, marital status, age, or any other basis protected by federal, state or local law. Graduation Achievement Charter High School is committed to taking all reasonable steps to prevent harassment from occurring.

SECTION 1.2. Unlawful harassment because of sex, race, color, national origin, ancestry, religion, creed, physical or mental disability, marital status, age or any other protected characteristic includes, but is not limited to:

- Verbal conduct such as epithets, derogatory comments, slurs, or unwanted sexual advances, invitations, or comments.
- Visual conduct such as derogatory posters, photography, cartoons, drawings, or gestures.
- Physical conduct such as unwanted touching, blocking normal movement, or interfering with work directed at you because of your sex or any other protected basis.
- Threats and demands to submit to sexual requests in order to keep your job or avoid some other loss, and offers of job benefits in return for sexual favors.
- Retaliation for opposing, reporting or threatening to report harassment, or for participating in an investigation, proceeding or hearing conducted by an investigating agency.

SECTION 1.3. Prohibited harassment is not necessarily limited to the loss of a job or some other economic benefit. Prohibited harassment that impairs an employee's working ability or emotional well-being at work is considered a violation of this policy and will not be tolerated.

SECTION 2. Reporting

SECTION 2.1. The Graduation Achievement Charter High School reporting procedure provides for an immediate, thorough and objective investigation of any harassment claim, appropriate disciplinary action against one found to have engaged in prohibited harassment, and appropriate remedies to any employee subject to harassment. An employee may have a claim of harassment even if he or she has not lost a job or some economic benefit.

SECTION 2.1.1. If any employee believes he/she has been harassed on the job, or is aware of the harassment of others, the employee should provide a written or verbal report as soon as possible to the most immediate supervisor, unless the immediate supervisor is a part of the grievance, in which case the next most immediate individual in authority. The report should include details of the incident(s), the names of individuals involved, the names of any witnesses, direct quotes when relevant, and any documentary evidence (notes, pictures, cartoons, etc.).

SECTION 2.1.2. All incidents of harassment that are reported will be thoroughly investigated and documented. Graduation Achievement Charter High School will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible consistent with a thorough investigation.

SECTION 2.1.3. If the Board of Graduation Achievement Charter High School determines that harassment has occurred, it will take remedial action commensurate with the circumstances.

Appropriate action will also be taken to deter any future harassment. If a complaint of harassment is substantiated, appropriate disciplinary action, up to and including termination, will be taken.

SECTION 3. Protection Against Retaliation

SECTION 3.1. Under federal law, retaliation against any employee by another employee or by the school for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the school or a federal or state enforcement agency is prohibited.

SECTION 3.1.1. Employees should report any retaliation to the most immediate supervisor, unless the immediate supervisor is a part of the grievance, in which case the next most immediate individual in authority.

SECTION 3.1.2. Any complaint will be immediately objectively and thoroughly investigated in accordance with the investigation procedure outlined above.

SECTION 3.1.3. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

SECTION 4. Liability for Harassment

SECTION 4.1. Any employee, including any supervisor or manager, who is found to have engaged in unlawful harassment is subject to disciplinary action up to and including termination from employment. An employee who engages in harassment may be held personally liable for monetary damages, should a lawsuit be filed.

SECTION 5. Additional Enforcement Information

SECTION 5.1. Employees should be aware that the federal Equal Employment Opportunity Commission (EEOC) serves as a neutral fact finder to investigate and resolve harassment complaints in employment. Employees who believe that they have been harassed may file a complaint directly with the EEOC by contacting the nearest office of the EEOC at (insert contact info).

JUDICIAL, MILITARY DUTY, AND RELIGIOUS LEAVE POLICY

SECTION 1. Purpose of Policy

SECTION 1.1. The purpose of the policy of the Board of Graduation Achievement Charter High School is to outline employee's rights regarding leave for judicial, military, and religious reasons.

SECTION 2. Types of Leave

SECTION 2.1. All Graduation Achievement Charter High School employees shall be allowed a leave of absence without loss of pay and without deduction of any amounts otherwise received as compensation for service as an employee for the purpose of attending jury duty or a judicial proceeding in response to a subpoena or other court order or process arising out of the employee's duties as an employee of the school.

Employees who serve as jurors shall not have the jury leave deducted from sick or personal leave, and no employee utilizing jury leave shall be required to pay the cost of employing a substitute to serve in his/her absence. Employees who qualify for this leave may retain juror compensation.

SECTION 2.2. All Graduation Achievement Charter High School employees will be paid for a maximum period of 18 working days for ordered military duty. Applicable federal and state laws will be followed.

SECTION 2.3. Leave for religious holidays may be granted to benefits eligible employees. Leave for religious holidays may not exceed three days per work year. The leave should be made up by the employee at a time mutually agreed upon by the employee and the Superintendent and Chief Operating Officer.

SECTION 3. Notice

SECTION 3.1. Employees shall provide in writing the Superintendent and Chief Operating Officer with a minimum of (two weeks) notice, or in the case of judicial duty, as soon as practicable. Notification should include the reason for the request for leave, the date(s) if known, and a copy of any supporting documentation such as a jury summons.

EMPLOYMENT STATUS: AT-WILL OR CONTRACTED EMPLOYMENT POLICY

SECTION 1. Employment Status.

SECTION 1.1. Employees of Graduation Achievement Charter High School are considered at-will employees.

SECTION 1.2. Employees shall execute a(n) At-Will Employment Agreement demonstrating understanding of the conditions and expectations of employment at Graduation Achievement Charter High School.

SECTION 1.3. Graduation Achievement Charter High School shall follow all requirements of the Fair Dismissal Act should termination be necessary.

PROFESSIONAL PERSONNEL HIRING AND RECRUITMENT POLICY

SECTION 1. Authority to Hire

SECTION 1.1. The Governing Board shall approve through formal resolution or through an approved budget all positions for employment.

SECTION 2. Recruitment.

SECTION 2.1. All public announcements for positions and vacancies shall assure applicants of nondiscrimination on the basis of race, color, national origin, sex, age, religion, or handicap. Public announcements shall include only the following information: title of the position, full or part time status, salary range, job description, certification requirements, and start date.

SECTION 2.2. All job announcements for all certificated positions shall be published on the school's website and sent to appropriate third parties, including colleges, universities, The Georgia Charter Schools Association, and other agencies or employment organizations.

SECTION 2.3. Public notice shall be provided prior to hiring of a position.

SECTION 2.4. The Superintendent and Chief Operating Officer or Governing Board may elect to hire a qualified internal candidate in lieu of or in addition to publicly posting the position.

SECTION 3. Qualifications

SECTION 3.1. The Graduation Achievement Charter High School shall endeavor to hire the most highly qualified individual to execute the functions of the posted position. The Graduation Achievement Charter High School will give strong consideration to the following qualifications:

1. **(When applicable)** Demonstrated global awareness as evidenced by international travel or study abroad, or ability to read and understand one or more languages, which may include sign language, and/or other relevant experiences;
2. Advanced degrees;
3. High academic achievement;
4. Experience in a charter school setting;
5. Competency in the use of technology that would enhance the instructional program;
6. Demonstrated leadership potential;
7. Demonstrated ability and/or desire to work with students from demographic backgrounds the Graduation Achievement Charter High School serves;
8. Experience with community-based and/or parental involvement activities;
9. Exemplary written and oral communication skills;
10. Demonstrated effective management and instructional practices;
11. Professionalism in demeanor and appearance;
12. National Board Certification;
13. Georgia Professional Certification or eligibility for such; and
14. Willingness to work with athletics and extra-curricular activities.

This profile is not all-inclusive and may change depending on the school's needs at the time of hire. The Board's ultimate goal is to attract and retain highly competent individuals who share the school's mission and who will provide the best educational opportunities possible for our students.

EMPLOYEE TIME SCHEDULE POLICY

SECTION 1. Employee Time Requirements

SECTION 1.1. Full-time employees are expected to work a minimum of 8 hours daily on premises (including lunch) unless otherwise permitted by the school's Superintendent and Chief Operating Officer.

SECTION 1.2. Part-time employees are expected to work on school premises for the minimum numbers for which they are contractually or otherwise hired to work unless otherwise permitted by the school's Superintendent and Chief Operating Officer.

SECTION 2. Office Business Hours

SECTION 2.1. The official business hours of the Graduation Achievement Charter High School are (8:00am to 5:00pm), Monday through Friday, excluding holidays as scheduled on the Governing Board-approved school year calendar.

SECTION 3. Reporting Times

SECTION 3.1. Reporting times for all employees are established by the (Principal or other title) based on job function/school needs. Teachers' scheduled reporting times must be at least 15 minutes prior to the beginning of the instructional day and their departure times no fewer than 15 minutes after the end of the instructional day. Principal must be on duty at least 15 minutes before and after the established hours for teachers in the school, are responsible for the supervision of school activities and operations extending beyond the regular school day and are on call in case of emergencies.

SECTION 4. Tardiness

SECTION 4.1. Punctuality is critical for the safety of students and to meet the school's mission.

SECTION 4.2. For non-exempt employees, tardiness will result in a reduction in pay or leave. For exempt employees, the pay may not be reduced due to tardiness. For exempt employees, absences of one-half or more of the scheduled work hours (3.75 or more hours) shall result in a reduction of leave, and absences for a full work day shall result in a reduction of leave or pay.

SECTION 4.3. For *all* employees, exempt and non-exempt, being punctual is part of the professional duties and responsibilities. Fulfillment of professional duties and responsibilities is a factor in employees' evaluations and continuation of employment. Tardiness and/or early departures may result in disciplinary action for failure to fulfill the professional duties and responsibilities for all employees.

SECTION 5. Breaks

SECTION 5.1. Employees shall be provided with reasonable unscheduled break periods at times not disruptive to the work duties to accommodate personal health and hygiene needs such as restroom breaks or the expression of breast milk by nursing mothers.

SECTION 5.2. Scheduled lunch periods may not be taken at the beginning or end of the work day to allow late arrival or early departure unless expressly permitted by the Superintendent and Chief Operating Officer or immediate supervisor in writing. Abuse of break periods may result in disciplinary action for failure to fulfill the professional duties and responsibilities.

SECTION 6. Professional Planning

SECTION 6.1. Planning is an integral part of teachers' schedules and is not to be considered "free time" for the pursuit of personal interests unrelated to the duties of the position.

SECTION 6.2. Planning time and professional learning time will be scheduled by the Superintendent and Chief Operating Officer or immediate supervisor based on the needs of the school and the needs of the individual teacher.

SECTION 6.3. Scheduled planning time should be balanced among collaborative planning, professional learning and individual planning time. Planning/professional learning time may be used for activities including, but not limited to, the following:

- Meetings with horizontal grade level teams
- Meetings with vertical grade level teams
- Meetings with subject area teams
- Common planning time with other faculty members
- Individual lesson planning
- Individual grading of assignments
- Completion of required paperwork
- Maintaining grade books and other student records
- Maintaining the classroom and school environment, including bulletin boards
- Observing other teachers
- Professional learning
- Communicating with parents/guardians

SECTION 6.4. Abuse of planning/professional learning periods may result in disciplinary action for failure to fulfill the professional duties and responsibilities.

SECTION 7. Attendance Outside of Normal Work Hours

SECTION 7.1. For exempt employees, the Superintendent and Chief Operating Officer or immediate supervisor may require earlier minimum start times or later minimum departure times to ensure the safety of students and/or smooth operations as part of the professional duties and responsibilities.

SECTION 7.2. If, to ensure student safety and smooth district operations, early arrival or late departure is required on a regular basis, the Superintendent and Chief Operating Officer or immediate supervisor should develop a worksite plan that equitably distributes additional duties among staff members.

SECTION 7.3. The Superintendent and Chief Operating Officer may also require attendance at additional community or educational meetings or school functions as part of the duties and responsibilities for exempt employees. Fulfillment of professional duties and responsibilities is a

factor in employees' evaluations.

SECTION 7.4. Teachers are also required to be available for faculty meetings or other professional responsibilities defined by the Superintendent and Chief Operating Officer or immediate supervisor.

SECTION 7.5. Non-exempt employees should not work more than the minimum work hours unless they receive prior approval from the (Principal or other title).

SECTION 7.6. The (Principal or other title) may adjust reporting times on particular days in order to require paraprofessionals to attend afterschool meetings such as staff meetings and PTA meetings.

SECTION 8. Documentation of Time

SECTION 8.1. For the purpose of safety, oversight, and compliance with wage regulations, all employees shall sign in upon arrival and sign out prior to leaving for the day. In the event an employee leaves mid day and returns, the employee should sign out upon leaving and sign back in upon return.

SECTION 8.2. The Employee sign-in shall be placed in a conspicuous location.

APPENDIX I

SAMPLE PROFESSIONAL PERSONNEL COMPENSATION POLICY

SECTION 1. Salary Schedules

SECTION 1.1. The Graduation Achievement Charter High School recognizes that providing adequate compensation to employees is critical to attracting and retaining a highly qualified staff. The Governing Board shall adopt a salary schedule to be utilized for all (certified and/or classified) personnel. The adopted salary schedule shall be the basis for determining compensation of employees.

SECTION 1.2. The Superintendent and Chief Operating Officer is authorized to maintain and administer the compensation plan adopted by the Board and to develop regulations for administering that plan. The compensation plan shall be fair, commensurate with comparable scales in the public education field, internally consistent, and within the resources available to the Graduation Achievement Charter High School.

SECTION 1.3. Certificated employees will be compensated according to their job classification and certificates or licenses.

SECTION 2. Prorated Salaries

SECTION 2.1. Professional personnel who are employed after the beginning of the regular school year, or who are separated from the school prior to the close of the regular school year, or who are absent from duty without pay during any part of the required period of employment shall be entitled to prorated salary. The amount of proration shall be determined by dividing the total actual salary earned during the school year by the total possible earnings during the same period. The quotient, converted to a percentage, shall be applied against the stated monthly salary rate to ascertain the prorated amount of each of the monthly paychecks.

SECTION 3. Salary for Higher Certificates

SECTION 3.1. Salary placement for all teachers shall be from approved current year budget and the compensation plan as adopted by the Governing Board.

SECTION 4. Unused Sick Leave

SECTION 4.1. Any unused sick time can be banked for future use, up to a maximum of seventy days. Employees will not be paid for unused sick time upon separation from employment.

SECTION 5. Certificates and Licenses

SECTION 5.1. Each certificated employee will hold the appropriate certificate or license for his/her assignment as required by the state standards and accreditation and by the requirements set forth in the charter petition. Any employee who fails to obtain or renew the appropriate certificate or license will have employment terminated or will be reduced to substitute pay for a defined period of

PROFESSIONAL PERSONNEL VACATION POLICY

SECTION 1. Vacation Eligibility

SECTION 1.1. The Graduation Achievement Charter High School authorizes annual leave for benefits eligible personnel employed on a twelve-month basis after completing thirty (30) days of employment.

SECTION 2. Earned Leave

SECTION 2.1. Only twelve-month, full-time regular employees earn vacation time at the accrual rate noted below for each pay period following thirty days of continuous employment. The borrowing of unearned vacation time is prohibited.

Hours per Pay period	Days per Year	Maximum Bank
3.077	10 days	10 days (80 Hours)

In an eligible employee's first year of employment, vacation time will only be accrued during the time period actually worked by the employee.

The School's vacation time policy will be applied and interpreted in accordance with applicable state laws.

Employees who work fewer than 12 months per year do not accrue vacation time.

Vacation Accrual

The School encourages eligible employees to take their vacation time during the summer after which it was earned. However, if employees do not use all of their vacation time in the year that it is earned, they may "bank" up to a year's worth of vacation time (except as otherwise provided by state law). Once a year's worth of vacation time has been banked, the employee may not accrue any additional vacation time until some of his or her banked vacation time is used.

Vacation Scheduling

A request to take vacation time should be submitted at least two weeks in advance of the requested time off to allow your supervisor to adequately plan for your absence and to secure appropriate coverage. Such requests for time off must be approved by your supervisor or the Superintendent and Chief Operating Officer prior to the time off being taken. The School encourages employees to schedule and take vacation time according to their School's timetable.

Illness Or Injury Before Vacation

If an employee is absent from work on the day before a vacation is scheduled to begin because of a verifiable personal illness or injury (doctor's note required), the employee may attempt to postpone the vacation period to a later date. In such cases, the Superintendent and Chief Operating Officer will make every effort to accommodate the employee.

Vacation Credit Upon Termination

Upon separation from the School (except in the case of a transfer to another Edison Learning-managed school or an Edison Learning position), an employee with unused earned vacation time will receive payment for the unused accrued time at his or her current base rate of pay, up to a maximum of one year's worth of accrual (except as otherwise provided by state law). Employees who have used more vacation time than they have earned at the time of termination will have to repay the School for the overpayment, subject to applicable law.

Payment In Lieu Of Vacation

An employee may not waive his or her vacation time and receive pay in lieu of vacation usage, except upon separation employment.

Breaks In Service/Rehires

Rehired employees will be treated as new hires for the purpose of vacation accrual if their period of absence is greater than their period of employment with the School as a full-time regular employee. Should an employee's break in service be less than his or her period of service, the employee will be given an adjusted seniority date for the purposes of future vacation accrual.

Employees do not accrue vacation time while on leaves of absence, including, without limitation, leaves taken pursuant to the federal Family and Medical Leave Act of 1993.

PROFESSIONAL PERSONNEL DUTIES AND RESPONSIBILITIES POLICY

SECTION 1. Care of Students

SECTION 1.1. All certified and classified staff shall at all times comply with the Code of Ethics for Educators published by the Georgia Professional Standards Commission, particularly as it pertains to the care of students.

SECTION 1.2. All teachers shall exercise a vigilant care over the conduct of their students in the schoolroom, on the playgrounds, and at school sponsored functions both on and off campus.

SECTION 2. Extracurricular Conflicts of Interest

SECTION 2.1. Staff employed by the Graduation Achievement Charter High School shall not teach, tutor, coach or provide other services for pay during the regular school year or prior to school years in which the staff member may conceivably teach the pupil.

SECTION 3. Conferences, Meetings, and School Sponsored Events

SECTION 3.1. Teachers shall attend all regular conferences and special meetings or events called by the (Principal or other title), and no excuse for absence from such meetings shall be allowed other than such as would justify absence from regular sessions of the schools.

SECTION 5. Discipline

SECTION 5.1. Teachers shall at all times remain respectful in tone, words, and disposition when disciplining students either formally or informally.

SECTION 5.2. Expectations for behavior shall be clearly articulated annually in a Student Manual, reviewed with parents and students by staff, and signed by parents and staff. Furthermore, expectations shall be posted in the classrooms and around the school grounds.

SECTION 5.3. Discipline shall be done in a timely, judicious manner and staff shall endeavor to be fair and impartial.

SECTION 5.4. Formal disciplinary action of students shall never be conducted publicly. Furthermore, discipline of students is considered confidential and shall not be discussed outside of the attending teacher, (Principal or other title), other designated administrator, guidance counselor, members of a Student Support Team, or the parent or guardian.

SECTION 5.5. Teachers shall keep appropriate records of disciplinary action that is truthful and impartial. Parents shall receive prompt communication of all formal disciplinary action.

SECTION 6. Faithful Attendance and Punctuality

SECTION 6.1. Teachers shall communicate to the Superintendent and Chief Operating Officer or immediate supervisor an excuse for absence or tardiness.

SECTION 6.2. Teachers who expect to be absent from school duty for any cause that can be foreseen shall notify the Principal or immediate supervisor before the time of absence and secure permission as needed.

SECTION 6.4. The Superintendent and Chief Operating Officer or immediate supervisor retains the right to deny absence using personal days on days directly preceding or following a holiday or break, during established staff development or conference days, or on any day which the absence, due to special factors, might conceivably impact operation of the school or negatively impact student achievement.

SECTION 6.5. The Superintendent and Chief Operating Officer or immediate supervisor shall maintain record of attendance and tardy records of staff and shall provide timely feedback in writing for issues of faithful attendance or punctuality. Communication shall be placed in the Employee's personnel file.

SECTION 7. Faithfulness to Duties and Responsibilities

SECTION 7.1. Teachers shall begin classes punctually at the appointed time and shall devote themselves exclusively to the instruction and care of the students.

SECTION 7.2. Teachers shall adequately plan for instruction and maintain accurate and up-to-date records of instruction, assessment, and student progress.

SECTION 8. Provisions for Leaving the School Campus

SECTION 8.1. No staff member, unless provided for in the job description or expressly provided permission by the Superintendent and Chief Operating Officer or immediate supervisor for singular incidents, shall leave the school building or grounds before the time for general dismissal.

SECTION 8.2. Such person shall sign out on the register, indicating the reasons for leaving early.

SECTION 9. Records and Reports

SECTION 9.1. Every teacher shall keep an accurate and permanent record of the attendance and scholastic standing of students under his/her instruction and behavior and shall make such reports, including but not limited to (mid-semester and semester) report cards as designated by the Graduation Achievement Charter High School, to the parent or guardian.

SECTION 9.2. The parent or guardian shall sign the report card and return it to the teacher immediately.

SECTION 9.3. Prior to dismissal for the summer, teachers shall complete all closing student and classroom records including but not limited to: SST files, permanent records, report cards, inventory, receipts and money tally.

SECTION 10. Sectarian Teaching

SECTION 10.1. Teachers shall follow the requirements of the adopted curriculum related to instruction of topics of a religious nature (such as middle schools social studies curricula). Any

standards which cover religious topics shall be taught in a factual, non-influential manner using resources approved by the (Principal or other title).

SECTION 10.2. Any denominational propaganda of whatever nature is debarred from Graduation Achievement Charter High School, and any employee who directly or indirectly in any manner whatever, by word, act, or deed, disseminates or endeavors to disseminate any denominational propaganda shall, after trial and being found guilty of such act, be dismissed from the service.

PERSONNEL ASSIGNMENT POLICY

The Superintendent and Chief Operating Officer shall make assignments of all personnel throughout the Graduation Achievement Charter High School, except in the case of administration reporting directly to the Governing Board or as otherwise provided by GACHS policy. Assignment of school personnel shall be based on a consideration of the best interests of the total educational program, as well as sustainability of school operations.

PERSONNEL EVALUATIONS POLICY

SECTION 1. Staff Observations and Evaluations

SECTION 1.1. The Superintendent and Chief Operating Officer shall be formally evaluated by the Governing Board on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

SECTION 1.2. Each certified staff member shall be formally observed and evaluated by the Superintendent and Chief Operating Officer or immediate supervisor on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

SECTION 1.3. Each classified staff member shall be formally evaluated by the Superintendent and Chief Operating Officer or immediate supervisor on at least an annual basis using an established evaluation instrument adopted by the Governing Board.

SECTION 1.4. The Superintendent and Chief Operating Officer or immediate supervisor shall provide a copy of the observation rating, notes, and any other documentation obtained or used during observation or evaluation.

SECTION 1.4.1. The Employee shall have the right to acknowledge acceptance of the evaluation or to dissent and provide written commentary related to the dissent; however, the document, regardless of acknowledgment or dissent, shall remain a part of the staff member's personnel record throughout the duration of employment.

SECTION 1.4.2. Employees may elect to follow the school's grievance policy related to dissent of any evaluations. The decision of the Governing Board or its designated committee is considered final.

PERSONNEL REDUCTION IN FORCE POLICY

SECTION 1. Reduction in Force Definitions

SECTION 1.1. To ensure achievement of the charter's mission and responsible stewardship of public funds, the Graduation Achievement Charter High School Governing Board may approve necessary reductions in the number of certified or classified employees, consistent with existing law.

SECTION 1.2. A reduction-in-force is any personnel action to reduce the number of employees in one or more job classifications to equal the number of needed positions or funding available for positions.

SECTION 1.3. Necessary reductions-in-force of employees shall be conducted in a non-discriminatory manner that serves the best interests of the school and causes minimal disruption to students and school operations.

SECTION 1.4. The Governing Board authorizes the Superintendent and Chief Operating Officer to develop administrative regulations to implement this policy.

SECTION 2. Reasons for Reductions in Force and Implementation

SECTION 2.1. Reductions-in-force of employees may be necessary as a result of circumstances including, but not limited to, the following:

- Declines in student enrollment;
- Reductions or shortfalls in local, state or federal funding or other funding anticipated in the approved budget;
- School reorganization;
- Cancellation or reduction of programs

SECTION 2.2. If the Superintendent and Chief Operating Officer determine that a reduction-in-force is necessary, the Superintendent and Chief Operating Officer shall, after consideration of the program needs of the Graduation Achievement Charter High School, present to the board for its approval a plan detailing why the reduction-in-force is needed and how it will be implemented.

SECTION 2.3. Factors that may be considered in the reduction-in-force plan for prioritizing employees within each job classification for reduction include, but are not limited to, the professional expertise, effectiveness/student performance growth, the employee performance evaluation, the employee record of attendance and the employee professional discipline record. Where demonstrated competence and expertise are determined to be equal among employees, other factors such as level of certification, length of continuous service with the Graduation Achievement Charter High School, and other factors may be considered among others in order to make recommendations for the termination or downgrading of employment.

SECTION 2.4. In developing a reduction-in-force plan, due consideration shall be given to the following if appropriate:

- Realignment of employees through attrition or reassignment, and/or consolidation of

- programs.
- Qualifications of employees required to maintain successful school operations and programs.
- Minimization of impact on students.

SECTION 3. Specific Exclusions

SECTION 3.1. This policy shall not apply to the abolition of specific job classes or positions based upon specific program needs, department changes, or reorganization within a department or the school.

SECTION 3.2. This policy shall not apply to positions or job classes abolished or reduced as a result of the cessation or reduction of special grant programs. The abolition or reclassification of any such job class or position shall be accomplished only in accordance with a plan recommended by the (Principal or other title) and approved by the Governing Board that specifies:

- The reasons for abolishing or reclassifying these positions;
- The positions to be abolished or reclassified;
- The procedure by which the persons holding these positions may be selected in other positions, if appropriate, at the same or at a lower job classification and may be given preference for up to six (6) months in applying for the same or other positions.

CLASSIFIED PERSONNEL OVERTIME PAY POLICY

SECTION 1. Overtime Pay

SECTION 1.1. Overtime pay is defined as that time worked in excess of forty (40) paid hours in any work week, Monday through Sunday, and is identified as either emergency or planned and having prior approval of the immediate supervisor

SECTION 1.1.1. The forty (40) hours are defined as actual hours worked and do not include hours or days for which the employee was paid for leave time such as sick leave, personal leave, annual leave, etc.

SECTION 1.2. The Graduation Achievement Charter High School Governing Board authorizes overtime in accordance with administrative regulations set forth by the Superintendent and Chief Operating Officer.

SECTION 2. Eligible Employees

SECTION 2.1. Employees employed in an executive, administrative, or professional capacity (including teachers and school administrative personnel) as provided for under FLSA (Fair Labor Standards Act) are considered “exempt” under FLSA and are legally not entitled to pay for overtime work.

SECTION 2.2. All other employees may be considered “non-exempt” under FLSA and are legally entitled to pay for overtime work, earned compensatory time, or other salary increments, as provided by law.

SECTION 3. Certification of Hours Worked

SECTION 3.1. All employees are required to sign in and out daily to certify hours worked and eligibility for overtime pay.

SECTION 3.1.1. Overtime eligible employees who fail to sign in and/or out are not eligible to collect overtime pay for unverified hours worked.

EMPLOYEE DRESS CODE POLICY

SECTION 1. Purpose of Employee Dress Code

SECTION 1.1. The purpose of establishing an employee dress code is to provide an example of appropriate attire that:

- Clearly distinguishes staff from students;
- Models modesty and professionalism; and
- Is functional given the nature of the position

SECTION 1.2. All staff shall dress in a manner and style in accordance with administrative regulations set forth by the Superintendent and Chief Operating Officer.

SECTION 2. Dress Code

SECTION 2.1. An employee, who is inappropriately dressed, in the opinion of the Superintendent and Chief Operating Officer or immediate supervisor, may be sent home and required to return to work in acceptable attire. The employee shall not be paid for time away from work.

SECTION 2.2. Appropriate dress includes but is not limited to:

- Business suits/coordinated pants suits
- Collared shirts with and without ties
- Skirts
- Dresses
- Slacks
- Sweaters, blouses, knit tops, jackets
- Coordinated dress shorts ensemble with appropriate shoes and hosiery
- Sweatshirts and tee shirts with school-related insignia
- Appropriate shoes
- Attire in accordance with the environmental requirements for specific job assignments

SECTION 2.3. To ensure that employees are professionally attired, the following are considered unacceptable:

- Shorts (except for physical education)
- Jeans, including overalls, of any color (acceptable only for special projects or activities or related to specific job assignments)
- Hats/head wraps
- Immodest dress such as dress which is too short (more than three inches above the knees) or tight or otherwise revealing
- Oversized tee shirts and undershirts
- Leggings/spandex
- Tank tops
- See-through clothing
- Sundress without a jacket
- Clothing that exposes the midriff
- Extremely low cut dresses and blouses
- Exercise/jogging suit

- Other attire as deemed inappropriate by the principal

SECTION 2.4. The Graduation Achievement Charter High School Governing Board recognizes that there are occasions when individuals may need to wear specific garb due to medical reasons or as part of a bona fide personal religious practice. When such is the case, the employee shall provide documentation to the Superintendent and Chief Operating Officer or immediate supervisor of the medical necessity or the bona fide personal religious practice that gives rise to the need for deviation from the policy.

SECTION 2.5. In addition, some job functions necessitate attire which may otherwise considered “inappropriate” (i.e., Physical Education teachers may wear exercise attire).

PROFESSIONAL ORGANIZATION AND LABOR UNION POLICY

SECTION 1. Rights of Employees

SECTION 1.1. Every employee of the Graduation Achievement Charter High School shall have the right to freely organize and to join and participate in any professional association.

SECTION 1.2. Employees (may/may not) participate in labor unions and be employed with the school.

POSSESSION OF WEAPONS BY EMPLOYEES POLICY

SECTION 1. Purpose of Policy

SECTION 1.1. The Graduation Achievement Charter High School Governing Board is committed to maintaining a safe environment for all staff and students.

SECTION 1.2. The Governing Board strictly prohibits the possession or use of weapons of any kind at school, at school or school-sponsored activities, while traveling on a school bus, at school bus stops, or in the school safety zone as defined by state statute or rule.

SECTION 2. Definition of Weapon

SECTION 2.1. The term "weapon" means and includes those items listed in O.C.G.A. 16-11-127.1 and other applicable laws. However, regardless of the definitions and specific instruments defined in said laws, the Board prohibits the possession of weapons of any type or objects which cause bodily harm on school property, in the school safety zone, and at school-sponsored activities if any such weapon or other object can be used to inflict bodily harm.

SECTION 3. Enforcement of Policy

SECTION 3.1. Employees and other persons who bring weapons or other objects which cause bodily harm to school or school functions shall be subject to prosecution under the provisions of law.

SECTION 3.1.1. Specifically, an employee found guilty of possession of a weapon or other object which causes bodily harm at school, at school or school-sponsored activities, while traveling on a school bus, at school bus stops, or in the school safety zone shall be subject to disciplinary action in accordance with administrative regulations set forth by the Superintendent and Chief Operating Officer or immediate supervisor, up to and including termination.

SECTION 4. Specific Exclusions

SECTION 4.1. School resource officers are exempt from this policy when discharging their professional duties or otherwise acting in an official capacity at the school site or at a school-sponsored event in accordance with O.C.G.A. 20-8-5(d).

PROFESSIONAL PERSONNEL DUTY FREE LUNCH POLICY

SECTION 1. Provisions for Duty Free Lunch

SECTION 1.1. Every teacher who is employed in grades 9-12 for more than 1/2 of the class periods of the regular school day will have a duty free daily lunch period of not less than 30 consecutive minutes included in the number of hours worked.

SECTION 1.2. For extenuating circumstances such as fieldtrips, special events, or during beginning of the school routines, staff duty free lunch provisions may be suspended to ensure that students are properly supervised and learn school routines.

PROFESSIONAL PERSONNEL STAFF MEETINGS POLICY

SECTION 1. Staff Meetings

SECTION 1.1. Regular staff meetings are a necessary part of the school operation and continuation of the school's mission. The school Superintendent and Chief Operating Officer or immediate supervisor will provide a schedule for staff regularly scheduled staff meetings.

SECTION 1.2. Special staff meetings for professional learning, accreditation, and/or workshops as deemed necessary shall be called by the Superintendent and Chief Operating Officer or immediate supervisor.

SECTION 1.3. All staff members are required as part of their teaching/employment responsibilities to attend any or all such meetings. Staff are expected to be present on time and prepared according to the agenda provided by the Superintendent and Chief Operating Officer or immediate supervisor

PROFESSIONAL PERSONNEL ADDITIONAL DUTIES POLICY

SECTION 1. Additional Duties

SECTION 1.1. Supervisory and clerical responsibilities are a necessary function of the school's operation. The Superintendent and Chief Operating Officer of the school shall assign or designate supervisory and clerical responsibilities as necessary for the smooth, efficient operation of the school to professional or clerical personnel as part of their teaching/employment responsibilities.

SECTION 1.2. Staff assigned to these responsibilities are expected to be present on time for duty and to stay throughout the entire duty time unless otherwise approved by the Superintendent and Chief Operating Officer or immediate supervisor). Staff members unable to be present for an assigned duty are expected to obtain prior permission by the Superintendent and Chief Operating Officer or immediate supervisor or to ensure a suitable replacement is found to cover the duty.

SECTION 1.3. Unless otherwise approved by the Superintendent and Chief Operating Officer, non-school employees are not permitted to fulfill duties of staff members.

SECTION 2. Supplemental Pay

SECTION 2.1. In some instances approved by the Governing Board, Supplemental pay may be provided for professional personnel whose duties require them to work an extended school day or school year.

SECTION 2.2. Work for which supplemental pay is provided shall be adequately described with appropriate payment schedules established. Duties for which Supplemental pay is provided are beyond the usual duties required as part of the regular school day and are included as part of the annual budget.

SECTION 2.3. The Superintendent and Chief Operating Officer is authorized to determine position specifications, payments, schedules, and payment procedures for the implementation of this policy and may, at their discretion, submit for the approval of the Governing Board a request for Supplemental pay when warranted.

SICK LEAVE BANK POLICY

SECTION 1. Provisions for a Sick Leave Bank

SECTION 1.1. A sick leave bank may be established and maintained for participating employees' voluntary contributions of accumulated sick leave to assist employees in the event of a catastrophic illness or injury.

SECTION 1.1.1. Eligibility is voluntary and available to all full-time or benefits eligible employees who themselves have a catastrophic personal illness or whose child(ren) or spouse has catastrophic personal illness resulting from non-elective surgery, elective surgery with complications, diseases, or injury with debilitating consequences beyond their control, and who have exhausted their sick leave and vacation leave (12-month employees).

SECTION 1.1.2. To be catastrophic, an illness or injury must be considered by the physician to have the potential to be permanently job-ending and life-threatening.

SECTION 1.2. The sick leave bank shall be developed consistent with the requirements of state law and pursuant to guidelines and procedures developed by the Superintendent and Chief Operating Officer and modified from time to time by the sick leave bank committee, as approved by the Superintendent and Chief Operating Officer.

SECTION 1.3. All participating employees shall make equal contributions to the sick leave bank. Employees who elect to participate shall contribute at least one (1) day initially and thereafter as desired from their accumulated short term leave account. A maximum of up to (10) sick leave days may be donated annually.

SECTION 2. Accessing the Sick Leave Bank

SECTION 2.1. Employees may withdraw sick leave days only after petition and approval by a committee consisting of three members selected by the Superintendent and Chief Operating Officer or their designee.

SECTION 2.2. Application for donation of days from sick leave shall be by a letter addressed to the Superintendent and Chief Operating Officer, or their designee, who will in turn forward the application to the committee members.

SECTION 2.2.1. The letter must be accompanied by a physician's statement that: verifies the catastrophic illness, injury, surgery, or disability; attests the member's incapacity to perform his/her assigned duties and provides a prognosis of the duration of the disability.

SECTION 2.3. The maximum number of days any employee may receive in a twelve (12) month period is (80). Award of sick days is in no way guaranteed and is contingent upon days available in the sick leave bank.

SECTION 2.4. Sick leave granted and used by an employee does not have to be repaid.

SECTION 2.5. If an employee is physically or mentally unable to make a request to the Sick Leave Bank, a family member or agent may file the request on member's behalf.

SECTION 2.6. The committee will render a decision on an application for withdrawal within twenty (20) working days of its receipt from the applicant. Decision of the committee is considered final (and/but) may/ may not) be appealed to the Governing Board.

SECTION 3. Additional Provisions

SECTION 3.1. Once sick days are donated, they will not be recouped by the employee for any reason unless approved by the committee after petition for need. Employees who volunteer to contribute sick or personal leave days are warned that their contribution is in no way guaranteed to be recouped in the event of their own illness or disability.

SALARY DEDUCTIONS POLICY

SECTION 1. Authorization of Deductions

SECTION 1.1. The school is authorized to take regular payroll deductions from employees' gross pay for mandatory requirements such as Federal Income Tax, State Income Tax, Social Security Tax, Retirement, and for other purposes that benefit the employee, such as welfare benefits or additional retirement investments.

SECTION 1.2. Payroll deductions may also be made for any officially sanctioned organization, association, or corporation designated by the employee in writing.

SECTION 1.3. Each employee must provide the Chief Operating Officer with pertinent information relative to withholding tax exemptions and an authorization for other payroll deductions at the time of employment or at least (30 days) prior to deductions being made.

SECTION 1.4. Salaries shall be subject to garnishments as prescribed by a court order or other agency legally enforcing a court order to garnish an employee's wages.

STAFF DEVELOPMENT POLICY

SECTION 1. Staff Development Requirements of the School

SECTION 1.1. The Graduation Achievement Charter High School shall provide quality staff development opportunities for board members, certified staff (leaders, educators) and classified staff (paraprofessionals, clerical staff, janitorial staff, etc.) which is aligned with the mission of the school and addresses compliance with federal, state and local requirements, as well as best practices.

SECTION 1.2. Each year the Superintendent and Chief Operating Officer shall create and present to the Governing Board a staff development plan which is aligned with the school improvement and strategic plans.

SECTION 2. Documentation of Professional Development

SECTION 2.1. Proper documentation of course credits and professional learning units (“PLUs”) will be maintained on file and utilized to support employees through re-certification.

STAFF COMPLAINTS AND GRIEVANCES POLICY

SECTION 1. Intent of the Policy

SECTION 1.1. The purpose of this policy is to provide a mechanism for employees or applicants to reach solutions to problems, disputes, or controversies at the lowest administrative level, as fairly and as expeditiously as possible.

SECTION 1.2. This policy also addresses employees or applicants who allege discrimination or harassment on the basis of age, gender, race, color, religion, national origin, disability, or any other basis expressly prohibited by law.

SECTION 2. Definitions

SECTION 2.1. Complaint - A complaint means any claim or grievance by an employee who is affected in his or her employment relationship by an alleged violation of applicable statutes, policies, rules, regulations, or written agreements with which the Board is required to comply. In accordance with this policy, a complaint may also be filed by a job applicant.

SECTION 2.2. Employee - Employee shall mean any person hired by the Board to perform services either full or part-time.

SECTION 2.3. Days - Days shall mean working days exclusive of Saturday, Sunday, or official holidays unless otherwise noted.

SECTION 2.4. Administrator - Employee possessing that degree of administrative authority.

SECTION 2.5. Parties in Interest - Any persons involved in the processing and investigation of the complaint.

SECTION 2.6. Complaint File - A file maintained by the Superintendent and Chief Operating Officer, or their designee, containing documents relevant to the complaint. This shall be separate from the personnel file and shall be open to parties in interest only.

SECTION 2.7. Board - The Governing Board of Graduation Achievement Charter High School.

SECTION 2.8. Notification - Means delivery in person to the party entitled to notification, or deposit in the United States Mail, certified mail, return receipt requested, to the last known address of the party notified.

SECTION 3. Procedure for Notice, Hearing Rights, Evidence Representation, Decisions, and Record

SECTION 3.1 This complaint and grievance procedure is applicable to any claim by any employee or applicant of Graduation Achievement Charter High School who is affected in his or her employment relationship by an alleged violation, misinterpretation, or misapplication of statutes, policies, rules, regulations, or written agreements of with which the school is required to comply.

SECTION 3.2. The Board will ensure that a complaint is processed as expeditiously as is practicable. The initial complaint should be made in writing and should clearly state that the complainant wishes to utilize the Complaints and Grievances Policy, the nature of the complaint and specific statute,

policy, rule, regulations, or written agreements that have allegedly been violated. The written request should be received by the Superintendent and Chief Operating Officer or designee.

SECTION 4.2. The complainant and all parties in interest shall be adequately notified of the time and place of the initial meeting and any appeal of the initial decision in writing by hand delivered or certified mail.

SECTION 4.3. The complainant and the individual(s) accused of the violation shall be entitled to an opportunity to be heard, to present relevant evidence, and to examine witnesses.

SECTION 4.4. The Governing Board may appoint a member of the State Bar to serve as law officer who shall rule on all issues of law and other objections, but such attorney shall not assist in the presentation of the case for either party.

SECTION 4.5. At each level, an accurate record of the proceeding must be kept by mechanical means and all evidence shall be preserved and made available to the parties involved; all cost and fees shall be borne by the party incurring them unless otherwise agreed upon by the parties; except that the cost of preparing and preserving the record of the proceedings shall be borne by the Governing Board; provided however, the cost of transcribing the transcript of evidence and proceedings before the Board shall be borne by the party requesting same, and all costs of the records on appeal to the superior courts and appellate courts shall be paid by the party required to do so by the laws relating thereto.

SECTION 4.6. The overall time frame from the initiation of the complaint until rendition of the decision by the Governing Board and notification thereof to the complainant shall not exceed thirty (30) days. In no instance shall there be more than ten (10) calendar days between the most recent alleged act about which a complaint may be filed and the first written notice of complaint is received nor shall there be more than ten (10) calendar days between the decision at any level and the date the appeal to the next level is received.

SECTION 4.7. Decisions at each level shall be in writing and dated. Each decision shall contain findings of fact and reasons for the particular resolution reached. The decision reached at each complaint level shall be presented to the complainant by the Superintendent and Chief Operating Officer.

SECTION 4.8. The decision at each level shall be delivered to the complainant and the affected parties by a person designated by the Superintendent and Chief Operating Officer either by (1) being hand delivered or (2) being deposited in the U.S. Mail (certified mail, return receipt requested). Notice to the complainant shall be deemed to have been made on the date of hand delivery or on the date of deposit in the U.S. Mail by certified mail, return receipt requested to the address stated in the complaint or, if not contained in the complaint, to the last known address of the complainant on file with the Governing Board.

SECTION 4.9. If the complainant is dissatisfied with the review of the supervisor's decision, he or she may forward an appeal in writing to the Superintendent and Chief Operating Officer or designee within 10 working days.

SECTION 4.10. The complainant and the individual(s) alleged to be in violation are entitled to the presence of an individual of his/her choice to assist in the presentation of the complaint at the Governing Board level. At the Board level nothing shall prevent the Board from having an attorney

present to serve as the law officer who shall rule on issues of law and who shall not participate in the presentation of the case for the administrator or the complainant.

SECTION 4.11. The Board, when hearing an appeal from the initial hearing, shall hear the complaint de novo. The complainant cannot present additional evidence at the Governing Board level of the complaint process, unless it is determined by the administrator presiding over the complaint that such evidence is relevant to the issues presented at the initial hearing and such evidence was either not made available by the administration or not discoverable by the complainant or unless it is presented and received in writing to the person presiding over the complaint at least five (5) days prior to the set date for the Governing Board hearing. A committee of the board will conduct the appeal proceeding within fifteen (15) working days and, within twenty (20) working days after the conclusion of the proceeding, will render a final decision.

SECTION 4.12. The time limits specified in this complaint procedure will be observed and applied strictly and will not be extended without the prior written consent of the employee and the applicable level of supervision responsible for the review. If an employee fails to comply with any time limit, the complaint shall be deemed automatically withdrawn and the proceeding terminated.

SECTION 5. Prohibited Reprisal Provision

SECTION 5.1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any complainant as a result of participation in the complaint process. Should any reprisal **by a certificated employee** occur, the complainant may refer the matter to the Professional Standards Commission.

SECTION 6. Collection of Information

SECTION 6.1. Nothing in this policy shall be construed to limit any other fact finder or decision maker from using any equitable means available to establish the truth or the circumstances pertinent to the complaint, provided that the complainant shall have an opportunity to respond to any information considered by the decision maker in reaching a conclusion.

SECTION 6.2. Nothing in this policy shall be construed to permit or foster collective bargaining as part of the Governing Board's policies.

APPENDIX Z

SAMPLE PERSONAL LEAVE POLICY

SECTION 1. Sick Leave

SECTION 1.1. Full-time regular employees receive eight days of sick time at the start of the fiscal year. All newly hired, full-time, regular 12-month employees who are hired between July 1st and September 30th are awarded 8 sick days upon hire. All newly hired, full-time, regular employees who are hired between October 1st and December 31st are awarded 6 sick days upon hire. All newly hired, full-time, regular employees who are hired between January 1st and March 31st are awarded 4 sick days upon hire. All newly hired, full-time, regular employees who are hired between April 1st and June 30th are awarded 2 sick days upon hire. An employee who is absent due to illness may be required to provide acceptable proof that the absence was illness-related.

SECTION 1.2. Certified employees who are absent from work may remain on the requisition as long as the teacher is in-state pay status. However, that person will receive full pay for the remainder of unused sick leave. An employee will not be on payroll thereafter unless actually present.

SECTION 1.4. Upon the approval of the (Principal or other title), an employee may utilize sick leave for the following reasons:

- absence due to illness or injury;
- absence due to exposure to contagious disease necessitated to protect the health of others who might be endangered by his attendance on duty;
- absence due to an illness or death in the employee's immediate family. Immediate family includes spouse, children, mother, father, brothers, sisters, grandparents, domestic partner, in-law equivalent of the above and any relative residing in the employee's home.

SECTION 1.5. Employees absent for other than approved reasons, or absent after sick leave has been exhausted, shall be deducted at their daily rate of pay for each day's absence not covered by leave or unapproved.

SECTION 1.6. When an employee terminates employment with Graduation Achievement Charter High School and immediately retires, he/she will not be compensated for unused sick leave hours.

SECTION 2. Personal Leave

SECTION 2.1. Personal days are provided to all full-time regular employees to allow for time off for medical/dental appointments, to celebrate religious holidays or to attend to other personal matters that cannot be attended to outside of normal work hours. Each full-time regular employee is provided with two paid personal days at the start of the fiscal year, which is given at the start of each school year.

All newly hired, full-time, regular 12-month employees who are hired between July 1st and September 30th are awarded 2 personal days upon hire. All newly hired, full-time, regular employees who are hired between October 1st and December 31st are awarded 1.5 personal days upon hire. All newly hired, full-time, regular employees who are hired between January 1st and

March 31st are awarded 1 personal day upon hire. All newly hired, full-time, regular employees who are hired between April 1st and June 30th are awarded 0.5 personal days upon hire.

An employee is not entitled to use personal days until he or she has completed three months of continuous employment as a full-time regular employee. To the extent possible, the use of personal days should be approved at least two weeks in advance by the employee's supervisor or the Superintendent and Chief Operating Officer.

Unused personal days cannot be carried over from one year to the next. Employees will not be paid for unused personal days upon separation, unless state law requires otherwise.

SECTION 3. Vacation for 12 Month Employees

Section 3.1 Only twelve-month, full-time regular employees earn vacation time at the accrual rate noted below for each pay period following thirty days of continuous employment. The borrowing of unearned vacation time is prohibited.

<i>Hours per Pay period</i>	<i>Days per Year</i>	<i>Maximum Bank</i>
3.077	10 days	10 days (80 Hours)

In an eligible employee's first year of employment, vacation time will only be accrued during the time period actually worked by the employee.

The School's vacation time policy will be applied and interpreted in accordance with applicable state laws.

Employees who work fewer than 12 months per year do not accrue vacation time.

Vacation Accrual

The School encourages eligible employees to take their vacation time during the summer after which it was earned. However, if employees do not use all of their vacation time in the year that it is earned, they may "bank" up to a year's worth of vacation time (except as otherwise provided by state law). Once a year's worth of vacation time has been banked, the employee may not accrue any additional vacation time until some of his or her banked vacation time is used.

Vacation Scheduling

A request to take vacation time should be submitted at least two weeks in advance of the requested time off to allow your supervisor to adequately plan for your absence and to secure appropriate coverage. Such requests for time off must be approved by your supervisor or the Superintendent and Chief Operating Officer prior to the time off being taken. The School encourages employees to schedule and take vacation time according to their School's timetable.

Illness Or Injury Before Vacation

If an employee is absent from work on the day before a vacation is scheduled to begin because of a verifiable personal illness or injury (doctor's note required), the employee may attempt to postpone the vacation period to a later date. In such cases, the Superintendent and Chief Operating Officer will make every effort to accommodate the employee.

Vacation Credit Upon Termination

Upon separation from the School (except in the case of a transfer to another Edison Learning-managed school or an Edison Learning position), an employee with unused earned vacation time will receive payment for the unused accrued time at his or her current base rate of pay, up to a maximum of one year's worth of accrual (except as otherwise provided by state law). Employees who have used more vacation time than they have earned at the time of termination will have to repay the School for the overpayment, subject to applicable law.

Payment In Lieu Of Vacation

An employee may not waive his or her vacation time and receive pay in lieu of vacation usage, except upon separation employment.

Breaks In Service/Rehires

Rehired employees will be treated as new hires for the purpose of vacation accrual if their period of absence is greater than their period of employment with the School as a full-time regular employee. Should an employee's break in service be less than his or her period of service, the employee will be given an adjusted seniority date for the purposes of future vacation accrual.

Employees do not accrue vacation time while on leaves of absence, including, without limitation, leaves taken pursuant to the federal Family and Medical Leave Act of 1993.

SECTION 3.2. Earned vacation may be used in order to extend sick leave.

SECTION 3.3. Holidays for Graduation Achievement Charter High School twelve month employees:

No. of Working Days Holidays

- (1) New Year's Day
- (1) Martin Luther King's Birthday
- (1) President's Day
- (1) Spring Break
- (1) Memorial Day
- (1) Independence Day
- (1) Labor Day
- (2) Thanksgiving
- (7) Winter Holidays (subject to vary yearly)

SECTION 3.4. The Board may grant extended leaves of absence. (All extended leaves of absence will be without pay, and extended leave will be for not more than (12) months unless approved by the Superintendent and Chief Operating Officer. In order to qualify for extended leave, an employee must have completed at least three full years of service with Graduation Achievement Charter High School.

Extended leaves of absence may be granted for the following reasons:

Continuing Education

Health Issues
Child-Care Reasons
To run for political office

SECTION 3.4.1. (If an employee is elected to office, extended leave may be granted that will be sufficient to allow the person to serve one full term if such service would interfere with the employee's responsibility to the Board.)

SECTION 3.4.2. (The employee shall be entitled to return to active employment upon written request for reassignment and contingent upon a vacancy in the field in which he/she was employed when the leave was granted. Such an employee shall be given preference equal to that given to any other applicant returning from a period of extended leave.)

SECTION 3.4.3. (An employee who does not use his/her leave for the purpose requested shall forfeit all rights and privileges provided for under the policy. He/she shall be considered as having resigned from Graduation Achievement Charter High School, effective as of the beginning date of the approved leave.)

SUBSTITUTE TEACHERS POLICY

SECTION 1. Provision for Substitute Teachers

SECTION 1.1. The Superintendent and Chief Operating Officer will have the authority to develop and implement a uniform substitute staffing procedure necessary to ensure the orderly and effective operation of schools.

SECTION 1.2. Substitute teachers shall be contracted for any classroom where a permanently hired staff member is absent and where adequate class sizes and supervision cannot be maintained with current staff.

SECTION 1.3. Substitute teachers shall be contracted workers and shall not be eligible for benefits or any other provision of full-time or part-time staff.

SECTION 2. Qualifications of Substitutes

SECTION 2.1. All substitute teachers working will at a minimum hold a bachelor's degree and/or teacher certification

SECTION 2.2. Substitute teachers must submit to a background check and fingerprinting prior to beginning work.

SECTION 2.3. Substitute teachers will be paid following the payroll schedule adopted by the school.

SECTION 2.4. The Governing Board shall adopt the rate of pay for substitute teachers each year during the annual budgeting process.

SECTION 3. Additional Provisions

SECTION 3.1. Substitute teachers shall be held to the same standards provided for in the Professional Standards Commission Code of Ethics and other policies adopted by the Governing Board of Graduation Achievement Charter High School in order to preserve the health and safety of students and staff and instructional time of students.

MANDATORY REPORTING OF CHILD ABUSE POLICY

SECTION 1. Definitions

SECTION 1.1. **Child:** Any individual who is under the age of 18 years, if alleged to be a deprived child, abused child, or unruly child.

SECTION 1.2. **Child Abuse:** An adult causing bodily injury to a youth other than by accidental means. Use of physical control measures commonly accepted in public schools shall not constitute abuse.

SECTION 1.3. (Principal or other title): For the purposes of this policy, the staff member responsible for the overall operation of (charter school name).

SECTION 1.4. **Injury:** Bruises, cuts, or complaint of pain related to a physical altercation or direct contact with a child.

SECTION 1.5. **Mistreatment of Youth:** Violation of Graduation Achievement Charter High School policy, with no injury to the youth, including *slapping, shoving, kicking, biting, and spitting at/on a youth.*

SECTION 1.6. **Neglect:** Lack of supervision, abandonment, and/or disregard for the child's basic needs for food, shelter, medical care or education that places the child at substantial risk of harm.

SECTION 1.7. **“No Contact” Status:** The status of an employee who has been accused of child abuse, sexual abuse/exploitation, or child neglect. Employees on “No Contact” Status will be placed in positions that do not require contact with youth or on administrative leave until the investigation is complete.

SECTION 1.8. **Sexual Abuse/Exploitation:** Invasion of privacy, or staff voyeurism for sexual gratification including

- an adult employing, using, persuading, enticing or coercing a youth under the age of 18 to engage in any act which involves: sexual intercourse (genital-genital, oral-genital, anal-genital ,or oral-anal between persons of the same or opposite sex), bestiality, masturbation, lewd exhibition of the genitals or pubic area of any person, flagellation or torture by or upon a person who is nude, physical restraint of a person who is nude, physical contact in an act of apparent sexual stimulation or gratification with any person's clothed or unclothed genitals, pubic area, buttocks or a female's clothed or unclothed breasts, defecation or urination for the purpose of sexual stimulation, penetration of the vagina or rectum by any object except when done as part of a recognized medical procedure
- conduct by a person who allows, permits, encourages, or requires a youth to participate in prostitution or sexually explicit conduct for the purpose of producing any visual or print medium.

SECTION 1.9. **Youth on Youth Sexual Act:** Contact between any youth (regardless of their ages) that involves:

- Contact between the penis and vagina or the penis and anus, including penetration (however slight); or
- Contact between the mouth and the penis, vagina or anus; or
- Penetration of the anal or genital opening of another person by a hand, finger, or other object.

SECTION 1.10. Youth on Youth Abusive Sexual Contact: Contact between youth that involves intentional touching, either directly or indirectly, or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks when the intent is not to harm or debilitate.

SECTION 1.11. Youth or Student: A child who is enrolled as a student at (charter school name).

SECTION 1. Mandatory Reporting Requirements

SECTION 1.1. In compliance with related law, the board and all members of the Graduation Achievement Charter High School staff shall have the responsibility to immediately report all suspicions of child abuse, sexual abuse/exploitation, child neglect, youth on youth sexual act, or youth on youth abusive sexual contact (refer to above definitions) involving any student under the age of 18.

SECTION 1.2. Reports of the aforementioned suspected abuse or neglect shall be made in writing to the Superintendent and Chief Operating Officer who will, within 24 hours, report in writing to the local authorities including but not limited to the Department of Family and Children Services, juvenile court system, and the police department. Abuse suspected by any party other than the parents or guardians will be reported to the parent/guardian immediately.

SECTION. 1.3. Documentation completed by the person making the report shall include all pertinent factual evidence, dates, names, incidents, witnesses, and other evidentiary information causing suspicion of abuse or neglect. Such documentation shall be provided by the Superintendent and Chief Operating Officer to the local authorities and retained on file separate from a student's cumulative file.

SECTION 1.4 All board members, employees and volunteers of the Graduation Achievement Charter High School are required to undergo training as to what constitutes child abuse and neglect, what the state statutes are, and how to properly report such cases.

NEPOTISM POLICY

SECTION 1. Policy Provisions

SECTION 1.1. Decisions about hiring, promoting, evaluating, compensating, and terminating employees are based on qualifications for the position, ability, and performance. Every attempt shall be made to avoid favoritism, the appearance of favoritism, and conflicts of interest in employment decisions.

SECTION 1.2. This policy expressly prohibits any employees who are family members from working in the same chain of command/reporting relationship.

SECTION 1.2.1. Family members are defined as an employee's parent, child, spouse, domestic partner, brother, sister, grandparent, and any step relationships within the preceding categories.

SECTION 1.3. The policy also prohibits the hiring of any related family members of the Governing Board.

SECTION 1.3.1. Nothing shall prohibit a board member who is related to a current staff member from serving on the Governing Board if such relationship is duly disclosed and the board member appropriately excuses himself or herself from discussion and decisions which may present an actual or potential conflict of interest.

SECTION 1.4. Employees are required to disclose changes in their personal situations, which may be covered under the Nepotism Policy.

SECTION 1.5. The policy is intended to ensure effective supervision, internal discipline, security, safety, and positive morale in the workplace. It also seeks to avoid the perception of favoritism, conflicts in loyalty, and discrimination.

MANDATORY REPORTING OF EMPLOYEE CRIMES POLICY

SECTION 1. Mandatory Reporting Requirements

SECTION 1.1. Any employee who has committed or charged with committing any of the following specifically identified crimes is required to report to the Superintendent and Chief Operating Officer within 48 hours:

1. Murder, voluntary manslaughter, aggravated assault, aggravated battery, or kidnapping, as defined in Chapter 5 of Title 16 of Georgia law;
2. Any sexual offense, as provided for in Chapter 6 of Title 16, or any sexual exploitation of a minor as provided for in Code Section 16-12-100 of Georgia law;
3. Any offense involving marijuana or a controlled substance, as provided for in Chapter 13 of Title 16 of Georgia law;
4. Any offense involving theft, as provided for in Articles 1 and 2 of Chapter 8 of Title 16 of Georgia law;
5. Unlawfully operating a motor vehicle after being declared a habitual violator, for violating Code Section 40-5-54, Code Section 40-6-391, Code Section 40-6-392, or Code Section 40-6-394 of Georgia law, or any combination.

SECTION 1.2. The Superintendent and Chief Operating Officer shall provide in writing notification to the Governing Board about employees reporting crimes or charge of a crime.

SECTION 1.3. If the Governing Board determines that the reported matters warrant investigation, then the Board shall, within a reasonable period of time but not later than 30 days from receipt of the report, transmit such report to the Professional Standards Commission, Ethics Division with a request for an investigation.

SECTION 1.4. The Superintendent and Chief Operating Officer and the Governing Board shall have a good faith, reasonable basis to believe that the incident occurred or evidence exists and shall, in the written report, set forth such basis and detail the nature of the incident, evidence, and name of any and all known witnesses; and, in so reporting, Georgia law provides that the administrator and the Board shall be immune from any civil or criminal liability that might otherwise be incurred or imposed.

SECTION 1.4.1. The willful failure of any administrators to comply with reporting requirements shall be grounds for the Professional Standards Commission, Ethics Division to recommend to the Board or the State Board of Education, or both, imposition on the administrator of any of the disciplinary actions set forth in Georgia Law Code Section 20-2-797.

SECTION 1.5. The requirements set forth in this policy are in addition to and not a substitute for any and all other reporting requirements related to child abuse which exists under Georgia law.

COMMUNICABLE DISEASES POLICY

SECTION 1. Purpose of Policy

SECTION 1.1. The Governing Board intends to ensure that no individual has potentially harmful exposure to infection or diseases.

SECTION 2. Definitions.

SECTION 2.1. **Communicable disease:** a disease that can be directly or indirectly transmitted from one person to another.

SECTION 2.2. **HIV infection:** an infection in which the human immuno-deficiency virus is present.

SECTION 3. Protections

SECTION 3.1. No student shall be denied access to nor shall an otherwise qualified individual be denied employment in the educational programs of the Governing Board solely because he or she is infected with a communicable disease.

SECTION 3.2. A student or employee who is infected with a communicable disease will remain in his or her educational or employment setting unless he or she presents a significant risk of contagion as determined by the Governing Board after consultation with the student's or employee's physician, public health official knowledgeable about the disease and/or the Board's physician if in the judgment of the Superintendent and Chief Operating Officer it is necessary to consult a private physician.

SECTION 4. Prevention of Transmission

SECTION 4.1. Each year, the Superintendent and Chief Operating Officer, or their designee, shall provide educational opportunities and review of this policy for all employees to become informed concerning transmissions of communicable disease and HIV infection.

SECTION 4.1.1. Education and policy review shall include procedures to reduce the risk of transmitting HIV infection as well as other communicable diseases, including precautions to be taken in handling bodily fluids and blood whenever necessary. Handling blood and body fluids shall be in a manner consistent with the Center for Disease Control's Universal Precautions for Handling Blood and Body Fluids.

SECTION 5. Identification of Potential Risks

SECTION 5.1. Whether or not an infected individual presents a significant risk of contagion shall be determined based upon reasonable medical judgment given the state of medical knowledge about:

- The nature of the risk; i.e., how long the disease is transmitted;
- The duration of the risk; i.e., how long the carrier is infectious;
- The severity of the risk; i.e., the degree of potential harm to third parties; and
- The probability that the disease will be transmitted and will cause varying degrees of harm.

SECTION 5.1. Once the student's or employee's medical condition has been determined, the Superintendent and Chief Operating Officer shall consult with the student's or employee's physician, a public health official knowledgeable about the disease and/or a physician employed by the

Governing Board at the option of the Board in order to determine whether reasonable accommodations will allow the student to perform in the classroom or other educational setting or the employee to meet the essential functions of his or her job.

SECTION 5.2. If an accommodation that does not impose undue financial hardship or administrative burdens can be made, then neither student nor employee shall be denied the right to participate in Governing Board programs or to be employed by the Board.

SECTION 5.3. In order that the Board may have time to obtain a reasonable medical judgment concerning the student or employee who is infected by a contagious disease, the Superintendent and Chief Operating Officer is authorized to remove the infected student or employee from Board programs or employment for a period not to exceed ten days during which time the Board shall make a decision as to whether the student or employee can be accommodated and does not pose a significant risk to others.

SECTION 5.4. The student or employee shall be excluded only if the Board determines after consultation as provided above that the communicable disease is of such nature or at a stage that the individual should not be in an educational setting.

SECTION 6. Privacy Rights

SECTION 6.1. Neither the Board nor its employees shall disclose medical information about a student or employee with HIV infection or other communicable disease without the consent of the employee or the student or his or her parent or guardian, whichever is applicable, or only as required by law or court order.

EMPLOYEES SEEKING OR HOLDING POLITICAL OFFICE POLICY

SECTION 1. Provisions for Employment

SECTION 1.1. Employees seeking public office may request and may be granted a leave of absence in accordance with the Governing Board policy related to leave.

SECTION 1.2. No employee shall engage in any political or campaign activity on his or her own behalf or on behalf of any other candidate during regular working hours or on Governing Board time or property.

SECTION 1.3. The Superintendent and Chief Operating Officer may administratively place an employee on involuntary leave of absence if it is determined at any point during a campaign period that the employee's campaign effort interferes with the successful performance of his/her assigned duties.

SECTION 1.3.1. The Superintendent and Chief Operating Officer's action may be appealed by the employee to the Board following the provisions of the Complaints and Grievance policy adopted by the Governing Board.

SECTION 1.4. If the employee is elected to membership on the Governing Board, he/she shall either retire or resign, effective the day following installation in office.

SECTION 1.4.1. Continued service on the Board upon successful election to any other public office shall be governed by the capacity of the Board member to perform his/her job duties while holding public office and by the relationship of the Board to the other governmental agency, as well as available position on the Board.

FUNDRAISING AND SOLICITATION POLICY

SECTION 1. Purpose of the Policy

SECTION 1.1. The Graduation Achievement Charter High School Governing Board acknowledges that fundraising to benefit the school and other worthy causes is an important part of school operations and student civic instruction.

SECTION 1.2. The policy has been established to provide limitations on the types of fundraising and solicitation appropriate in the school setting.

SECTION 2. Conflict of Interest and Ethical Standards

SECTION 2.1. No employee of the school shall permit or exercise any of his or her time during hours on duty occupied with activities conducted by agents for insurance, stocks, bonds, books, or apparatus, or by lecturers, exhibitors, or other persons not connected with the Graduation Achievement Charter High School.

SECTION 2.2. No advertising of any business or outside enterprise, or announcements of any meeting or entertainment, either orally or circular, shall be made during school hours, except by special permission of the Board or in relation to the school's adopted processes for acknowledging partners in education or other school sponsors.

SECTION 3. Financial Solicitation

SECTION 3.1. No tickets shall be sold in the schools, no appeal for money made, no advertising of any article shall be read to the students of any school, distributed to the school rooms or on the premises, or placed on the walls or fences of any school building, except those articles or pamphlets of special educational value in line with the curriculum or programs of the school and approved by the Governing Board or its designee.

SECTION 4. Selling Restriction

SECTION 4.1. No employee shall be permitted at any time to act as an agent for, or representative of, any corporation or business of any description for the purpose of selling merchandise to the Graduation Achievement Charter High School or to any of its employees or Governing Board Members, or for the purpose of soliciting or canvassing for profit or personal gain any other Graduation Achievement Charter High School employee directly or indirectly under his/her supervision or control.

SECTION 4.2. Selling to Students

SECTION 4.3. Staff members are strictly prohibited from selling to students anything of any character for commercial profit or private gain, whether for charity or otherwise, except by special permission of the Governing Board or its designee.

GIFTS TO STAFF POLICY

SECTION 1. Policy Provisions

SECTION 1.1. Staff members and members of the Governing Board shall not accept a gift, favor, loan, reward, political contribution, gratuity, entertainment, transportation, lodging, or meal from students, parents, or persons who conduct business with Graduation Achievement Charter High School except those of nominal value (less than \$50.00).

SECTION 1.2. Advertising items and instructional products that are widely distributed may be accepted.

SECTION 1.3. Expressions of good will from the community as a token of retirement or a job well done may be accepted with the approval of the Superintendent and Chief Operating Officer.

STAFF CONFLICTS OF INTEREST POLICY

SECTION 1. Purpose of the Policy

SECTION 1.1. The purpose of this policy is to ensure that staff members uphold their ethical obligation to avoid situations which present an actual or potential conflict of interest that may compromise decision making and effectively executing the duties of the job.

SECTION 2. Endorsements

SECTION 2.1. No employee of Graduation Achievement Charter High School shall give a written or oral endorsement to any company or representative for promotional purposes for any periodical, book, or product which may be offered for sale to schools, parents or students of the school.

SECTION 3. Non-School Employment

SECTION 3.1. Employees of Graduation Achievement Charter High School are expected to fully and completely fulfill their obligations to the school as a first priority. Outside employment which would interfere with performance or participation in their duties, either during the course of the regular school day or school sponsored events will not be permitted.

SECTION 3.2. The Superintendent and Chief Operating Officer shall make all determinations related to non-school employment. Requests to seek non-school employment are expected in writing prior to engaging in the external employment.

SECTION 4. Personnel Tutoring/Coaching for Pay

SECTION 4.1. The acceptance of gifts or money by personnel from students under their supervision during a school year for coaching or tutoring is prohibited. Whenever the principal, teacher and parents are in agreement that tutoring would be beneficial to a student, arrangements for private instruction may be made under the following conditions:

1. Teachers may not offer private instruction on a fee basis to any student who is presently enrolled in their classes or in likelihood will be placed in their class the upcoming school year. It is incumbent upon professional staff members to assist students in their classes after school and whenever feasible.
2. It is preferred that a tutor be a person who is not on the staff of the school in which a student is enrolled.
3. Tutoring must be done in such a way as not to interfere with the orderly routine of the teacher's regular day and school responsibilities.

SECTION 5. Dual Pay

SECTION 5.1. Employees shall be prohibited from receiving dual pay for services rendered during regular working hours. The employee must forfeit the regular pay or the pay from the other agency, organization or individual. Employees may receive payment for services rendered while on non-medical leave or for services performed other than during the regular working day.

SECTION 5.2. The exception to dual pay would be fees paid for jury duty service, according to the Judicial Duty Leave policy adopted by the Governing Board.

SECTION 6. Political Involvement

SECTION 6.1. Employees are afforded the same rights and freedoms of other citizens to campaign and hold political office; however, such rights must comply with the policies set forth by the Governing Board and should not conflict with the duties of employment, represent an actual or potential conflict of interest, or impact the efficient operations of the school or instruction of students.

SECTION 6.2. An employee who participates actively in a political activity shall not be promoted, demoted, transferred, or terminated solely because of his/her political participation.

CRIMINAL BACKGROUND CHECK AND FINGERPRINTING POLICY

SECTION 1. Purpose of the Policy

SECTION 1.1. The purpose of this policy is to provide for the protection of students and staff by identifying individuals with backgrounds which may potentially pose risk to the health, safety, and protection of staff, students, and property.

SECTION 2. Hiring

SECTION 2.1. A criminal records check will be conducted at or prior to employment on every person who is employed by the Governing Board of Graduation Achievement Charter High School, including substitutes, for the first time. For this purpose, the applicant shall be fingerprinted as required by state law.

SECTION 2.2. All personnel employed shall be fingerprinted and have a criminal record check within the most recent (five) years or upon any certificate renewal application to the Professional Standards Commission.

SECTION 2.3. Non-certified personnel shall also have criminal record checks on a periodic basis, not to exceed every (five) years, using procedures and schedules to be determined by the Superintendent and Chief Operating Officer.

SECTION 2.4. Employment offers are contingent upon a satisfactory criminal record check. If the criminal record check reflects that the employee has not been arrested, charged, pled guilty or no contest, or been convicted of any criminal offense other than a minor traffic violation, the Superintendent and Chief Operating Officer shall have the authority without further authorization from the Governing Board to sign on behalf of the Board a standard (employment contract/ at-will agreement) with the conditions of employment and assignment of the employee as previously approved by the Board.

SECTION 2.5. School Resource Officers shall have a criminal record check, physical, and drug and alcohol test prior to being employed by Graduation Achievement Charter High School. Once employed, School Resource Officer and all staff members who are engaged in safety-sensitive functions or in the Safety and Security Department may be subject to a random drug and alcohol testing.

SECTION 2.6. The Superintendent and Chief Operating Officer shall establish such procedures, fees and regulations needed to administer this policy. The cost of such record checks for all personnel shall be paid by the Board.

PROFESSIONAL PERSONNEL ETHICS POLICY

SECTION 1. Policy Provisions

SECTION 1.1. All employees of Graduation Achievement Charter High School shall endeavor to act with personal integrity at all times and shall comply with the provisions of the Professional Standards Commission Code of Ethics and any other policies, rules, and regulations adopted by the Governing Board concerning ethical behavior, including, but not limited to conflicts of interest and mandatory reporting of child abuse or neglect.