



RE: Greenbrier Academy for Girls
Case 11-CA-23106

June 2, 2011

Answer to Complaint

Complaint: On (b) (6), (b) (7)(C) 2011, the Employer terminated (b) (6), (b) (7)(C) because of (b) (6), (b) (7)(C) union activities.

Answer: The Employer admits that (b) (6), (b) (7)(C) was terminated on (b) (6), (b) (7)(C) 2011. The Employer denies that (b) (6), (b) (7)(C) was terminated due to any "union activities".

At the time of (b) (6), (b) (7)(C) termination, the Employer was not aware of (b) (6), (b) (7)(C) participation in any union activities.

(b) (6), (b) (7)(C) employment with Greenbrier Academy was terminated for a knowing and willful violation of a written Safety Policy, and for no other reason.

Respectfully submitted by:

(b) (6), (b) (7)(C)

Greenbrier Academy for Girls

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From: [Brown Jr., Jasper C.](#)
To: [Shearin, Lisa R.](#)
Subject: FW: Greenbrier Academy for Girls, Case 11-CA-23106
Date: Tuesday, August 9, 2011 5:09:02 PM
Attachments: [REDACTED]email.pdf
[REDACTED]SwornStatement.pdf
2011.06.28 AnswerToAllegations_Final.pdf

From: [REDACTED] [mailto:[REDACTED]@greenbrieracademy.com]
Sent: Monday, August 01, 2011 2:47 PM
To: Brown Jr., Jasper C.
Cc: Newcomer, Penelope L.
Subject: Greenbrier Academy for Girls, Case 11-CA-23106

Mr. Brown,

I have attached our Allegation Response / Position letter for your review, as well as further referenced materials.
Please let me know if you require further materials or responses.

Regards,
[REDACTED]



RE: Greenbrier Academy for Girls
Case 11-CA-23106

July 28, 2011

Answer to Allegations

Mr. Brown,

Here are our responses to the alleged violations, or the alleged factual reports, in your letter dated July 20, 2011.

Response to Allegation 1:

(b) (6), (b) (7)(C) was employed at the Greenbrier Academy as (b) (6), (b) (7)(C) from (b) (6), (b) (7)(C) 2010 to (b) (6), (b) (7)(C) 2011, and reported directly to (b) (6), (b) (7)(C) who served as (b) (6), (b) (7)(C) during that time period. See attachment <(b) (6), (b) (7)(C)> for specific job duties of (b) (6), (b) (7)(C)

Response to Allegation 2:

(b) (6), (b) (7)(C) was given, and also signed receipt for, an Employee Correction Form (ECF) dated (b) (6), (b) (7)(C) 2011 (see attachment <ECF 2011, (b) (6), (b) (7)(C)>) concerning (b) (6), (b) (7)(C) unauthorized approval of a student phone call. (b) (6), (b) (7)(C) signature on this form specifically indicates (b) (6), (b) (7)(C) understanding of, and agreement with, the information in the correction form.

If (b) (6), (b) (7)(C) felt that the correction was unwarranted, (b) (6), (b) (7)(C) was certainly aware at that time of (b) (6), (b) (7)(C) option not to sign the form and appeal the correction to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) as (b) (6), (b) (7)(C) had elected to employ that option on a previous correction form and was granted an appeal and subsequent review.

(b) (6), (b) (7)(C) representation of the situation and nature of the phone call are contradicted in large part by both a first-hand witness report of the phone call (see attachment (b) (6), (b) (7)(C) email>), as well as (b) (6), (b) (7)(C) statements to (b) (6), (b) (7)(C) during (b) (6), (b) (7)(C) final interview:

(b) (6), (b) (7)(C) well there was the (b) (6), (b) (7)(C) phone call thing, where you know i, i, i slipped on that one... and i know that and i hate to say i was manipulated, because i'm an adult and is (b) (6), (b) (7)(C) ..yeah...

(b) (6), (b) (7)(C) so how...

(b) (6), (b) (7)(C) i know that, and you know, i'm... immediately after (b) (6), (b) (7)(C) got off the phone, i made (b) (6), (b) (7)(C) end the phone call, and i called (b) (6), (b) (7)(C) back, and i explained to (b) (6), (b) (7)(C) i said i didn't realize that's why (b) (6), (b) (7)(C) was calling you, you know, that was out of my jurisdiction, i shouldn't have let (b) (6), (b) (7)(C) use the phone. you know, and i explained that to (b) (6), (b) (7)(C) and,

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you know and then i talked to [REDACTED] about it, so, you know...

[REDACTED] ok...

[REDACTED] i knew i screwed up there,..

[REDACTED] right on...so run me through that one again, that's probably the one i'm least familiar with...

[REDACTED] oh...um... [REDACTED] was getting ready to leave for spring break, and [REDACTED] said [REDACTED] needed to call (b) (6), (b) (7)(C) [REDACTED] i think [REDACTED]

[REDACTED] said it was for (b) (6), (b) (7)(C) [REDACTED] you know, just...something with [REDACTED] (b) (6), (b) (7)(C) [REDACTED] and

so i was like, you have 2 minutes...you know...after [REDACTED] asked me for half an hour, i said

fine, you have 2 minutes, talk to your [REDACTED] and the conversation, and then [REDACTED] it

seemed like [REDACTED] started to get ticked about something, you know, back and forth,

and i was like, end the conversation, you know, and then i called [REDACTED] back

and i told [REDACTED] i was like, um...i'm sorry, i must have misunderstood why [REDACTED] needed to

call you. and [REDACTED] like, [REDACTED] wanted some sort of [REDACTED] from [REDACTED] (b) (6), (b) (7)(C) [REDACTED] that [REDACTED]

supposed to get from [REDACTED] (b) (6), (b) (7)(C) [REDACTED] and [REDACTED] hasn't seen [REDACTED] (b) (6), (b) (7)(C) [REDACTED] in years. i'm

like, oh...yeah, that's when i knew that that's...you know, and then i find out later from

[REDACTED] that [REDACTED] refused to go see [REDACTED] (b) (6), (b) (7)(C) [REDACTED] here, that same day, and i was just like

oh crap...and then i talked to [REDACTED] and i was... [REDACTED] like oh, yeah, [REDACTED] (b) (6), (b) (7)(C) [REDACTED] did that.

[REDACTED] did that get into the log? as far as...

[REDACTED] i don't think so...cause, like i said, i called [REDACTED] (b) (6), (b) (7)(C) [REDACTED] and it was just

basically a phone call gone awry. you know, is the way i saw it, because nothing, nothing

was [REDACTED] (b) (6), (b) (7)(C) [REDACTED] nothing, you know, it's not like [REDACTED] called [REDACTED] (b) (6), (b) (7)(C) [REDACTED] and then, i

mean it was just...i let [REDACTED] make a phone call i shouldn't have. and i realize that...and

[REDACTED] (b) (6), (b) (7)(C) [REDACTED] was all up on that, [REDACTED] was like 'oh no [REDACTED] aint going to see [REDACTED] you

know,

Response to Allegation 3:

[REDACTED] (b) (6), (b) (7)(C) [REDACTED] was given, and also signed receipt for, an Employee Correction Form (ECF) dated [REDACTED] 2011 (see attachment <ECF_2011_[REDACTED]>) concerning [REDACTED] bringing knives onto campus and into the community. This action was in direct violation of the Employee Handbook, Section 10 - Health & Safety, Weapon-free Workplace. This action is also specified in Section 11 – Inappropriate Conduct, as 'Dangerous/Unhealthy Behavior', which is correctable, even on a first offense, by termination of employment.

[REDACTED] (b) (6), (b) (7)(C) [REDACTED] assertion that the knives were needed for a cooking class, which was not authorized, is not grounds for violation of any policy, let alone such an important safety policy. [REDACTED] own statements given during [REDACTED] final interview bear out the fact that other options were available which would have complied with the positive control required for all 'sharps' in our environment:

[REDACTED] but i admit, you know, i completely see the point. you know, i should have seen if maybe the cook had something that they have in there that they use during the day that i could use and lock right back up, or, you know.

[REDACTED] right on. i think that would have been a useful solution, for sure.

The witness of another employee who [REDACTED] (b) (6), (b) (7)(C) [REDACTED] also contradicts [REDACTED] (b) (6), (b) (7)(C) [REDACTED] assertion that the knives were always under [REDACTED] (b) (6), (b) (7)(C) [REDACTED] complete control (see attachment < [REDACTED] (b) (6), (b) (7)(C) [REDACTED] SwornStatement>).

Response to Allegation 4:

I am unsure of what response might be required to this statement. If [REDACTED] (b) (6), (b) (7)(C) [REDACTED] cannot make an assertion specific to which [REDACTED] (b) (6), (b) (7)(C) [REDACTED] allegedly made inquiries into

employees alleged 'union activities', I don't see how this complaint alleges any violation of the law.

Response to Allegation 5:

I am unclear how (b) (6), (b) (7)(C) can make any assertions about the nature or content of this meeting, or about activities occurring subsequent to the meeting, as (b) (6), (b) (7)(C) was not present at this meeting, and was, conspicuously, the only (b) (6), (b) (7)(C) not present. (b) (6), (b) (7)(C) had called in sick that morning and had missed a meeting with (b) (6), (b) (7)(C) that was scheduled for 9 a.m. (b) (6), (b) (7)(C) arrived for (b) (6), (b) (7)(C) regularly scheduled work shift at approximately 3 p.m., after which I called (b) (6), (b) (7)(C) to my office to conduct the meeting previously scheduled.

In any event, on May 4, 2011 (b) (6), (b) (7)(C) training meeting was held, beginning at 9 a.m. This meeting was no different than any other Wednesday morning (b) (6), (b) (7)(C) training meeting. These weekly (b) (6), (b) (7)(C) training meetings have been held every Wednesday morning at 9 a.m. since the school opened in 2007. To the best of my knowledge, (b) (6), (b) (7)(C) or (b) (6), (b) (7)(C) always conduct these training meetings. Agendas for these meetings regularly include clinical training and feedback from (b) (6), (b) (7)(C) on how well Treatment Plans are being carried out. Obviously, any problems (b) (6), (b) (7)(C) may be having at any level will affect how well Treatment Plans are carried out; so regular inquiries into (b) (6), (b) (7)(C) well being are not exceptions to the status quo.

As for the assertion that (b) (6), (b) (7)(C) questioned other employees about alleged 'union meetings', I believe some clarification is in order.

First, (b) (6), (b) (7)(C) is not (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) job title is (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) job duties are, in large part, the same as other (b) (6), (b) (7)(C). The differences in (b) (6), (b) (7)(C) responsibilities are outlined in attachment <(b) (6), (b) (7)(C) JobDesc>, are largely clerical in nature, and did not warrant a different job description, so (b) (6), (b) (7)(C) job description is still the same as other (b) (6), (b) (7)(C) with a few additionally assigned duties.

In (b) (6), (b) (7)(C) capacity as (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) has no supervisory authority over any other employees. That role is reserved for (b) (6), (b) (7)(C) (b) (6), (b) (7)(C).

As (b) (6), (b) (7)(C) does not function in a supervisory capacity, and so does not officially represent the Employer, any reasonable inquiries into the status of alleged meetings that might lead to union opportunities would not be unlawful, according to my understanding of Sec. 8. [§ 158.].

Response to Allegation 6:

There was a meeting on (b) (6), (b) (7)(C) 2011. Attendees were (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Greenbrier's (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) Greenbrier's (b) (6), (b) (7)(C). During that meeting (b) (6), (b) (7)(C) questioned (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) various work relationships, including students, peers, and (b) (6), (b) (7)(C) direct supervisor. (b) (6), (b) (7)(C) also questioned (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) various corrections and (b) (6), (b) (7)(C) beliefs associated with the situations surrounding those corrections. At that time (b) (6), (b) (7)(C) did indicate a belief that (b) (6), (b) (7)(C) was unfairly targeting (b) (6), (b) (7)(C) and also that (b) (6), (b) (7)(C) performance may be negatively impacted by (b) (6), (b) (7)(C) relative age and experience.

(b) (6), (b) (7)(C) assertion that (b) (6), (b) (7)(C) indicated (b) (6), (b) (7)(C) would repeal or somehow otherwise withdraw the correction associated with bringing a set of knives onto the Greenbrier campus is somewhat ridiculous on its face. The serious nature of such a knowing and willful violation of Greenbrier's safety policies, and its possibly life threatening implications, preclude the reasonable contemplation of such an act. (b) (6), (b) (7)(C) did not at any time indicate (b) (6), (b) (7)(C) willingness to offer an appeal or to repeal that correction form.

(b) (6), (b) (7)(C) may not remember clearly the details of that meeting, but a possible explanation for (b) (6), (b) (7)(C) assertion could be in a statement (b) (6), (b) (7)(C) made to the effect that a previous correction form given to (b) (6), (b) (7)(C) for (b) (6), (b) (7)(C) inviting students onto (b) (6), (b) (7)(C) personal property for a four-wheeling outing had already been appealed and removed. An excerpt of that comment reads:

(b) (6), (b) (7)(C) right on...so...i guess from my perspective when i look at this, um, you know there's been, starting with the 4 wheeling, which is a murky area, you know...i'll totally give you that one...

(b) (6), (b) (7)(C) and there's no hills or anything, by the way, either, its a flat road that they go on... as we moved forward, you know, i saw additional correction forms come through, you know, and so that gives rise to concern, for myself. Are we correctly retraining you? did we correctly address the issues at hand? you know, um...did you have a good understanding of what the rules were, before you made mistakes? uh, you know, those are the kind of questions that run through my mind, so as i look at the increasing frequency of that, this is why i want to make sure we are following all of our policies internally, um, you know, both uh...you as (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) as (b) (6), (b) (7)(C) so, that's kind of how this has been brought to my attention is i think that given what i've seen so far, you bring a great degree of creativity to the job, you know, but creativity is tricky, though. It's a bit of a two edged sword, if you can't focus on the safety factors involved, that's probably, um...well, there's no question in my mind. it's the over-riding concern, you know, for me, it's the safety of the students. so, as we look at these infractions, which may be somewhat minor, except those that apply to safety issues, you know...there are good reasons why we have policies, you know, not bringing sharps on campus, and things of that variety, um...that's probably the trickiest part of this. um... so as we look at the improvement plans associated with those correction forms, you know, like how we're not going to make that mistake again, right? how are we going to retrain you? um...

(b) (6), (b) (7)(C) also questioned (b) (6), (b) (7)(C) as to (b) (6), (b) (7)(C) opinion on whether Greenbrier had engaged in any unlawful labor practices. Excerpts read:

(b) (6), (b) (7)(C) i don't need to be buttered up, i've would rather just like to be approached in, you know, hey we need to discuss this, not, oh how was your weekend? um...here's a write-up. you know, its...

(b) (6), (b) (7)(C) have you communicated that with (b) (6), (b) (7)(C)?

(b) (6), (b) (7)(C) no, i haven't really, because that's the only time that i talk to (b) (6), (b) (7)(C) (laughs) is when i seem to be, or when i have done something wrong.

(b) (6), (b) (7)(C) sure...

(b) (6), (b) (7)(C) you know, and...

(b) (6), (b) (7)(C) do you think that it would be inappropriate to tell (b) (6), (b) (7)(C) that?

(b) (6), (b) (7)(C) um...that it's insulting to my intelligence? um, basically, um...no (b) (6), (b) (7)(C) could tell (b) (6), (b) (7)(C) (laughs).

(b) (6), (b) (7)(C) do you think there is a possibility that (b) (6), (b) (7)(C) not trying to insult you? but that (b) (6), (b) (7)(C) might actually be interested?

(b) (6), (b) (7)(C) no...im sorry (laughs) its just, i think it's just the way that it makes (b) (6), (b) (7)(C) more

comfortable to approach the situation. and, maybe it makes other people comfortable to start off that way, but you know, i guess its, its just...personalities vary, and i would rather the direct approach. and i think that probably...i have tended, and i take complete responsibility for this, i have in the past rubbed people the wrong way, because i can be blunt, you know. and i'm like, if i'm doing something, tell me. don't beat around the bush, don't go asking other people behind my back, you know, you've seen them do this, don't do that. can you please just come to me? be honest with me, i'll be honest with you.

right...

i think with age, my filter has gotten not so good. and things just kind of, you know. i would prefer the direct approach.

right...

but um...from [redacted] too, you know?

so do you think that um... do you think that we've operated outside the law in any way here? as far as you understand it?

no...well not thus far that i know of, i mean i did bring up to [redacted] that, you know, it's an actual labor issue regarding [redacted] telling, well when [redacted] told me to read the policy manual, i need to come in before my shift starts, and sit down and do some reading with that, the policy manual...that's actually...

so is...when [redacted] told you that,

that was when i first started.

ok, help me understand that a little bit. did [redacted] indicate that you wouldn't be paid for that time?

no, [redacted] said come in, you know, come in before your shift, or you know, you know if you have some extra time to come in early, why don't you sit down in the office and read it?

right...

A specific excerpt of the conversation concerning the reasons for terminating [redacted] employment reads as follows, continuing from the excerpt above:

ok, help me understand that a little bit. did [redacted] indicate that you wouldn't be paid for that time?

no, [redacted] said come in, you know, come in before your shift, or you know, you know if you have some extra time to come in early, why don't you sit down in the office and read it?

right...

and i did bring it up to [redacted] the only time that i've been offered any training was to come in on my own time and sit down.

ok...

you know, in the office...

ok...that makes more sense. and do you think that we would ever operate outside the law? (laughs)

well...i hope not.

it's just an opinion...

no...no, i think you guys really lock everything down tight here, i mean as far as that goes, you know. i know safety is a major concern. i know, cause i have to check everything out at night, and keep track of everything.

right...

and keep everybody out of the office, and you know, safety is a major issue, especially with girls with these kinds of problems. although i really, as far as the one thing i'll tell you, you know, and i do not want this to be a [redacted] bashing session, because [redacted] really is trying, and i'll tell you one thing, [redacted] truly believes this program is going to change the world. [redacted] told me that. i mean like really change the world, so [redacted] has very

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optimistic views. um... but i've never worked anywhere where you are supposed to find your replacement if you call in sick, and when you call in sick [REDACTED] like, well have you found someone to come in for you? really? um, that's actually kind of what management is supposed to handle, rather than someone who's sick trying to call around to all the other [REDACTED] and if you can't find someone to cover for you, you have to come in. which is what happened with [REDACTED] and why i had 12 girls up on the floor one time.

[REDACTED] with [REDACTED] a student?

[REDACTED] wait, with [REDACTED] no i'm sorry, with [REDACTED]

[REDACTED] oh, ok.

[REDACTED] came in with a temperature of 102.3? and i ended up with a lot of vomit on my hands, literally. but anyway, that's like the only labor issue i have, and that's not really a labor issue, that's just a... someone else really needs to take care of that kind of thing. anyway, but i really do believe [REDACTED] is doing [REDACTED] best, you know.

[REDACTED] right on...hmmm, all right, let me review this very quickly...make sure i didn't miss anything... um...so as far as the write-up is concerned for bringing your own knives to campus, you, if i'm not misunderstanding you here, and correct me if i'm misstating the case, you don't believe that that was a significant safety hazard, the way that you controlled it?

[REDACTED] well, i do want to understand that there was a safety issue with it, you know. i completely understand with that, um...something could have happened, you know, potentially. you know, i'll say that it could have happened, you know, i controlled them to the best of my ability. i was with them at all times. and when i wasn't, they were locked up, so...you know. i think, how do i put it, i think i handled it as well as i could for a bad situation (laughs). um...so. that's that.

[REDACTED] ok

[REDACTED] but i admit, you know, i completely see the point. you know, i should have seen if maybe the cook had something that they have in there that they use during the day that i could use and lock right back up, or, you know.

[REDACTED] right on. i think that would have been a useful solution, for sure.

[REDACTED] yeah. cause like i said, we are trying to cut things, we can't, we've got butter knives back there, and you can't slice fallow dough with...

[REDACTED] right. well i think that's probably my biggest concern. there's no question about it. It's just the safety issues are...pretty paramount here. and i think in this case, it's a struggle, but i'm definitely, um...gonna have to let you go for that. i really appreciate all the hard work that you've done and like i've said, the creative spirit that you've brought in here, but i think that that's um, something that we just can't take any chances with.

[REDACTED] absolutely.

[REDACTED] so, um i don't believe that you have any company property, is that correct?

[REDACTED] no...

[REDACTED] right, so no keys or anything right? they're just on [REDACTED] ring.

[REDACTED] yeah. you've got the phone, [REDACTED] phone.

[REDACTED] ok, um, i think that's all i have, um, we'll make sure that we get your final check out to you tomorrow. um, we can either mail that to you, or you can come and pick it up, whatever is convenient.

[REDACTED] ok.

I think this speaks for itself. I don't know how [REDACTED] could be confused about the reason [REDACTED] employment with Greenbrier was terminated.

Response to Allegation 7:

(b) (6), (b) (7)(C) assertion that Greenbrier has a 'progressive discipline system' in which first and second warnings are 'required' prior to discharge is inaccurate. As clearly stated in Section 8 of the Employee Handbook:

'Discharge is an involuntary separation from employment. It may be imposed if an evaluation of the situation indicates that the employee has committed serious misconduct or a series of the same acts of serious misconduct or violation of the same policy.'

'**Employment Status:** The discipline guidelines in this policy are not a contract and do not alter the at-will status of employment, nor do these guidelines create a requirement that employees be disciplined or terminated only for adequate or just cause. The Greenbrier Academy reserves its right to use its sole discretion in determining what discipline is appropriate and in resolving any challenges to discipline.'

In addition, a violation of the Weapon-free Workplace Policy is clearly defined in Section 11 – Inappropriate Conduct, as 'Dangerous/Unhealthy Behavior', which is obviously correctable, even on a first offense, by immediate discharge.

And finally, but most importantly, the Employee Handbook Acknowledgment signature page clearly indicates, in the first paragraph, the at-will nature of employment at Greenbrier Academy. This policy is also congruent with the West Virginia Code, which also indicates the at-will nature of employment in West Virginia as a whole.

As additional information re: the four-wheeling correction given to (b) (6), (b) (7)(C) on or about (b) (6), (b) (7)(C) 2011, and its subsequent appeal and removal from (b) (6), (b) (7)(C) personnel record. After repeal of the official correction form, (b) (6), (b) (7)(C) verbally counseled (b) (6), (b) (7)(C) on the realities of the liabilities associated with that unauthorized activity (see attachment (b) (6), (b) (7)(C) Notes (b) (6), (b) (7)(C)). Its only impact on the discharge of (b) (6), (b) (7)(C) was as an indicator of (b) (6), (b) (7)(C) inability to learn the difference between 'safe' and 'unsafe' activities for students.

Please let me know if you require any additional information regarding this event.

Respectfully submitted by:

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(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

First Aid/CPR

(b) (6), (b) (7)(C)
To: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@greenbrieracademy.com>

Mon, (b) (6), (b) (7)(C) 2011 at 1:37 PM

Hi (b) (6), (b) (7)(C)

I would like to keep this confidential because I would rather not a tense work environment.

I witnessed (b) (6), (b) (7)(C) talking to (b) (6), (b) (7)(C) in the dining hall. (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) to call (b) (6), (b) (7)(C) and tell them that (b) (6), (b) (7)(C) needed (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) that (b) (6), (b) (7)(C) was (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) As simple as that. (b) (6), (b) (7)(C) asked (b) (6), (b) (7)(C) the number, called (b) (6), (b) (7)(C) and left a very unprofessional message on the answering machine. I immediately told (b) (6), (b) (7)(C) and later told (b) (6), (b) (7)(C).

That's all that happened. It was very fast and with no hesitation at all.

Thanks so much-

(b) (6), (b) (7)(C)

Date: Tue, 19 Apr 2011 11:32:45 -0400
Subject: First Aid/CPR
From: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@greenbrieracademy.com>
To: (b) (6), (b) (7)(C) <(b) (6), (b) (7)(C)@greenbrieracademy.com>

[Quoted text hidden]

(b) (6), (b) (7)(C) 2011
(b) (6), (b) (7)(C) Statement

Re: (b) (6), (b) (7)(C) safety violation on (b) (6), (b) (7)(C) 11

(b) (6), (b) (7)(C) walked in to the kitchen on Saturday (b) (6), (b) (7)(C) 2011 and observed (b) (6), (b) (7)(C) with a set of culinary knives brought from home. (b) (6), (b) (7)(C) noted that the knives were left out in the open at the same time the girls appeared to be unsupervised. (b) (6), (b) (7)(C) also noted that there were a number of girls walking around the kitchen without shoes.

This written account of events occurring on Saturday, (b) (6), (b) (7)(C) is accurate and complete to the best of my knowledge.

Signed,

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) 2011

(b) (6), (b) (7)(C) Statement

Re: (b) (6), (b) (7)(C) safety violation on (b) (6), (b) (7)(C) 11

(b) (6), (b) (7)(C) was given permission from (b) (6), (b) (7)(C) to work with the girls in the kitchen specifically on Thursday evening. (b) (6), (b) (7)(C) came in on Saturday instead to make puff pastries with the girls without consulting (b) (6), (b) (7)(C) regarding the change in dates. (b) (6), (b) (7)(C) did not authorize (b) (6), (b) (7)(C) to bring in any utensils from home to use in the kitchen.

This written account of events occurring on Saturday, (b) (6), (b) (7)(C) is accurate and complete to the best of my knowledge.

Signed,

(b) (6), (b) (7)(C)

From: [Brown Jr., Jasper C.](#)
To: [Shearin, Lisa R.](#)
Subject: FW: Greenbrier Academy for Girls, Case 11-CA-23106
Date: Tuesday, August 9, 2011 5:10:18 PM
Attachments: [2011 Employee Handbook.pdf](#)
[ECF 2011 \(b\) \(6\).pdf](#)
[ECF 2011 \(b\) \(6\), \(b\) \(7\)\(C\).pdf](#)
[ECF 2011 \(b\) \(6\), \(b\) \(7\)\(C\).pdf](#)
[JobDesc.pdf](#)
[\(b\) \(6\), \(b\) \(7\)\(C\) JobDesc.pdf](#)
[\(b\) \(6\), \(b\) \(7\)\(C\) Notes.pdf](#)

From: (b) (6), (b) (7)(C) [mailto:(b) (6), (b) (7)(C)@greenbrieracademy.com]
Sent: Friday, July 29, 2011 3:42 PM
To: Brown Jr., Jasper C.
Cc: Newcomer, Penelope L.
Subject: Re: Greenbrier Academy for Girls, Case 11-CA-23106

Mr. Brown,

I am attaching several reference documents, as requested in your letter of July 20, 2011. Our official response / position letter will quickly follow, and address the several allegations specifically.

Regards,
(b) (6), (b) (7)(C)

On Wed, Jul 20, 2011 at 1:24 PM, Newcomer, Penelope L. <Penelope.Newcomer@nlrb.gov> wrote:
Good afternoon (b) (6), (b) (7)(C)

Please find attached a letter in the above subject case from Jasper C. Brown, Jr., Attorney

Penny Newcomer
Compliance Assistant
National Labor Relations Board



GREENBRIER
ACADEMY FOR GIRLS

Employee Handbook

TABLE OF CONTENTS

WELCOME TO GREENBRIER ACADEMY	5
ABOUT THIS HANDBOOK	6
1. GREENBRIER ACADEMY OVERVIEW	7
Mission	7
Organizational Structure	7
2. GETTING STARTED	8
Employment Laws	8
Equal Employment Opportunities	8
Developing Staff and Supervisor Relationships	8
Job Description	8
Identification Badge	8
Appearance	9
Parking	9
Severe Weather and Emergency Conditions	9
New Staff Orientation Process and Evaluation Period	9
Training	10
3. YOUR PERSONNEL FILE	11
Information & Changes	11
Access to Personnel Files	11
4. BENEFIT OPPORTUNITIES	12
Benefit Terms	12
Workers Compensation	12
Health Insurance	12
COBRA	13
Dental Insurance	14
Life Insurance	14
Unemployment Insurance	14
Social Security	14
401K	15
Discount Services	15
5. PAID LEAVE	16
Changes	16
Eligibility	16
Approval & Records	16
Paid Time Off	16
Holidays	17
6. UNPAID LEAVE	18
Definition	18
Changes	18
Eligibility	18
Approval & Records	18
Family and Medical Leave	18
Military Leave	19
Personal Leave	21

7. PAY ADMINISTRATION	22
Work Schedule	22
Work Hours	22
Classifications	23
Rate of Pay	24
Pay Distribution	24
Garnishment	25
Severance	26
8. EMPLOYMENT SUPERVISION	27
Performance Review	27
Corrective Action	27
Resignation	28
Layoff	28
Exit Interview	28
9. PERFORMANCE STANDARDS	29
Compliance	29
Reporting	29
Quality Improvement	29
Client Care	30
Integrity	30
Honesty	30
Respect	31
Courtesy	31
Confidentiality	31
Consensual Relationships	32
Outside Business Interests	32
Solicitation	33
Gratuities	34
Contracts	34
10. HEALTH & SAFETY	35
Disease Prevention	35
Health Maintenance	35
Company Property	35
Staff Property	37
Sexual Harassment Prevention	38
Substance-Free Workplace	39
Weapon-Free Workplace	42
Search & Seizure	42
11. INAPPROPRIATE CONDUCT	43
Examples	43
12. FORMS	
Employee Handbook Acknowledgment	
Confidentiality Agreement	
Employee Handbook Test	

Reserved for Table of Contents cont'd

WELCOME TO GREENBRIER ACADEMY

Dear Staff,

Welcome to Greenbrier Academy. In joining the Greenbrier community, you become an important part of a premiere organization dedicated to personal and family excellence. By working at Greenbrier Academy, we gain the opportunity and the responsibility to make a real difference in the world. Our continued success depends on your contributions and your service to our students and their families, to each other, and to the community around us.

This handbook is designed to provide an overview of the Human Resources policies and procedures at Greenbrier Academy and the many resources and opportunities that are available to you. These pages should assist in understanding what Greenbrier Academy expects from you as a staff member and what you should expect from Greenbrier Academy. For questions not answered here, please speak with your supervisor.

Please take time to familiarize yourself with this handbook. It is intended to help you establish a successful working relationship as a member of the Greenbrier Academy community. By joining Greenbrier Academy, you have become a part of a legacy of great achievement and even greater potential. Let's work together to realize the promise of this great place!

Sincerely,

The Greenbrier Academy Executive Team

ABOUT THIS HANDBOOK

This Employee Handbook is intended only as a helpful guide. Neither this Handbook nor any of its provisions are intended to bind The Greenbrier Academy (the "Company") in any way beyond its sole obligation to pay wages earned and benefits vested through the employee's last day worked. No contract, either express or implied, respecting the procedures, terms, conditions, or duration of employment is created by this Handbook or any of the guidelines contained herein.

EMPLOYMENT AT THE GREENBRIER ACADEMY IS ON AN AT-WILL BASIS, WHICH MEANS THAT YOUR EMPLOYMENT MAY BE TERMINATED BY YOU OR BY THE GREENBRIER ACADEMY AT ANY TIME, FOR ANY REASON OR FOR NO REASON, WITH OR WITHOUT NOTICE, AND WITHOUT ANY PROCEDURE OR FORMALITY. The at-will nature of your employment is not affected by any of the guidelines of this Handbook and cannot be modified by any oral promise from any supervisor or Greenbrier Academy representative or by any other writing unless duly executed by the employee and the Headmaster of Greenbrier Academy.

Greenbrier Academy for Girls retains the exclusive right to interpret the terms of this handbook. The decision to grant benefits and make decisions, in whole or in part, is within the sole discretion of Greenbrier Academy for Girls and such choices shall be final and conclusive.

These guidelines supersede all prior Greenbrier Academy guidelines and procedures, and all statements or commitments, oral or written, concerning the terms and conditions of your employment with Greenbrier Academy. The Greenbrier Academy reserves the right to change, replace, withdraw, or deviate from any of the guidelines contained in this Handbook without prior notice. Employees may be asked to sign separate agreements covering such matters as alternative dispute resolution or protecting confidential and proprietary information of Greenbrier Academy. If you have any questions or wish to have further information about any particular guideline in this Handbook, please contact the Human Resources Department.

1. GREENBRIER ACADEMY OVERVIEW

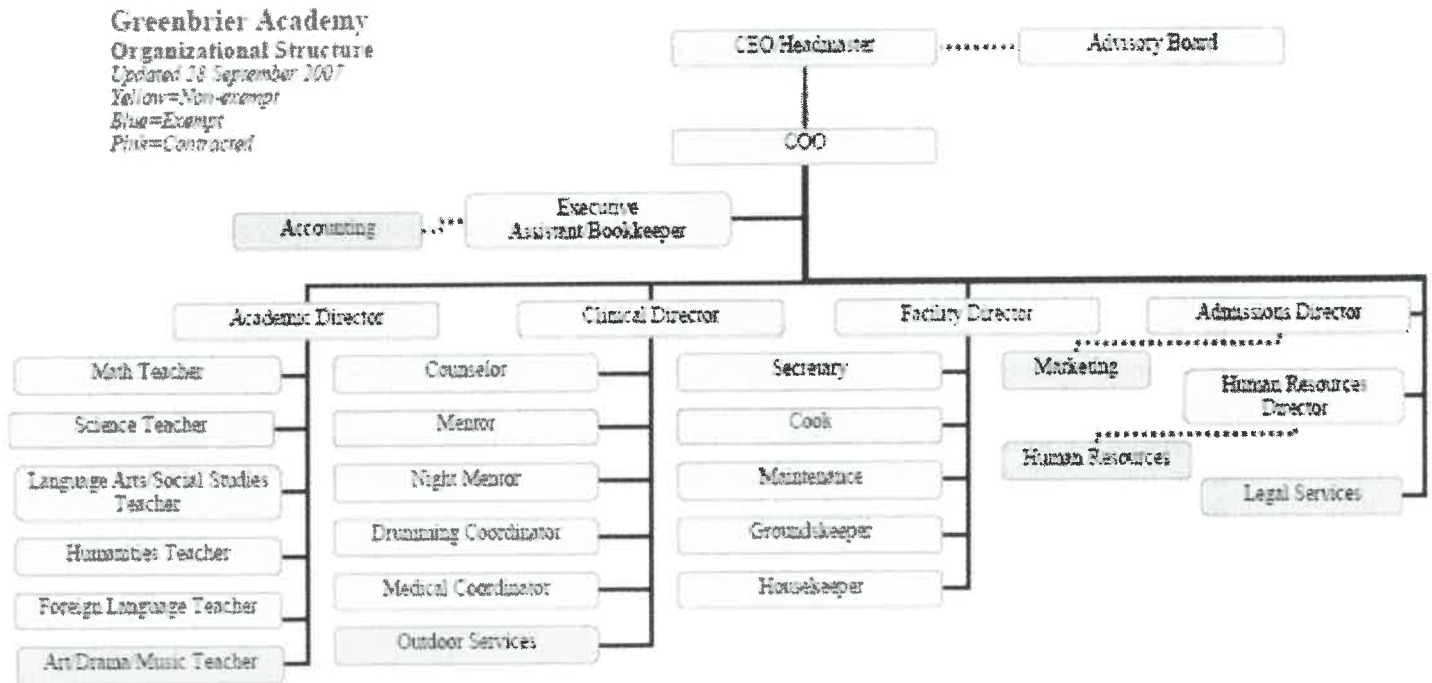
Mission

Greenbrier Academy is a young women’s boarding college preparatory school committed to experiential education and personal excellence, guiding students and families to embrace virtuous relationships, inspiring them to overcome obstacles and discover resources leading to an altruistic life mission.



Organizational Structure

Greenbrier Academy organizes company supervision and duties according to the organizational structure below. Staff should honor supervisory lines of accountability and utilize teamwork at all times in order to carry out the company mission in an orderly and effective way.



2. GETTING STARTED

Employment Laws

Posters outlining applicable employment laws are posted on each worksite bulletin board for staff reference. These posters are intended to inform staff of their rights regarding employment and should be reviewed by each staff member.

Equal Employment Opportunities

The Greenbrier Academy is an equal employment opportunity employer. The Greenbrier Academy prohibits any discrimination based on race, gender, pregnancy, color, national origin, religion, age, disability, or any other status or characteristic protected by law. Discrimination is prohibited throughout all phases of your employment -- including being interviewed, hired, promoted, compensated, and provided benefits.

The Greenbrier Academy forbids retaliation against anyone who reports prohibited discrimination. The Greenbrier Academy's policy is to investigate any complaints of unlawful discrimination and to take any necessary corrective action, up to and including termination. It is also Greenbrier Academy's policy to ensure against and to take corrective action against any employees who harass, embarrass, or retaliate in any respect against anyone who has made a complaint regarding unlawful discrimination. Any complaints concerning unlawful discrimination or retaliation for having raised a complaint should be immediately directed to the Human Resources Department.

Developing Staff and Supervisor Relationships

One of the most critical components of successful performance at Greenbrier Academy is the partnership between staff and supervisors. This partnership provides the underlying structure for successful working relationships. The staff-supervisor relationship relies upon the following set of requirements:

- The communication and understanding of needs and expectations.
- The ability to discuss and resolve questions and problems.
- The sharing of suggestions for improvement of work processes, individual and team performance, and service to others.

Job Description

Written job descriptions are maintained for each position within the company, which include a description of the qualifications, expectations, responsibilities, and supervisory stewardship required. Regularly review your job description with your supervisor to ensure a clear understanding of your duties.

Identification Badge

The Identification Badge is required for all staff. Staff are expected to wear their badge at all times during paid hours. Mentors taking students off-campus for company sponsored events should wear the ID badge during the activity. Additional guidelines for the identification badge include:

- Staff must report a lost or stolen badge to their supervisor immediately.

- The badge is not transferable to another individual under any circumstances.
- All staff must turn in their badge to their supervisor at the end of their employment at Greenbrier Academy.

Appearance

Workplace attire must be neat, clean, and appropriate to the work being performed in the setting in which work is performed. Supervisors should determine and communicate appropriate workplace attire for their staff; uniforms may be required for certain positions.

Minimum Standards. In addition to the appearance guidelines set by the supervising executive, all staff appearance at work should comply with the following minimum standards:

- Shorts, skirts, and dresses at or past the knee;
- Shirt tops with at least short sleeves; (tank tops, fish net, muscle shirts, plunging necklines, or cropped shirts are not acceptable);
- Proper undergarments (i.e., bras and underwear for women; underwear for men);
- Clean, trimmed, and combed hair and facial hair; hairstyles, jewelry, and make up should be kept subtle;
- Clean hygiene;
- Shoes on at all times;
- Clean clothing, free of holes and group-related markings.

Parking

Parking is available to all staff in the north parking lot. Staff should not park in visitor parking areas or non-designated parking areas. Please lock your valuables and any approved student-prohibited items in your car or in a locked cabinet on campus for the safety of the students.

Severe Weather and Emergency Conditions

Greenbrier Academy must maintain essential services and operations during severe weather or emergency conditions. Essential services include keeping students safe, operating dorm facilities, and providing necessary support and administrative services. All staff perform important services and work, and during extraordinary times of severe weather or emergency conditions, some positions require the onsite presence of staff. To ensure continuous operations during these conditions, please follow your supervisor's recommendations regarding attendance, according to the severity of the weather condition.

New Staff Orientation Process and Evaluation Period

Staff have a 90-calendar-day orientation and evaluation period that will begin the first day of regular employment. During this time, the staff member determines if the position meets his or her expectations while that staff member's supervisor decides if the new hire has the knowledge and skills necessary to perform satisfactorily. This period is a time for frequent communication between the supervisor and staff regarding performance

expectations. During this 90-day period, full-time staff accrue paid benefits, but are not eligible to use them until 30 days following the date of hire.

Training

Effective staff development is a continuously active collaboration between Greenbrier Academy supervisors and staff. Greenbrier Academy supervisors are responsible for guiding and supporting the professional development of their staff by offering learning opportunities, creating professional development protocols, and providing coaching and feedback. Staff also share in the responsibility for their own development and should talk with their supervisor about taking advantage of available resources for personal and professional growth. Staff should expect on-going training and recertification for training received on a regular basis.

3. YOUR PERSONNEL FILE

Information & Changes

All information submitted to Greenbrier Academy is subject to verification. Greenbrier Academy reserves the right of immediate dismissal upon discovering misrepresentations or pertinent omissions on any staff information forms.

Personnel files must be kept current and up to date. Staff are responsible for keeping Greenbrier Academy Human Resources notified of any changes of information such as address, name, telephone number, emergency information and related information. Staff are responsible to provide the Human Resources Coordinator with at least the following information:

- Direct Deposit Information
- Copy of Degrees/Certification/Licenses
- Copy of Current Driver's License (if driving students)
- Copy of Current Auto Liability Insurance Card (if driving students)
- W-4 Forms
- I-9 Form & Proof of Citizenship
- Statement of Criminal Record (updated bi-annually)
- Criminal Background Check & Protective Services Check Forms (updated every 5 years)
- Doctor's statement of health and lack of communicable diseases
- Tuberculosis Testing (for staff with direct contact with students renewed annually)

Access to Personnel Files

Greenbrier Academy maintains a personnel file on each employee. The personnel file includes all employment records. Personnel files are the property of Greenbrier Academy and access to the information they contain is restricted. Generally, only supervisors and management personnel of Greenbrier Academy who have a reason to review information in a personnel file are allowed to do so. Employees who wish to review their own file should contact the Human Resources Coordinator. With reasonable advance notice, and without imposing undue inconvenience, employees may be permitted to review their own personnel files in Greenbrier Academy's offices and in the presence of an individual appointed by The Greenbrier Academy to maintain the files.

4. BENEFIT OPPORTUNITIES

Benefit Terms

The Greenbrier Academy provides several benefit programs to employees. The general terms of some of the benefit programs provided are outlined below, however most benefit programs are established and governed by the terms of the appropriate policy or plan. Any specific questions regarding the terms and conditions of benefit programs should be referred to the Human Resources Coordinator.

Workers Compensation

Workers Compensation benefits are available to all employees who are injured on the job. The entire cost of the benefit is paid by Greenbrier Academy. All accidents must be reported to the supervisor and the Human Resources Coordinator immediately (no later than twenty-four hours of the occurrence). Greenbrier Academy must file a report with the State as soon as possible following the accident in order to not jeopardize payment of medical costs.

It is the responsibility of the employee who is injured during work hours and who receives treatment from a medical facility to record the details of the on-the-job injury on a Worker's Compensation Commission (WCC) Employees' and Physicians' Report of Injury Form (WC-1) according to the instructions on the back of the form. The form is generally provided by the medical facility at the time of the visit upon request of the employee. The employee will keep a completed copy and forward a copy to the supervising executive.

Health Insurance

Coverage. Medical coverage is provided through Blue Cross Blue Shield and will continue until the last day of the month of employee separation.

Eligibility. Full-time staff are eligible for health insurance coverage upon completion of the first 60 days of employment (actual working days, not hire date).

Enrollment. Eligible staff may enroll in health insurance after 60 days of employment for effective coverage to begin on the first day of month following the first 60 days of employment. Eligible staff may also enroll during the "open enrollment" period each year in the event of the following:

- The eligible employee missed enrollment within the first 60 days of employment;
- or
- The eligible employee wishes to add dependents to his/her coverage not due to a qualifying event.

Contributions. Staff payments toward health insurance coverage are deducted tax-free from each paycheck. Company and staff contributions are paid at 50% of the individual for medical benefits.

Changes. Staff should coordinate with Human Resources to make any changes to their enrollment information. Enrolled employees may coordinate with Human Resources to make changes to existing benefit levels during the annual “open enrollment” period or due to any of the following “qualifying events”:

- An enrolled employee’s spouse loses his/her job and/or insurance coverage. In this case, the spouse is eligible to be added to the enrolled spouse’s coverage on the first day of the month following the job/insurance loss.
- An enrolled employee acquires a child through birth or adoption. In this case, the enrolled employee may add the new dependent(s) to his/her coverage within thirty days of the event.
- The enrolled employee gets married. In this case, the enrolled employee may add the new spouse within thirty days of the event.

COBRA

The Federal Consolidated Omnibus Reconciliation Act gives employees and their qualified beneficiaries the opportunity to purchase health insurance coverage under Greenbrier Academy's health plan when a "qualifying event" would normally result in the loss of eligibility. Under COBRA, the employee/beneficiary pays the full cost of coverage at Greenbrier Academy's group rates plus an administration fee. If coverage under COBRA is not chosen, the existing health insurance coverage will continue until the end of the month of employee separation.

COBRA may be purchased at the employee’s expense for continuing health coverage upon the following “qualifying events”:

- The death of the employee;
- The discharge of the employee (for reasons other than gross misconduct) or a reduction in the employee’s full-time hours of employment;
- Divorce of legal separation from the employee;
- Employee bankruptcy;
- The employee becomes entitled to Medicare; or
- The dependent ceases to be an eligible “dependent child” under the terms of the health plan.

Greenbrier Academy provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for continued coverage under The Greenbrier Academy's health insurance plan. The notice contains important information about the employee's rights and obligations.

Dental Insurance

Coverage. Medical coverage is provided through United Concordia and will continue until the last day of employment.

Eligibility. Full-time staff are eligible for dental insurance coverage upon completion of the first thirty days of employment.

Enrollment. Upon employment or at open enrollment (which is February, although paperwork must be completed by January).

Contributions. Staff payments toward dental insurance coverage are deducted tax-free from each paycheck. Company and staff contributions are paid according to the following benefit levels: 50% of individual only.

Changes. Staff should coordinate with Human Resources to make any changes to their enrollment information.

Life Insurance

Coverage. Life Insurance is provided through Mutual of Omaha and will continue until the last day of employment. In the event of death of the employee, life insurance benefits will be paid to the employee's family.

Eligibility. Full-time staff are eligible for life insurance coverage upon completion of the first thirty days of employment.

Enrollment. Upon employment or at open enrollment.

Contributions. The company pays all contributions at no cost to the employee for up to \$25,000. Additional life insurance is available at the group rate.

Changes. Staff should coordinate with Human Resources to make any changes to their enrollment information.

Unemployment Insurance

Taxes based on your pay are paid by Greenbrier Academy to provide partial income replacement for you in the event you are laid off or terminated through no fault of your own. If you quit work without cause or are terminated for just cause, you may be ineligible for unemployment benefits.

Social Security

Social Security taxes are paid partially by Greenbrier Academy and partially through deductions from your pay. In addition to providing some retirement income, the program helps your dependents in the event of your death and provides help with medical bills after retirement.

401(k) Retirement – In works

Coverage. Contributions toward the retirement plan may continue until the last day of the month of employee separation, at which time, the employee should make arrangements with the company to transfer the appropriate funds.

Eligibility. Full-time staff are eligible to participate in the 401(k) retirement plan upon completion of the first (to be announced) days of employment.

Enrollment. Eligible employees may enroll in the 401(k) retirement plan within the four enrollment periods annually, which are (example: January, April, July, and October.) Staff will select investment options.

Contributions. Staff contributions toward 401K retirement are deducted tax-free from each paycheck. Employee's may contribute pretax up to __% of his/her paycheck. The company may contribute a percentage along with the employee contribution at a later time.

Changes. Staff should coordinate with Human Resources to make any changes to their enrollment information.

5. PAID LEAVE

Changes

The company reserves the right to modify, amend, or terminate any portion of the leave and benefit opportunities at any time, except as required under state/federal law.

Eligibility

Eligibility requirements for each leave opportunity vary and are indicated in the corresponding section.

Approval & Records

Supervising executives and staff should work together to schedule periods of leave in a way that does not unduly disrupt the operation of the company.

Normal leave is subject to the supervising director's approval and must be requested by the employee and approved by the supervising director on a written Time Off Request Form prior to taking the leave, whenever possible. The supervising director shall keep a copy of the approved Time Off Request Form and forward a copy to Human Resources prior to the leave being taken. Paid leave will be documented on the employee's pay stub each pay period.

All leave taken during Holiday periods is subject to the sole approval of the Chief Executive Officer.

Paid Time Off

Definition. Paid leave is defined as paid non-work time used during a regularly scheduled workday. Staff may use approved paid leave for any reason requiring absence from work, including sickness, jury duty, injury, bereavement, personal, and vacation time. Compensation received from PTO is based upon an employee's regular rate and does not include overtime hours. One day of paid leave constitutes eight hours and may be used in no less than a four-hour segment. Paid leave may not be used before it is earned and does not accrue while staff is using unpaid leave. Whenever possible, staff should schedule paid leave with his/her supervising director at least two weeks in advance of the requested leave. All scheduling of paid leave is subject to supervising director approval, depending on the normal scheduling requirements of the company. The company does not recognize Sick Days or other Compensatory time. Whenever an employee takes time off, the time should be deducted from his/her paid leave balance.

Eligibility. Only full-time staff members are eligible to earn paid leave. Accrual rate is based upon duration of employment. Part-time, on-call, or other temporary staff members are not eligible to earn or take paid leave.

Availability. Full-time staff members are eligible to earn paid leave from the initial date of hire and are eligible to use paid leave upon successful completion of the first 90 days of employment. Employees may only use the amount of paid leave that is recorded on his/her most recent pay stub. Paid leave is earned each bi-weekly pay period starting

from the initial date of hire for full-time staff. The paid leave year is defined between Jan 1 and December 31 annually.

Carry Forward. Earned paid leave that is not used by December 31 of any year may be carried forward to the next year. However, employees may carry forward no more than 160 hours of paid leave from one year to the next. Employees are encouraged to use their time throughout the course of the year, not allowing an over abundance of hours to be built up as the end of the year approaches. Paid leave earned within the current year that is unused and ineligible to be carried forward will be considered void. Sick leave is not forwardable and are considered void on January 1st of the following year.

Holidays

Definition. A holiday is a designated paid non-work day. Salary (exempt) employees do not receive holiday pay (they receive their regular salary regardless of whether they work the holiday or not). Hourly (non-exempt) staff may take the day off (if already scheduled for that day) and receive their regular pay with approval of supervisor. If non-exempt staff are asked to work during a holiday, they will earn 1.5 times their regular pay.

If a holiday falls on a day that is not a regular workday for non-exempt staff, holiday pay does not apply. For example, if an employee normally works Sunday to Wednesday and the holiday falls on Friday, the employee does not receive holiday pay because the holiday falls on regularly scheduled time off.

We recognize four holidays. As an employee, you can choose to take off two of the four holidays, pending supervisor approval of the specific holiday. Company designated annual holidays are as follows:

- New Year's Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

Eligibility. Full-time staff are eligible to receive holiday pay. If staff are asked to work on holidays, exempt staff are paid their regular salary and non-exempt staff are paid at the rate of 1 ½ times their hourly rate. Part-time, substitute/on call or temporary staff are not eligible to earn or take holiday pay.

6. UNPAID LEAVE

Definition

Unpaid leave is unpaid non-work time used during a regularly scheduled workday. The primary purpose of unpaid leave is to protect the employment of staff who wish to temporarily leave work service but plan to return to company service within the time specified. One day of paid leave constitutes eight hours and may be used in no less than an eight-hour segment.

Changes

The company reserves the right to modify, amend, or terminate any portion of the leave and benefit opportunities, except those governed under state/federal law.

Eligibility

All earned paid leave must be used prior to using approved unpaid leave. During unpaid leave, the company will pay the regular employer's share of currently enrolled benefits and the staff member should arrange with the company to pay for his/her share of the currently enrolled benefits; exceptions are outlined in the corresponding sections below.

Approval & Records

Supervising executives are responsible for the proper written documentation and administrative notification of department staff leave prior to taking the leave and according to the corresponding leave guidelines. Supervising executives and staff should work together to schedule periods of leave in a way that do not unduly disrupt the operation of the company.

All leave is subject to your supervising executive's approval and must be requested by the employee and approved by the supervising executive on a written Employee Leave Form prior to taking the leave, whenever possible. The supervising executive may keep a copy of the approved Leave Form and forward a copy to Human Resources prior to the leave being taken.

Family and Medical Leave (FML)

Definition. Although we do not have 50 full-time employees (the minimum for FML to apply), Greenbrier Academy honors with the Family and Medical Leave Act of 1993 on a case-by-case basis when all appropriate documentation is complete. The Family and Medical Leave Act protects employees' jobs and benefits in the event of a medical or family circumstance which may require the employee to take time off from work without pay. Family and Medical Leave is unpaid leave used for family and medical issues. Full-time staff may use unpaid FML for up to a total of twelve weeks within a rolling twelve-month period. Employees may take FML leave in blocks of time less than the full twelve weeks on an intermittent or reduced leave basis when medically necessary, subject to the supervising executive's approval. If you are already receiving payment under workers' compensation or a temporary disability plan, you cannot use accrued paid leave at the same time. The use of paid leave does not extend the 12-week maximum for FMLA leave.

Purpose. FML may be taken for the following reasons:

- The care of a child following birth or the adoption or placement of a child with a staff member for foster care (within 12 months after birth or placement);
- The care of a child, spouse, or parent who has a serious health condition;
- Staff with health conditions serious enough to cause inabilities in normal work performance. A "serious health condition" entitling an employee to FMLA leave means an illness, injury, impairment, or physical or mental condition that involves in-patient care or continuing treatment by a health care provider.

Eligibility. Employees are eligible to use FML if they have worked for the company for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles. A husband or wife who are eligible for FML, both of whom are employed by the company, may be limited to a combined total of twelve weeks during any twelve month period if the leave is for the birth or placement of a child or to care for a sick parent. If they seek FML for their own illness, or to care for an ill child or spouse, each is entitled to twelve weeks.

Notification. FML may be denied if notification requirements are not met. When FML is foreseeable, the employee may request FML from the supervising executive at least thirty days in advance. A medical certification to support a request for FML because of a serious health condition is required, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work. Periodic reports from the staff member to the supervising executive during FML regarding the employee's status and intent to work are recommended.

Return to Work. If FML is due to your own serious health condition, you must provide timely medical certification of fitness-for-duty before returning to work. Employment restoration may be delayed or denied if you fail to provide a fitness-for-duty certification. An employee who returns from FML is entitled to be restored to the same or an equivalent job (defined as one with equivalent pay, benefits, responsibilities, etc.). If you are a key employee, we may deny you reinstatement if it will cause Greenbrier Academy substantial and grievous economic harm. A key employee is a salaried FMLA-eligible employee who is among the highest-paid ten percent of all Greenbrier Academy's workers within 75-miles of the employee's worksite. The employee is not entitled to accrue benefits during periods of unpaid FML leave, but the employer should return him/her to employment with the same benefits at the same levels as existed when FML began.

Military Leave (ML)

Definition. Military Leave is unpaid leave granted for military uniformed service. Service members activated for duty on or after December 10, 2004 may elect to extend their employer-sponsored health coverage for up to 24 months. Service members activated prior to December 10, 2004 may elect to extend coverage for up to 18 months. Employers may require these individuals to pay up to 102% of total premiums for that elective coverage. Pension plan benefits that accrued during military service, regardless

of whether the plan is a defined benefit plan or a defined contribution plan, are guaranteed.

Purpose. ML is primarily intended for uniformed service, which includes:

- Active duty and active duty for training;
- Inactive duty training (such as drills);
- Initial active duty training;
- Funeral honors duty performed by National Guard and reserve members;
- The period for which a person is absent from a position of employment for the purpose of an examination to determine fitness to perform any such duty.

Eligibility. ML may be used by full-time, part-time and probationary staff. Staff may use ML up to a five-year cumulative total with a single employer, with certain exceptions allowed for situations such as call-ups during emergencies, reserve drills, and annually scheduled active duty for training.

Notification. Unless giving notice is unreasonable or precluded by military necessity, staff requiring ML should provide their supervisors with a written or verbal advance notice along with, if available, a copy of the military order. It is recommended that the notice be given to the supervisor at least two weeks before the ML start date. The company requests that the staff member furnish the approximate beginning and concluding dates of his/her training.

Return to Work. Employment discrimination against a person on the basis of past military service, current military obligations, or intent to serve is prohibited. A staff member who returns from ML within ninety days of discharge and who has given the company adequate notification of his/her intent to return to work will be placed in a position equal in status, benefits, and pay to the position which he/she vacated. The pre-service employer must reemploy service members returning from a period of service in the uniformed services if those service members meet the following five criteria:

- The person must have held a civilian job;
- The person must have given notice to the employer that he or she was leaving the job for service in the uniformed services, unless giving notice was precluded by military necessity or otherwise impossible or unreasonable;
- The cumulative period of service must not have exceeded five years;
- The person must not have been released from service under dishonorable or other punitive conditions; and
- The person must have reported back to the civilian job in a timely manner or have submitted a timely application for reemployment.

The time limits for returning to work are as follows:

- Less than 31 days service: By the beginning of the first regularly scheduled work period after the end of the calendar day of duty, plus time required to return home safely and an eight hour rest period. If this is impossible or unreasonable, then as soon as possible;

- 31 to 180 days: The employee must apply for reemployment no later than 14 days after completion of military service. If this is impossible or unreasonable through no fault of the employee, then as soon as possible;
- 181 days or more: The employee must apply for reemployment no later than 90 days after completion of military service;
- Service-connected injury or illness: Reporting or application deadlines are extended for up to two years for persons who are hospitalized or convalescing.

Personal Leave (PL)

Definition. Personal leave is unpaid leave for personal issues.

Purpose. PL is primarily intended for personal issues including but not limited to:

- Specialized experiences;
- Family issues;
- Extenuating personal needs;
- Elective office;
- Formal studies that result in promoting the interests of the company and/or the staff member.
- Educational enrollment;
- Illness/injury or pregnancy for those who do not meet the eligibility criteria for Family Medical Leave.

Eligibility. Before approval, PL must be shown to be of mutual benefit to both the company and the staff member. PL may be granted to full-time staff for a period not to exceed three months; however, once a leave has been granted, a staff member may request extensions in three-month increments for up to one year of PL. Educational PL may be granted for a period of up to one year; however, when a leave has been granted, a staff member may request an extension of an additional year.

Notification. Staff wishing to use PL should decide with the supervising executive the duration and return-to-work arrangements prior to the start of the PL. PL requests should be initiated sixty days prior to the beginning of the desired PL. Extension requests should be submitted to the supervising executive in writing thirty days prior to the end of the PL. Staff who are on PL for illness/injury must provide a physician's release to return to work.

Return to Work. The company is not obligated to guarantee employment to staff using PL. If the company replaces the staff member on PL with another regular staff member, the staff member returning from PL may apply for open positions within the company.

7. PAY ADMINISTRATION

Work Schedule

Attendance. The supervising executive should establish work schedules for staff in their respective department. Employees should follow the designated starting and ending times of their work schedule as closely as possible. Staff should remain on-task and refrain from conducting non work-related business during the work schedule.

Tardiness & Absences. Staff should report their own foreseeable tardiness and/or absences to their supervising executive no later than the designated starting time of the work schedule. Unapproved absence from the designated work schedule for two consecutive workdays or more is considered voluntary resignation. Approved absences of one hour or more should be recorded on the appropriate time sheet, if applicable, and on an Employee Leave Form. Staff may be required to submit a physician's certification in the event of repeated absences for medical reasons or in the event of medical absences exceeding three days. Staff should make every effort to report to work during adverse weather conditions, unless the state governor has declared a state of emergency or traveling in the weather conditions may be life threatening.

Work Hours

Definition. Work hours constitute time spent in physical or mental exertion under the control and direction of the employer constitutes hours worked.

Non-Work Time. Periods during which an employee is completely relieved from duty and which are long enough to enable him/her to use the time effectively for his/her own time are not hours worked;

On-Call Time. An employee who is required to remain on-call on the employer's premises, or so close thereto, or at his home so that he cannot use the time effectively for his/her own purposes is working while on-call. An employee who is not required to remain on the employer's premises but is merely required to leave word at his home or with his/her employer where he may be reached is not working while on-call;

Meeting Time. Attending required company business meetings, lectures & trainings is considered work time. Attending company lectures, meetings, & trainings is not considered work time if it is held during non-business hours, attendance is voluntary, it is not job related, and/or no other work is concurrently performed.

Travel Time. Travel time spent in going between the employee's home and regular work location is not considered work time, including time spent as a passenger on an airplane, train, boat, bus or automobile. The time spent traveling to a special business-related assignment in another city in excess of normal commuting time is considered work time. Travel that keeps an employee away from home overnight is considered work time. Time spent traveling during the workday from job site to job site is counted as hours worked. Travel delays caused by outside factors such as bad weather are not considered work time.

24-Hour Duty. If a non-exempt employee is required to perform twenty-four or more consecutive hours of work time, the employee should consider meal breaks and not more than eight hours of sleep time per twenty-four hour period as work time.

Breaks. During the course of a workday of six or more hours, staff may take at least twenty minutes for meal breaks at times reasonably designated by the supervising executive. A meal break exceeding twenty minutes should be counted as non-work hours for non-exempt staff.

Overtime. Non-exempt employees should receive verbal approval from the supervising executive prior to working over forty hours during a seven-day workweek. Overtime should be documented on the corresponding time sheet. Averaging of hours over two or more weeks is not counted as overtime. Exempt employees are not eligible for overtime.

Reporting. Non-exempt staff should complete a time sheet for each pay period and submit it to the supervising executive for approval no later than the last day of the corresponding work week. Greenbrier Academy reserves the right to require salaried employees to use the time clock. Time clock entries must reflect the actual hours of work. Staff should not record the time of any other employee or request that another employee record his/her time. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Classifications

Non-Exempt. Staff who perform job duties not determined to be exempt, as outlined by federal guidelines, should be assigned a non-exempt classification and are subject to at least minimum wage and overtime pay according to the record of hours worked.

Exempt. Staff who perform job duties determined to be exempt, according to federal guidelines, from minimum wage and overtime pay requirements.

Full-Time. One who is hired for a permanent position in the company, who has completed the probationary period, and works at least 35 or more scheduled hours per week.

Part-Time. One who is hired for an indefinite period and works less than 35 scheduled hours per week.

Substitute/On Call. One who is hired for a limited period of time on an as-needed basis, working full or part-time hours.

Temporary. One who is hired for a determined short period of time, working full-time or part-time hours.

Rate of Pay

Minimum Wage. All staff should be paid at a rate no less than the current legal minimum wage.

Overtime Pay. Non-Exempt staff should be paid one and one-half times the regular rate of pay for all hours worked in excess of 40 hours a week; Exempt staff may not receive overtime pay.

Pay Ranges. The Headmaster should review and establish company pay ranges annually to ensure fair compensation. Supervising executives should assign a fair pay rate for each employee within the pay ranges assigned to his/her job description and based on the following staff factors:

- Workload;
- Performance;
- Experience;
- Knowledge & skill; and
- Education level.

Probationary Pay. The supervising executive may assign a probationary rate of pay for staff during the first ninety days of employment. The supervising executive may recommend a documented pay raise to the Headmaster at the end of the initial ninety days for staff who have demonstrated acceptable job performance. Pay raises may take effect upon documented approval of the Headmaster.

Pay Raises. The supervising executive may recommend a documented pay rate increase to the Headmaster based on an individual's annual performance evaluation and annually approved pay ranges. Supervising executives may recommend a documented pay raise to the Headmaster for staff whose job duties or classifications have changed and correspond to a higher rate of pay. Pay raises may take effect upon documented approval of the Headmaster.

Pay Decreases. The supervising executive may recommend a documented pay decrease to the Headmaster for staff whose job duties or classifications have changed and correspond to a lower rate of pay. Pay decreases may take effect upon documented approval of the Headmaster. No employee should be reduced in wages in order to eliminate an existing, past or future wage discrimination or to effectuate wage equalization.

Staff Notification. The supervising executive will notify staff in writing of any changes in pay rate, time, terms, or place at least one full pay period prior to the effective date of such change.

Pay Distribution

Payday. Pay checks are distributed every other Friday, totaling 26 pay periods per year. The biweekly pay period begins at 12:00 a.m. on Monday and runs 14 consecutive workdays, ending at 11:59 pm on the second following Sunday. When a payday falls on a

holiday, paychecks will be issued on the preceding workday. Should payday fall on a holiday, checks will be issued the day before.

Direct Deposit. Direct deposit provides the convenience of having paychecks electronically deposited into employee checking or savings accounts. All staff are required to participate in direct deposit.

Pay Stub. Pay stubs are sent to an email designated by each staff member. Each paycheck should include an itemized statement for each pay period, including:

- Hourly/Salary rate;
- Overtime rate;
- Bonus and incentive pay;
- Paid Leave and Holiday Pay; and
- Any amounts deducted from the employee's pay, including the amount and authority for which monies were deducted (e.g., health insurance, withholding tax, state taxes, FICA, social security, etc.).

Special Paydays. Staff should be paid for wages and benefits earned in cases of the following special events:

- Discharge. Pay all wages, including fringe benefits, within seventy-two hours of the last hour of employment;
- Resignation or Quitting. Pay all wages, including fringe benefits, at the regular payday, except if one pay period's notice is given by the employee, all wages including fringe benefits must be paid at the time of quitting;
- Lay-off or Strike. Pay all wages, including fringe benefits, at the next regular payday, except if requested by the employee all wages, including fringe benefits, must be paid by mail;
- Death of Employee. Pay the deceased employee's relatives wages owed up to eight hundred dollars;
- Pay Default. In addition to the regular wages and fringe benefits, pay an amount equal to his/her wages for each day the employer is in default of pay, up to thirty days. The payment of wages improperly withheld does not cure the default for that period the employer was in default.

Corrections. In the event of an error in payment, staff should contact their supervising executive immediately, who will then contact the appropriate support staff to correct the matter. The bookkeeper may determine how the error is to be corrected – either through a manually created paycheck or in the individual's subsequent paycheck. Any questions from staff concerning how or when corrections will be made should be directed to the supervising executive.

Garnishment

Legal orders to deduct or garnish overdue amounts from staff paychecks should be kept within the following guidelines per pay period.

Standard, Except Child Support, Bankruptcy, or State/Federal Tax. The weekly garnished amount may not exceed the lesser of two figures:

- Twenty-five percent of the employee's disposable earnings; or
- The amount by which an employee's disposable earnings are greater than thirty times the current federal minimum wage;

Child Support or Alimony. The weekly garnished amount may not exceed:

- Fifty percent of a worker's disposable earnings if the worker is supporting another spouse or child; or
- Sixty percent if the worker is not supporting another spouse or child;
- An additional five percent may be garnished for support payments more than twelve weeks in arrears.

The company may not deny employment to, or discharge the employment of, any person solely because that person has been subject to wage assignment garnishment or has filed a petition of bankruptcy, regardless of the number of levies made or proceedings brought to collect that debt.

Severance

Greenbrier Academy employees have no entitlement to severance pay. If an employee is discharged for poor performance or violations of Greenbrier Academy guidelines, severance pay is generally not offered. If, at its discretion, Greenbrier Academy decides to grant severance pay, such payments shall be determined by Greenbrier Academy at the time of separation based on current business conditions and other factors.

Should Greenbrier Academy decide to offer severance pay to any employee, eligibility for receipt of such severance will require the employee to sign a legal release giving up the right to bring any legal action against Greenbrier Academy contesting the termination or any other aspects of the employment relationship.

8. EMPLOYMENT SUPERVISION

Performance Review

Performance Reviews are designed to keep open, frank lines of communication between the supervisor and the employee, to give continual feedback and validation for good work and effort, and to give direction on priorities and assistance to better perform his/her job. They provide supervisors with a legitimate basis for making staff decisions, including pay rates, training, and job placement decisions. Supervisors will conduct performance reviews with assigned staff at least annually. Supervisors give the staff being reviewed the opportunity to discuss performance expectations and provide written comments on the Performance Review Form prior to filing it in the staff member's personnel file.

Corrective Action

Notification. The supervising executive is responsible for providing the assigned staff with notice of any inappropriate conduct and an opportunity to improve, according to applicable company policies. Upon learning of an employee's unacceptable performance, the supervisor should conduct an investigation according to company guidelines.

Evaluation. Corrective action is considered cumulative for repeated misconduct of the same nature, starting from the probationary period end date until the date of discharge. Corrective action may result in one of three of the following written supervisory decisions:

- Warning is a written action taken for significant misconduct, inadequate performance, or repeated infractions. An employee may receive no more than two written warnings for behavior of the same kind before subsequent misconduct of the same nature may result in suspension;
- Suspension is a temporary, enforced absence of three regularly scheduled workdays on a non-pay status that may be imposed for repeated misconduct or lesser infractions of the same kind. An employee who reaches the "suspension" level for the second time may be discharged;
- Discharge is an involuntary separation from employment. It may be imposed if an evaluation of the situation indicates that the employee has committed serious misconduct or a series of the same acts of serious misconduct or violation of the same policy.

Appeal. When an employee is subjected to corrective action and feels that a mistake has been made, the employee may request review of the discipline by the Headmaster. Depending on the circumstances, the Headmaster may grant or deny the request for review and has no obligation to permit review. If review is granted, the Headmaster will typically discuss the matter with the employee and/or the supervisor concerned. An employee who does not request review of discipline within two working days after receiving notice of corrective action is deemed to have accepted the discipline issued as appropriate.

Employment Status. The discipline guidelines in this policy are not a contract and do not alter the at-will status of employment, nor do these guidelines create a requirement that employees be disciplined or terminated only for adequate or just cause. The Greenbrier Academy reserves its right to use its sole discretion in determining what discipline is appropriate and in resolving any challenges to discipline.

Resignation

Should staff decide to resign employment at Greenbrier Academy, the supervising executive should receive written notification at least two weeks in advance. Not only does this demonstrate professional courtesy, but it gives your supervisor the opportunity to adjust plans with the least amount of interruption to Greenbrier Academy's work schedules. Greenbrier Academy will automatically consider an employee to have voluntarily resigned from his or her employment if the employee:

- Fails to return from an approved leave of absence on the date Greenbrier Academy specified, or
- Fails to report to work without notice to Greenbrier Academy for three consecutive days.

Layoff

If a reduction in work force becomes necessary, The Greenbrier Academy will select employees for termination based on Greenbrier Academy's present and future needs. If a layoff becomes necessary, Greenbrier Academy may consider seniority, skills, performance and staffing needs, in determining which employees will be laid off. Any employee who is laid off in connection with a reduction in force who is recalled within 45 days after their termination date is considered a reinstated employee. The seniority and eligibility for leave accumulation of a reinstated employee relates back to the reinstated employee's original date of hire. Eligibility for medical and other benefits of reinstated employees is determined in accordance with the governing provisions of the applicable medical or other benefit plan.

Exit Interview

If your employment ends for any reason at Greenbrier Academy, you may be asked to participate in an exit interview. This interview is intended to give you an opportunity to communicate your views concerning your work with Greenbrier Academy. At the time of the interview, you are expected to return all Greenbrier Academy-furnished property, such as tools, equipment, software, ID cards, keys, credit cards, documents and handbooks. Arrangement for clearing any outstanding debts with Greenbrier Academy and for receiving final pay also will be made at this time.

9. PERFORMANCE STANDARDS

Compliance

Greenbrier Academy advisory council members and staff should be aware of and comply with company guidelines and applicable federal and state laws and regulations. Staff should comply with written and/or verbal work instructions given by their supervising executive. Staff and supervisors should honor the company lines of supervision in work-related job performance.

Reporting

During employment, staff should report any personal arrests or convictions of a misdemeanor or felony to the supervising executive no later than seven days after the incident. Staff who are convicted of a criminal offense while employed by the company may be subject to dismissal and ineligibility for rehire.

Reasonable Cause. Advisory councils members and staff should recognize and report any concern about possible illegal or unethical behavior according to the following:

- **Informal Resolution.** If any have reasonable cause to believe that another is violating legal, company, and/or ethical guidelines, an attempt to first resolve the issue informally with the other party is encouraged, provided that such action does not violate confidentiality rights that may be involved.
- **Reporting Suspected Violations.** When an informal resolution is not appropriate or feasible, the suspected violation should be reported to the appropriate Director and/or legal authority, unless this action conflicts with confidentiality rights. Such reports made in good faith should be acted upon responsibly and without retaliation. Information regarding suspected or confirmed violations, including the identity of the reporter, should be kept confidential and made available only as necessary to conduct an investigation into the facts of the matter and to give the accused party a fair opportunity to respond to the complaint.
- **Unwarranted complaints.** The reporting of complaints that are unwarranted or intend to harm another rather than to protect the best interests of the company and clients should not be initiated, participated in, or encouraged.

Quality Improvement

Effectiveness. Advisory council members and staff should maintain company standards and continually seek to improve the effectiveness of the company mission and objectives. Should company standard guidelines pose an ethical conflict, staff should specify the nature of the conflict to his/her supervisor and/or appropriate company executive. The company should pursue appropriate measures to correct the laws, guidelines, and regulations that are not consistent with sound client service goals.

Competence. Staff should demonstrate a commitment to gain knowledge, personal awareness, sensitivity, and skills pertinent to working with the client population. Staff are encouraged to engage in continuing education and training to maintain their professional competence.

Client Care

Priority. Governing body, advisory council members and staff should make the well-being of clients the fundamental value of company decision making and actions. Company actions that seek to meet personal needs of staff at the expense of clients are discouraged. Direct care staff with personal problems or conflicts that may be detrimental to a client or others should not provide services until the problems or conflicts are resolved.

Treatment. Governing body, advisory council members and staff should understand, respect and consistently uphold the rights, responsibilities, and appropriate discipline of clients according to company policy. Staff should act as a role model to students at all times, especially when staff don't think students are watching.

Welfare. Advisory council members and staff should make every effort to promote the welfare of clients and encourage client growth and development. Staff should make every effort to protect residents from conditions detrimental to learning, health, or safety. Staff should make efforts to communicate to parents all information that should be revealed in the interest of the resident.

Integrity

Advisory council members and staff should fulfill their professional responsibilities with integrity. Staff should provide company services within the boundaries of their competence, based on their education, training, supervised experience, state and national professional credentials, and appropriate professional experience. Staff should honor job contracts and/or responsibilities agreed upon to the best of their ability until fulfillment or release.

Honesty

Advisory council members and staff should represent and operate a service or program in an honest and upright fashion. Misrepresenting, misleading, deceptive or illegal activity is not tolerated. Staff should not willfully or intentionally:

- Misrepresent official policies of the company and should clearly distinguish those views from his/her own personal opinions;
- Present false statements or judgments about clients, staff and/or affiliates of the company;
- Present facts that include distortion, bias, or personal prejudice;
- Use professional privileges or company or client property for personal gain through political, social, religious, economic, or other influences;
- Accept or influence others to accept private fees, remuneration, or favors for rendering services to persons who are entitled to such services through the company;
- Influence, offer payments or favors to others to do something unethical or illegal;
- Enter into a contractual obligation or vendor relationship on behalf of the company without prior approval from the company.

Respect

Advisory council members and staff should respect the diversity of others, including discouraging and refraining from discrimination regarding hiring, promotion, discharge, compensation, benefits, training, classification, referral, or terms of employment based on age, color, culture, disability, ethnic group, gender, race, religion, sexual orientation, marital status, or socioeconomic status. Advisory council members and staff should respect fellow work associates without regard to their position or level within the company. Freedom to express opinions, raise questions and concerns without fear of harassment, retribution or retaliation by others is encouraged.

Courtesy

Advisory council members and staff should treat all others with courtesy, which includes refraining from and denouncing conduct that is unduly coercive, intimidating, harassing, violent, foul, sexual in nature, or verbally or physically threatening. Actions, words, jokes, or comments which exhibit disrespect or are demeaning to an individual's gender, race, ethnicity, age, religion, disability, veteran or marital status will not be tolerated.

Confidentiality

Definition. Advisory council members and staff should not unduly alter or reveal confidential information to unauthorized parties concerning the following, unless written release is obtained by the parties involved or required by law:

- Client and client services according to the guidelines outlined in Greenbrier Academy policy.
- Company owned patents, copyrights, trade secrets, records, data, forms, contracts, policies, strategies, plans or intellectual property; or
- Personnel records.

In the course of your employment, you may receive or be exposed to information regarding Greenbrier Academy, co-workers, customers, suppliers, vendors, margins, sales profits, business plans, financial information, and other information which Greenbrier Academy considers proprietary and/or confidential. You are required to maintain strict confidentiality with respect to information pertaining to Greenbrier Academy's business and operations and any such information regarding its customers. Such information should not be discussed with anyone other than Greenbrier Academy's employees with a legitimate need to know. Employees may not remove or make copies of any Greenbrier Academy records, reports or documents without prior management approval.

Confidentiality Agreement. Each employee is responsible for safeguarding confidential information obtained in connection with his or her employment. Employees are required to sign a confidentiality agreement and/or non-compete agreement as a condition of employment or continued employment with Greenbrier Academy. From time-to-time, these agreements may be altered and Greenbrier Academy may ask that all existing employees cooperate in the execution of these agreements.

Consequences. Inappropriate disclosure of proprietary and/or confidential information or removal of records may result in disciplinary action up to and including dismissal, whether or not the employee personally benefits from the disclosure of such information.

Consensual Relationships

Romantic and/or sexual relationships between supervisors and directly reporting staff are strongly discouraged. Such relationships have the potential for adverse consequences for all involved parties. Given the fundamentally unbalanced nature of these types of relationships, any apparently consensual capacity of the relationship may cast doubt upon the objectivity of the supervisor.

Outside Business Interests

Purpose. In order to preserve the common corporate interest in a continued, efficient and profitable operation and to protect Greenbrier Academy and its employees' reputation for integrity, a statement of policy is needed to:

- Define clearly the rights and responsibilities of Greenbrier Academy's employees in their direct or indirect business relationships with outside individuals, companies and organizations; and
- Establish an effective procedure for disclosure of transactions or situations in which there may be actual or potential conflicts with The Greenbrier Academy's interests.

Definition. It is the policy of Greenbrier Academy to recognize and respect the rights of its employees to engage in outside financial, business or other activities which they may deem proper and desirable provided that:

- Such outside activities are legal;
- Such activities do not impair or interfere with the conscientious performance of Greenbrier Academy duties;
- Such activities do not involve the misuse of Greenbrier Academy's influence, facilities or other resources; and
- Such activities do not discredit the good name and reputation of Greenbrier Academy.

Accordingly, for all business relationships with outside individuals and organizations and for all personal business undertakings, all Greenbrier Academy employees should:

- Act in accordance with the law, established Greenbrier Academy standards and their own good consciences.
- Consider the rights, interests and responsibilities of Greenbrier Academy, its subsidiaries, outside individuals and organizations and themselves.
- Protect their own reputations and the interests of Greenbrier Academy against actual or potential conflicting interests with outside parties.
- Not hold investments or any other direct or indirect financial interest in the business of a supplier or customer of Greenbrier Academy, or in any enterprise to which financing accommodations are, or may be extended by The Greenbrier Academy. (Investments are not intended to include ownership of securities in a publicly owned Greenbrier Academy if the investment by the employee or his/her

immediate family is less than 1% of the outstanding stock of such Greenbrier Academy, except with respect to employees in a position to influence or affect the business relationship between Greenbrier Academy and such publicly owned Greenbrier Academy). Investments in non-public, competing companies are prohibited.

- Avoid any attempt to preempt or usurp a corporate opportunity as, for example, to purchase or sell land or intellectual property rights in which Greenbrier Academy has or may have an interest.
- Avoid any interest in or relationship with an outside organization or individual having business dealings with Greenbrier Academy if this interest or relationship might tend to impair the ability of the employee to serve the best interests of Greenbrier Academy.
- Avoid doing business with a relative (or a Greenbrier Academy with which a relative is associated) on behalf of Greenbrier Academy unless the facts are disclosed and authorized approval is received in advance.
- Not accept any loan, gift or favor from a supplier or customer or other source that has business relations with Greenbrier Academy. However, employees may accept gifts or favors of nominal value or casual entertainment that meet all standards of ethical business conduct.

Reporting. This policy requires every employee to disclose promptly, in writing, any personal situation or transaction which is or could be in conflict with the intent of this policy. Disclosures will be made to immediate supervisors and, in appropriate situations, to the Headmaster.

Solicitation

Definition. Staff are not permitted to conduct any type of solicitation during working time including, canvassing, collecting funds, soliciting pledges, circulating petitions, soliciting memberships in any organization or any other such activity undertaken for any purpose. Solicitations include but are not limited to efforts to raise or collect money for or support charitable or other causes, or to sell products or services.

Staff are not permitted to distribute any non-Greenbrier Academy literature or other materials, such as leaflets, letters, petitions or any other written materials during working time or in working areas. As used in the guidelines, "working time" includes the time of the employees doing the soliciting or distribution and also the working time of the employee or employees to whom the soliciting or distributing is directed. No employee is permitted to distribute any such literature or other materials at any time in any Greenbrier Academy public area.

Persons not employed by Greenbrier Academy are not permitted, at any time or in any manner, on any Greenbrier Academy property to conduct any form of solicitation or to distribute any literature or other materials to any employee of Greenbrier Academy or to any visitor of Greenbrier Academy.

Gratuities

Gifts of monetary value and/or money from clients or vendors should not be accepted by staff. Gratuities should be returned with an explanation of company guidelines. Staff should not give gifts of monetary value, money, or purchase materials for clients or vendors.

Contracts

Governing body, advisory council and staff members should not enter into a contractual obligation or vendor relationship on behalf of the company without prior approval from the supervising executive.

10. HEALTH & SAFETY

Disease Prevention

Staff who are affected with any disease in a communicable form, or while a carrier of such disease, or while affected with infected wounds, open untreated sores or a respiratory infection should not work in any capacity in which there is a likelihood of transmitting disease to another person. Staff should practice standard precautions to prevent the possible spread of communicable diseases by:

- Wearing clean outer garments and maintain a high degree of personal cleanliness;
- Conforming to good hygienic practices while on duty;
- Thoroughly washing hands and the exposed portions of arms with soap and warm water before starting work, during work as often as necessary to keep them clean, and after eating, drinking or using the toilet.

Health Maintenance

Advisory council members and staff should make every effort to maintain sound mental health, physical stamina, and social prudence necessary to perform the duties of his/her professional assignment. Inability to do so should be reported to the appropriate supervising executive.

Company Property

Definition. Company property is defined as materials and/or information used to accomplish company goals and objectives, including but not limited to:

- Media equipment;
- Records;
- Technology;
- Land and buildings; and
- Motor equipment & tools.

Purposes. Any use of company services, supplies, or property that is not directly related to business purposes is prohibited, unless in cases of emergency. Staff should obtain permission from the appropriate supervising executive to use and/or remove company property from its designated area prior to use. Staff should return the property upon completion of use or upon demand of the company to the supervising executive. The company reserves the right to inspect any and all company property to ensure its proper use.

Liability. Staff should respectfully use and maintain company property to avoid unnecessary waste, abuse, and loss. Staff should use authorized property in a safe manner and according to manufacturer guidelines, licenses, or copyrights, if any. Staff may be held financially responsible for the loss or willful damage of company equipment that has been issued to him/her.

Monitoring. Greenbrier Academy's confidentiality and business interests require Greenbrier Academy to reserve the right to access and, when appropriate, disclose

information created or sent on, or deleted from its company property. Staff should therefore refrain from using Greenbrier Academy's company property for personal communications which staff consider confidential. Monitoring may occur at any time. Staff are prohibited from using unauthorized codes, passwords or other means to gain access to company property.

Media Equipment. Company media equipment includes but is not limited to: computers, printers, faxes, scanners, copiers, telephones, cell phones, radios, pagers, satellite phones, projectors, televisions, and cameras. Specific guidelines for staff use are as follows:

- Telephones. Landline phones are assigned long distance telephone code numbers for each employee, which should be keyed in each time a long distance business call is made. Calling cards should be used when making a personal long distance call from company phones and personal calls should last no longer than five minutes.
- Cell Phones. Staff should comply with the allowed minutes and call areas associated with the phone plan to prevent extra charges.

Records. Company records include but are not limited to: tapes, DVDs, VHS, files, graphics, photos, data, literature, information, patents, copyrights, trade secrets, forms, contracts, policies, strategies, plans, and intellectual property. Records should be treated according to the confidentiality guidelines in this manual.

Technology. Company technology includes but is not limited to: telephone and internet lines, computer and/or network-based hardware and software, computer-and/or network-based files and data, email, and website. Specific guidelines for staff use are as follows:

- Internet. Employees may use their Internet facilities for non-business research or browsing during mealtime or other breaks, or outside of work hours, provided that all other usage policies are adhered to. Any file that is downloaded must be scanned for viruses before it is run or accessed. Files containing sensitive company data that are transferred in any way across the Internet must be encrypted. Staff who obtain an internet password or ID from the company must keep them confidential.
- Software. All outside software (including shareware or other software brought in across the Internet) must be pre-approved by your immediate supervisor and must be work-related. Verification must be made that outside software is virus free before it can be installed on any Greenbrier Academy computer. Under no conditions will Greenbrier Academy condone the use of unlicensed or pirated software for any reason or at any time.
- The following technology usage is prohibited:
 - Executing non-business gaming;
 - Creating, storing, sending, or viewing pornographic material;
 - Downloading, uploading and/or executing virus, worm, Trojan horse or trap-door program code;
 - Using e-mail user IDs other than one's own ID;

- Misrepresenting an individual's identity or source of communication or data;
- Illegally accessing or attempting to access another person's data or personal system files;
- Corrupting, destroying, deleting, or manipulating system data with malicious intent;
- Requesting that inappropriate material be transferred;
- Violating safety, security, and/or supervisory guidelines when using e-mail, chat rooms, and other forms of direct electronic communications;
- Hacking or any other unlawful online activities, including downloading or distributing pirated software or data;
- Disclosing, using, or disseminating personal information regarding minors;
- Solicitations, chain letters, sexual or ethnic images, jokes or slurs, defamatory statements, idle gossip, stalking, threats, or harassment.

Land and Buildings. Company land and buildings include but are not limited to physical ground and/or structures that are owned, leased, controlled, or used for company purposes. Specific guidelines for staff use are as follows:

- **Cleanliness.** Staff should keep company work areas, buildings, and land clean and neat at all times. Littering is prohibited and recycling is encouraged.
- **Pets.** Dogs and other pets belonging to employees, visitors, or students are not permitted on company land or buildings.
- **Visitors.** Visitors, friends, family, alumni students or parents, referring consultants, and clients are welcome to visit on company property with the approval of the supervising executive prior to the visit. Visitation should be kept within day-time business hours whenever possible. Visitors on company property should be accompanied by a staff member at all times.

Motor Equipment and Tools. Company motor equipment and tools include but are not limited to: vehicles, lawn and maintenance equipment and tools, and ATVs/4-Wheelers. Company motor equipment on company property should remain locked at all times. Keys should be kept safely away from unauthorized parties. Specific guidelines for staff use are as follows:

- **Vehicles.** Supervising executives may approve the operation of company vehicles by staff who meet the requirements outlined in the "Vehicle Operation Training Manual." Authorized staff should transport students in company-insured vehicles only, except in cases of emergency. Authorized staff transporting students should provide a current driver's license and a certificate of personal automobile insurance to be filed in the staff personnel file.

Staff Property

Responsibility. Staff are responsible for the safe keeping of their own personal property used on company property. The company is not liable for damage or potential risks associated with using personal property for company business.

Vehicles. Staff should not transport students in personal vehicles, except in cases of emergency. In the event that employees use personal vehicles for company business, personal automobile insurance with liability coverage of at least \$100,000.00 must be in possession of the vehicle by at least the minimum requirements of the law. The employee's personal vehicle insurance will be the primary source of insurance coverage for the employee, his/her car, and any occupants or third parties involved with the employee in an accident, including students and/or staff. After the personal insurance has paid any claims it may cover for third parties, company liability insurance will cover any liabilities or defend the company for claims against the company from students or staff or other third parties involved in any accident. The company vehicle insurance will not pay for a lawyer to represent the employee in any lawsuit against him/her. Personal vehicle insurance may cover legal fees. The company will not pay for damage done to the employee's personal vehicle, unless an employee driving a company vehicle for company business damages the employee's personal vehicle. Employees using personal vehicles for company business may be reimbursed the standard federal mileage rate to cover fuel and wear & tear.

Security. Staff vehicles on company property should remain locked at all times. Keys should be kept safely away from unauthorized parties. Unauthorized possessions should not be kept in locked cars.

Sexual Harassment Prevention

Definition. Greenbrier Academy will not tolerate sexual harassment directed toward any person, irrespective of gender. Sexual harassment includes, but is not limited to, any of the following:

- Verbal, physical, or visual conduct of a sexual nature or suggestion which is unwelcome. Such conduct has the effect of unreasonably interfering with an individual's work performance, affects tangible job benefits, and may create an intimidating, hostile, or offensive work environment.
- Explicit sexual propositions, sexual innuendos, suggestive jokes, jokes about gender-specific traits, foul or obscene language or gestures, display of foul or obscene printed or visual material, and physical contact such as patting, pinching, or brushing against another's body.
- A circumstance where submission to or rejection of such conduct is used as the basis for decisions relating to employment.
- A circumstance where submission to or rejection of such conduct is a condition of employment, whether spoken or implied.
- Examples of Sexual Harassment:

Verbal:

- Referring to an adult as a girl, hunk, doll, babe, honey, etc. or other demeaning terms
- Whistling at someone; cat calls
- Making sexual comments or innuendoes
- Telling sexual jokes or stories
- Asking personal questions about social or sexual life
- Repeatedly asking out a person who is not interested

- Loud, public, foul or abusive language

Non-Verbal:

- Looking a person up and down
- Staring at someone
- Displaying sexually suggestive visuals
- Making sexual gestures with hands or body movements

Physical:

- Touching a person's clothing, hair or body
- Giving a massage around the neck
- Standing close or brushing up against a person
- Grabbing
- Pinching
- Caressing

Reporting. If you feel that you have been subjected to harassing conduct, contact your supervisor immediately, or, if you are uncomfortable contacting the supervisor, contact the Headmaster and/or the Human Resources Coordinator. Harassment is extremely serious misconduct, as is filing a false statement that harassment has occurred, and may result in discipline, up to and including termination. Harassment may also subject the harasser to personal legal and financial liability. Greenbrier Academy forbids retaliation in any form against anyone who has reported unlawful harassment. The Greenbrier Academy will take corrective action up to and including termination against employees who harass, embarrass or retaliate in any respect against one who has made a complaint regarding unlawful harassment.

Investigation. Greenbrier Academy's practice is to fully investigate any complaints of harassment and to keep such complaints confidential to the extent practicable. However, Greenbrier Academy cannot promise anonymity to persons who report harassment. If Greenbrier Academy determines that sexually harassing conduct has occurred, appropriate remedial action may be taken up to and including termination.

Substance-Free Workplace

Definition. Sale, transfer, purchase, use, consumption, or possession of alcohol or a controlled substance or drug paraphernalia, including tobacco or tobacco products, is prohibited during work hours or on Greenbrier Academy property, as is working while under the influence of these substances. Employees are further prohibited by law and The Greenbrier Academy policy from possessing or distributing illegal drugs either during or outside of work hours. "Controlled Substance" includes prescription drugs. Such drugs may be used only with a physician's prescription when your physician has granted you permission to use the drug at work. Violating this guideline may result in discipline up to and including termination.

- "Alcohol" means Ethyl alcohol or ethanol.
- "Drugs" mean any substance recognized as a drug in the United States Pharmacopeia, the National Formulary, the Homeopathic Pharmacopeia, or other drug compendia or supplement to any of those compendia. This includes, without

limitation, narcotics, hallucinogenics, depressants, stimulants, and other controlled substances.

- "Drug Paraphernalia" means objects used to manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, or conceal drugs, and/or to inject, ingest, inhale, or otherwise introduce a drug into the human body.
- "Screen test" means any test for drugs or alcohol utilizing testing of body fluids (blood, urine, etc.) or any other medically-established reliable method of testing to detect a number of physical conditions, including the presence of drugs and/or alcohol.
- "Prospective Employee" means any person who has made application to The Greenbrier Academy for employment.
- "Sample" means urine, blood, breath, saliva, or hair.

Reporting. Greenbrier Academy employees are required to notify their immediate supervisor if they are convicted of any illegal drug violation within five days of such conviction.

Drug & Alcohol Testing. Greenbrier Academy reserves the right to conduct or require drug and alcohol screening test, at Greenbrier Academy's expense, of employees and prospective employees and conducted by appropriate medical personnel contracted to perform screen tests for Greenbrier Academy. Blood, urine, saliva, breath samples and other tests may be used to determine the presence of drugs and/or alcohol. Information concerning the results of a screen test may be provided to Greenbrier Academy's supervisors and management who may use it to determine compliance with Greenbrier Academy's work rules and this policy.

Purpose. For the purpose of maintaining safety for employees and the general public, to maintain the productivity and quality of the services and functions of Greenbrier Academy, and to safeguard the property and information of Greenbrier Academy, screen testing may occur:

- As part of a work-related accident or theft investigation. Any employee appearing to be involved in a work-related accident or theft may be asked to submit to a drug and/or alcohol test.
- As a result of a perceived change in or impairment of an employee's job performance or conduct.
- On any employee who is perceived to be under the influence of drugs or alcohol.
- As part of The Greenbrier Academy's efforts to maintain or improve productivity, quality of performance and production, security or safety.
- In connection with job promotions and job transfers.
- On a random basis as considered necessary by The Greenbrier Academy.
- As part of the hiring process for full-time and part-time employment.

Any drug or alcohol testing by Greenbrier Academy shall occur during or immediately after the regular work period of current employees and shall be deemed work time for purposes of compensation and benefits for current employees.

Costs. Greenbrier Academy shall pay all cost of testing for drugs or alcohol required by Greenbrier Academy, including the cost of transportation if the testing of a current employee is conducted at a place other than the workplace.

Refusal. If the employee refuses to undergo a screen test, the employee may be disciplined or discharged immediately. Refusal of a prospective employee to consent to a screen test may result in disqualification from further consideration.

Legal Requirements. All sample collection and testing for drugs and alcohol shall be performed in accordance with applicable law under the following conditions:

- The collection of samples shall be performed under reasonable and sanitary conditions.
- Samples shall be collected and tested with due regard to the privacy of the individual being tested, and in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples.
- Sample collection shall be documented, and the documentation procedures shall include:
 - Labeling of samples so as reasonably to preclude the probability of erroneous identification of test results.
 - An opportunity for the employee or prospective employee to provide modification of any information which the employee or prospective employee considers relevant to the test, including identification of currently or recently used prescription or non-prescription drugs, or other relevant medical information.
- Sample collection, storage and transportation to the place of testing shall be performed so as reasonably to preclude the probability of sample contamination or adulteration; and
- Sample testing shall conform to scientifically-accepted analytical methods and procedures. Testing shall include verification or confirmation of any positive test result by gas chromatography-mass spectroscopy, or other comparably reliable analytical method, before the results of any test may be used as a basis for any action by The Greenbrier Academy.

Confidentiality. The test and its results are considered confidential and are the property of Greenbrier Academy.

- The test and its results shall not be disclosed to any other person other than Greenbrier Academy's management who possess a need to know, the employee tested, or the tested prospective employee.
- Greenbrier Academy shall not disclose the test or its results to any other employer or any member of the public.
- Any other disclosures of the test or its results must be authorized by the employee or prospective employee in writing.
- Confidentiality of the test or its results shall be deemed waived in the event the employee or prospective employee initiates any proceeding, action, or arbitration

concerning his application for employment or his employment with The Greenbrier Academy.

- The Greenbrier Academy is entitled to use drug or alcohol test results as a basis for disciplinary action, including termination, and in any administrative or judicial proceeding in which an employee or former employee seeks to obtain unemployment benefits.

Consequences. Greenbrier Academy may, in its sole discretion, take any of the following actions to enforce its Substance-Free Workplace policy upon receipt of a confirmed positive drug test or upon the refusal of an employee to submit to a drug test:

- Immediate termination of employment.
- Suspension of the employee with or without pay for a period of time.
- Refusal to hire a prospective employee.
- A requirement that the employee enroll in a The Greenbrier Academy-approved rehabilitation, treatment, or counseling program, which may include additional drug or alcohol testing, as a condition of continued employment; an employee who does not participate in or complete a rehabilitation, treatment, or counseling program to the satisfaction of The Greenbrier Academy may be terminated immediately.
- A requirement that the employee submit to additional tests at any time, with or without cause, including any time after the employee has successfully completed a rehabilitation, treatment, or counseling program; and
- Other disciplinary measures in conformance with The Greenbrier Academy's usual practices, policies, or procedures.

Weapon-Free Workplace

The company prohibits all persons from possession or use of firearms, illegal knives, explosives of any kind, or other prohibited weapon of any kind while acting in the course of employment, while on company owned, leased or controlled property, while operating company owned, leased or controlled vehicles, or at company-sponsored functions regardless of whether the person is licensed to carry the weapon or not.

Search & Seizure

Company executives and/or authorized law enforcement authorities reserve the right to conduct searches of any person, vehicle or object on company property that are reasonably necessary in the investigation of suspected violations of the Substance-Free Workplace and/or the Weapon-Free Workplace guidelines without notice. Greenbrier Academy may seize any controlled substance and may report the same to law enforcement.

11. INAPPROPRIATE CONDUCT

Examples

The following are examples of inappropriate personal conduct which may result in immediate discipline up to and including discharge:

Disrespect

- Fighting or engaging in horseplay on Greenbrier Academy premises.
- Using language at work that is abusive, threatening or demeaning.
- Discourteous or rude conduct towards any customer or supplier that would affect The Greenbrier Academy's goodwill or inappropriate or rude behavior toward students, guests, visitors, or other employees.
- Fighting with, abusive or threatening conduct or speech towards any individuals we serve or fellow employees;
- Substantiated acts of discrimination that deny equal treatment in all terms, conditions, and privileges of employment because of an individual's race, color, religion, sex, national origin, age, disability, or veteran status.

Dishonesty

- Stealing or willfully damaging employee or Greenbrier Academy property.
- Removing or transferring Greenbrier Academy property without written authorization from the responsible director.
- Falsifying oral or written information.
- Clocking in or out on behalf of another employee.
- Using Greenbrier Academy telephones unreasonably for personal matters or charging long distance calls to The Greenbrier Academy.
- Conducting personal business during work hours.
- Gambling of any kind on the premises.
- Violation of Greenbrier Academy's Confidentiality Policy.
- Discussing Greenbrier Academy policies, marketing strategies, proprietary program details, unannounced expansion plans, or business practices (or any other information with competitors which may compromise Greenbrier Academy's ability to provide competitive services to its clients) without permission from a Director.
- Accessing, taking, or viewing Greenbrier Academy employee or student files or records when not authorized or altering any such records.
- Attempting to entice Greenbrier Academy's employees, clients, or referral sources away to another business opportunity while employed with Greenbrier Academy.
- Working for a direct competitor while employed with Greenbrier Academy.
- Failing to perform work assignments or disobeying any direction given by your direct supervisor or any director.
- Dissemination of false or malicious information about the company, employees, or the individuals we serve;

Neglect

- Failing to meet acceptable quality and quantity work standards.
- Being absent without approval from work (this includes, but is not limited to, failure to return from leave of absence or paid time off when scheduled without notification), walking off the job or interfering with another employee's work.
- Sleeping at work.
- Willful mistreatment, misappropriation, or waste of supplies, equipment, or property of Greenbrier Academy.
- Displaying willful or grossly negligent conduct that results in damage to Greenbrier Academy property or personal property on Greenbrier Academy premises.
- Repeating the same type of unsatisfactory employee performance or conduct that has resulted in a prior warning.
- Insubordination or refusal to follow work instructions;
- Failure to follow safety rules and/or health practices;
- Failing to use safety devices provided or to adhere to safety regulation procedures, including using vehicles, equipment, machines or materials without approval
- Failing to report any accident no matter how minor, to management

Dangerous/Unhealthy Behavior

- Possessing, using, selling or being under the influence of intoxicants or any other non-prescribed mind-altering substance while on Greenbrier Academy property or while engaged in Greenbrier Academy-sponsored/paid activities.
- Possessing or appearing to possess or use firearms, explosive materials or any dangerous weapon while on Greenbrier Academy premises.
- Possessing, selling or using alcoholic beverages or controlled substances on Greenbrier Academy premises.
- The abuse or neglect or threat of abuse or neglect of a student.
- Contributing to the delinquency or misconduct of the individuals we serve;
- Failure to report the abuse, neglect, or the threat of the abuse or neglect of a student.
- Using any Greenbrier Academy motor vehicles unsafely.
- Viewing or bringing pornographic material/nudity on Greenbrier Academy's property.
- Violating Greenbrier Academy's Sexual Harassment Prevention policy.
- Substantiated violation of the Substance-Free Workplace guidelines.
- Substantiated violation of the Weapon-Free Workplace guidelines.
- Initiating, responding to, or otherwise pursuing a romantic relationship with any current or former Greenbrier Academy student.
- Violating safety policies.

EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I acknowledge receipt of training regarding Greenbrier Academy's Employee Handbook policies. I understand that the guidelines contained in the Handbook are not a contract and impose no legal obligation of any kind on Greenbrier Academy. I FURTHER ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE GREENBRIER ACADEMY IS AT WILL, AND MAY BE TERMINATED BY ME OR BY THE GREENBRIER ACADEMY WITHOUT PRIOR NOTICE, AT ANY TIME, WITHOUT ANY PROCEDURE OR FORMALITY, FOR ANY REASON OR FOR NO REASON, AND WITH THE GREENBRIER ACADEMY'S SOLE OBLIGATION BEING PAYMENT OF WAGES EARNED AND BENEFITS VESTED THROUGH THE LAST DAY WORKED.

I also understand that, should termination be the result of a reduction-in-force, Greenbrier Academy will select employees for termination based on Greenbrier Academy's present and future needs, as determined in the sole discretion of Greenbrier Academy, and any other factors Greenbrier Academy, in its discretion, finds relevant. Greenbrier Academy will implement the reduction in any manner that, in its judgment, best meets existing conditions.

I further acknowledge that the guidelines contained in the Employee Handbook supersede all prior Greenbrier Academy guidelines and procedures, and all statements or commitments, oral or written, concerning the terms and conditions of my employment. I also understand that Greenbrier Academy may change, replace, withdraw, or deviate from any or all of the guidelines contained in the Employee Handbook without prior notice.

I further acknowledge my responsibility to read and follow any modifications or additions to the guidelines available to me for inclusion in the Employee Handbook without signing an additional acknowledgment of receipt of such additions or modifications. In the event of any conflict between this Acknowledgment and any other statements, oral or written, present or future, concerning the terms and conditions of employment, I understand and agree that the at-will relationship confirmed by this acknowledgment shall control.

Employee Signature

Printed Name

Date

Greenbrier Academy Employee Correction Form

Employee Information	
Staff: (b) (6), (b) (7)(C) <small>Print Full Name</small>	(b) (6), (b) (7)(C) <small>Department</small>
(b) (6), (b) (7)(C) <small>Director</small>	
Type of Correction	
Warning: <input checked="" type="checkbox"/> First Warning	<input type="checkbox"/> Second Warning
Suspension: <input type="checkbox"/> 3-Day Suspension	
<small>Starting Date (mm/dd/yy) Ending Date (mm/dd/yy)</small>	
Type of Offense	
<input type="checkbox"/> Attendance	<input type="checkbox"/> Dishonesty
<input type="checkbox"/> Threat to Others	<input checked="" type="checkbox"/> Insubordination
<input checked="" type="checkbox"/> Disrespect	<input type="checkbox"/> Neglect
<input type="checkbox"/> Misuse of Property	<input type="checkbox"/> Substance Use
<input type="checkbox"/> Conflict of Interest	<input type="checkbox"/> Other
Details	
Violation:	Not aligning with GBA policies and therapeutic framework. Showing disregard to (b) (6), (b) (7)(C) directions/directives. Inappropriate language with the girls.
Contributing Causes:	
Improvement Plan:	
Consequences of Further Violations:	2nd violation will result in joint meeting with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) . 3rd violation will result in termination of employment.
Acknowledgement of Receipt of Correction	
By signing this form, the employee confirms understanding and agreement with the information in this correction. By not signing this form, the employee confirms disagreement and intends to appeal the correction.	
Employee Signature	Date
Director Signature	Date
Witness Signature (if employee understands correction and refuses to sign)	Date

VOID - discussed issues, ~~gave~~ gave verbal correction

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

Feedback from the girls

Mon, Feb 14, 2011 at 2:46 PM

(b) (6), (b) (7)(C), (b) (6), (b) (7)(C)

To: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) @greenbrieracademy.com

We broke up into groups yesterday evening for about an hr. In my group was (b) (6), (b) (7)(C) & (b) (6), (b) (7)(C)

I asked the girls for feedback for (b) (6), (b) (7)(C) this is what they came up with.

- For (b) (6), (b) (7)(C) not to take things personally. Sometimes the girls are joking with (b) (6), (b) (7)(C) & we don't see it that way so it becomes personal to some of us.

- This was directed towards (b) (6), (b) (7)(C). To take (b) (6), (b) (7)(C) job more seriously, several girls have said (b) (6), (b) (7)(C) makes fun of the rules & (b) (6), (b) (7)(C) things the program is stupid. The girls are afraid to give (b) (6), (b) (7)(C) feedback to (b) (6), (b) (7)(C) face because of (b) (6), (b) (7)(C) responses in the past were, you're the one in the program, I'm not. (b) (6), (b) (7)(C) told girls that (b) (6), (b) (7)(C) drinks coffee while (b) (6), (b) (7)(C) at work. The girls say this annoys them because its like (b) (6), (b) (7)(C) throwing it up in their face like (b) (6), (b) (7)(C) making fun of them because they can't have any. They see (b) (6), (b) (7)(C) on personal ph. quite often. (b) (6), (b) (7)(C) said (b) (6), (b) (7)(C) went to talk to (b) (6), (b) (7)(C) & (b) (6), (b) (7)(C) was on personal ph. talking to (b) (6), (b) (7)(C) & (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) to wait a min. so (b) (6), (b) (7)(C) walks off & i upset about it. Several girls have said (b) (6), (b) (7)(C) has told them that i'm just here for the money to get (b) (6), (b) (7)(C) paid for. Before (b) (6), (b) (7)(C) left i talked to (b) (6), (b) (7)(C) about all that was said about (b) (6), (b) (7)(C) i told (b) (6), (b) (7)(C) i know girls twist things around but they pay attention to everything we say & will tell their parents, counselors, & others so watch what you say. After talking to (b) (6), (b) (7)(C) & (b) (6), (b) (7)(C) about their feedback from their girls they basically said the same thing. (b) (6), (b) (7)(C) & (b) (6), (b) (7)(C) said the other day it was 3 (b) (6), (b) (7)(C) that told (b) (6), (b) (7)(C) no about something & they said (b) (6), (b) (7)(C) went over to (b) (6), (b) (7)(C) in front of their face & let (b) (6), (b) (7)(C) do whatever it was (b) (6), (b) (7)(C) wanted. As if what the other (b) (6), (b) (7)(C) say or think doesn't matter to (b) (6), (b) (7)(C)

- Newer (b) (6), (b) (7)(C) think they know it all. Which this is a problem that the older (b) (6), (b) (7)(C) are noticing as well.

- (b) (6), (b) (7)(C) need to be more compassionate when a girl is having a hard day. If (b) (6), (b) (7)(C) is trying to get a girl to group for exp. & she sees a girl having a hard time, take time out to talk to them instead of repeating they need to get to group.

- (b) (6), (b) (7)(C) are telling girls they know how they feel when they really don't. This was towards (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) was talking to (b) (6), (b) (7)(C) one day & everything (b) (6), (b) (7)(C) talked about (b) (6), (b) (7)(C) told (b) (6), (b) (7)(C) understood where (b) (6), (b) (7)(C) was coming from or (b) (6), (b) (7)(C) has been threw that. They understand that (b) (6), (b) (7)(C) have been threw some things they have but sometimes they just want us to listen to them.

GREENBRIER ACADEMY CHANGE FORM

EMPLOYEE INFORMATION

Name: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C)

Current Job Title: (b) (6), (b) (7)(C) **New Job Title (if changed):** (b) (6), (b) (7)(C)

Part Time Full Time Temporary Non-Exempt
 Hourly Pay Contract Pay Salary Pay Exempt

Previous Salary: \$ (b) (6), (b) (7)(C) hr. **End Date:** (b) (6), (b) (7)(C) 2010

Current/New Salary: \$ (b) (6), (b) (7)(C) **Start Date:** (b) (6), (b) (7)(C) 2010 **End Date (opt.):** (b) (6), (b) (7)(C)

Supervisor: (b) (6), (b) (7)(C) **Department:** (b) (6), (b) (7)(C)

Comments: New position includes training, planning, scheduling, etc. and may require over 40 hrs. some weeks.

I understand that my employment will be on an at-will basis, and that neither I nor the Company has entered into a contract regarding the terms or the duration of my employment. As an at-will employee, I will be free to terminate my employment with the Company at any time, with or without cause or advance notice. Likewise, the Company will have the right to reassign me, to change my compensation, or to terminate my employment at any time, with or without cause or advance notice. Referencing pages eight and nine of the Employee Handbook, I understand that the first 90 days of my employment will be considered a probationary period, during which Greenbrier Academy may decide to terminate my employment with or with cause or advanced notice. This form effectively dissolves any prior contracts or employment agreements between the Company and myself.

(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) -10
 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Date
 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) -2010
 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Date

APPROVAL TO CHANGE STATUS

Comments: (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) approval (b) (6), (b) (7)(C) -10
 (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) Date

DIRECT DEPOSIT INFORMATION

(COMPLETE ONLY IF CHANGED)

I (We) hereby authorize and request Greenbrier Academy to initiate deposit entries and to initiate, if necessary, withdrawal entries and adjustments for any deposit entries in error to my (our) account indicated below and the financial institution named below, hereinafter called FINANCIAL INSTITUTION, to deposit to or withdraw from such account. This authority is to remain in full force and effect until Greenbrier Academy and FINANCIAL INSTITUTION receive written notification from me (or either of us) of its termination in such time and in such manner as to afford Greenbrier Academy and FINANCIAL INSTITUTION a reasonable opportunity to act on it.

Employee's Financial Institution

Financial Institution's 9 Digit Routing Number **Account Number**

Checking Account Savings Account Attach Voided Check for Checking or Money Market Account

Employee's Signature **Date**

Witness' Signature **Date**

Greenbrier Academy Employee Correction Form

Employee Information		
Staff:	(b) (6), (b) (7)(C) <small>Print Full Name</small>	(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) <small>Department Director</small>

Type of Correction		
Warning:	<input type="checkbox"/> First Warning <input checked="" type="checkbox"/> Second Warning Probationary Period	
Suspension:	<input type="checkbox"/> 3-Day Suspension (b) (6), (b) (7)(C) // (b) (6), (b) (7)(C) //	<small>Starting Date (mm/dd/yy) Ending Date (mm/dd/yy)</small>

Type of Offense				
<input type="checkbox"/> Attendance	<input type="checkbox"/> Dishonesty	<input type="checkbox"/> Disrespect	<input checked="" type="checkbox"/> Neglect	<input type="checkbox"/> Conflict of Interest
<input type="checkbox"/> Threat to Others	<input type="checkbox"/> Insubordination	<input type="checkbox"/> Misuse of Property	<input type="checkbox"/> Substance Use	<input checked="" type="checkbox"/> Other

Details	
Violation:	Inappropriate boundaries with students; being on personal phone while on shift
Contributing Causes:	
Improvement Plan:	
Consequences of Further Violations:	Termination of employment

Acknowledgement of Receipt of Correction	
By signing this form, the employee confirms understanding and agreement with the information in this correction.	
By not signing this form, the employee confirms disagreement and intends to appeal the correction.	
(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) //	<small>Date</small>
(b) (6), (b) (7)(C) (b) (6), (b) (7)(C) //	<small>Date</small>
Director Signature (b) (6), (b) (7)(C)	<small>Date</small>

Witness Signature (if employee understands correction and refuses to sign)

Date

Greenbrier Academy Employee Correction Form

Employee Information		
Staff:	(b) (6), (b) (7)(C) <i>Print Full Name</i>	(b) (6), (b) (7)(C) <i>Department</i>
		(b) (6), (b) (7)(C) <i>Director</i>

Type of Correction	
Warning:	<input checked="" type="checkbox"/> First Warning <input type="checkbox"/> Second Warning
Suspension:	<input type="checkbox"/> 3-Day Suspension
<i>Starting Date (mm/dd/yy)</i> <i>Ending Date (mm/dd/yy)</i>	

Type of Offense				
<input type="checkbox"/> Attendance	<input type="checkbox"/> Dishonesty	<input type="checkbox"/> Disrespect	<input checked="" type="checkbox"/> Neglect	<input type="checkbox"/> Conflict of Interest
<input type="checkbox"/> Threat to Others	<input type="checkbox"/> Insubordination	<input type="checkbox"/> Misuse of Property	<input type="checkbox"/> Substance Use	<input checked="" type="checkbox"/> Other

Details	
Violation:	Inappropriate emotion boundaries with students (approaching relationships as a friend) being on personal phone while on shift which compromises focus/attention on ensuring the girls' emotional and physical safety
Contributing Causes:	
Improvement Plan:	Review policies and proceduers with (b) (6), (b) (7)(C) every Wednesday Review progress after four weeks and eight weeks
Consequences of Further Violations:	2 nd Offense-Removal from the schedule for 7 day period 3 rd Offense-Termination of Employment

Acknowledgement of Receipt of Correction	
<p>By signing this form, the employee confirms understanding and agreement with the information in this correction.</p> <p>By not signing this form, the employee confirms disagreement and intends to appeal the correction.</p>	
Employee Signature	Date
Director Signature	Date
Witness Signature (if employee understands correction and refuses to sign)	Date

(b) (6), (b) (7)(C)

-Above and Beyond 2/14/11 3:09 PM

- 2/14/11
- Flexible with helping out covering partial weekend shifts
- 3/23/11
- Helpful with getting me information about activities going on in the area
- 4/18/11
- Without soliciting it from (b) (6), (b) (7)(C) compiled an extensive list of local attractions with contact information and upcoming events that (b) (6), (b) (7)(C) thought the girls would enjoy going to
- 5/3/11
- Connected with (b) (6), (b) (7)(C) really well after someone said something to upset (b) (6), (b) (7)(C)
-
-

Interventions 2/14/11 3:09 PM

- On 2/13/11, several girls brought up concerns about (b) (6), (b) (7)(C)
- Has apparently said things like "I'm only working here to pay for (b) (6), (b) (7)(C)"
- (b) (6), (b) (7)(C) saying (b) (6), (b) (7)(C) tried to force them to have hot chocolate
- (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) (b) (6), (b) (7)(C) said that (b) (6), (b) (7)(C) was on (b) (6), (b) (7)(C) cell phone talking with (b) (6), (b) (7)(C) while (b) (6), (b) (7)(C) was to be "supervising" them.
- Very high strung argument with (b) (6), (b) (7)(C)
- Snapping at the girls
- Pulled (b) (6), (b) (7)(C) into the big room on the dorm floor to check in with (b) (6), (b) (7)(C) about rapport and consistency. (b) (6), (b) (7)(C) acknowledged that (b) (6), (b) (7)(C) "came in soft" and is having to draw harder lines.
- (b) (6), (b) (7)(C) 11
- Invited (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) party of girls over to their property for four-wheeling without getting approval from GBA Staff or consent from parents
- Spoke with (b) (6), (b) (7)(C) outside on a walk about the possible legal ramifications if a girl would have gotten hurt. Parents weren't notified of this activity, and because (b) (6), (b) (7)(C) is a GBA employee, the school could have been held liable.
- 3/25/11
- It was brought to my attention that (b) (6), (b) (7)(C) texts on shift a lot and offered to contact (b) (6), (b) (7)(C) to meet up with our girls at open gym. After further investigation, I wasn't able to get specifics.
- (b) (6), (b) (7)(C) 11
- Called (b) (6), (b) (7)(C) (at the request of (b) (6), (b) (7)(C) to tell them (b) (6), (b) (7)(C) would need (b) (6), (b) (7)(C) when (b) (6), (b) (7)(C) came home
- (b) (6), (b) (7)(C) 11
- (b) (6), (b) (7)(C) reported the following
- On Saturday (b) (6), (b) (7)(C) brought in knives to cook in the kitchen with the "said" approval of (b) (6), (b) (7)(C)
- Brought a picture of (b) (6), (b) (7)(C) to school to post in (b) (6), (b) (7)(C) office. This upset many of the girls, and when the picture was removed, (b) (6), (b) (7)(C) "flipped out"
- (b) (6), (b) (7)(C) feels generally uneasy around (b) (6), (b) (7)(C) and feels like (b) (6), (b) (7)(C) treats the girls like they are (b) (6), (b) (7)(C) own kids
- (b) (6), (b) (7)(C) 11
- Met with (b) (6), (b) (7)(C) about the concerns of (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

-Other Notes 2/14/11 3:09 PM

- lives in (b) (6), (b) (7)(C)
- can work weekdays and weekends
- employee since (b) (6), (b) (7)(C)
- [redacted] p/hour

Greenbrier Academy Employee Correction Form

Employee Information		
Staff:	(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
	<i>Print Full Name</i>	<i>Department</i>
		<i>Director</i>

Type of Correction	
Warning:	<input checked="" type="checkbox"/> First Warning <input type="checkbox"/> Second Warning
Suspension:	<input type="checkbox"/> 3-Day Suspension
	<i>Starting Date (mm/dd/yy)</i> <i>Ending Date (mm/dd/yy)</i>

Type of Offense				
<input type="checkbox"/> Attendance	<input type="checkbox"/> Dishonesty	<input type="checkbox"/> Disrespect	<input checked="" type="checkbox"/> Neglect	<input type="checkbox"/> Conflict of Interest
<input checked="" type="checkbox"/> Threat to Others	<input type="checkbox"/> Insubordination	<input type="checkbox"/> Misuse of Property	<input type="checkbox"/> Substance Use	<input type="checkbox"/> Other

Details	
Violation:	Bringing set of sharps (cultery knives) onto campus without consulting direct supervisor. Additionally, a first hand witness reports that girls were in the kitchen without shoes.
Contributing Causes:	
Improvement Plan:	Retrain and explain the safety policy and procedures at weekly staff meetings. Meeting with (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) for weekly trainings.
Consequences of Further Violations:	

Acknowledgement of Receipt of Correction	
<p>By signing this form, the employee confirms understanding and agreement with the information in this correction.</p> <p>By not signing this form, the employee confirms disagreement and intends to appeal the correction.</p>	
Employee Signature: (b) (6), (b) (7)(C)	Date: (b) (6), (b) (7)(C) 11
Director Signature: (b) (6), (b) (7)(C)	Date: (b) (6), (b) (7)(C) 11
Witness Signature (if employee understands correction and refuses to sign) _____ Date _____	

From: (b) (6), (b) (7)(C)
To: Shearin, Lisa R.
Cc: Brown Jr., Jasper C.
Subject: Re: RE NLRB charge: 11-CA-23106 (b) (6), (b) (7)(C) termination
Date: Monday, August 29, 2011 6:41:56 PM

Ms. Shearin,

Thank you very much for your patience while I was on vacation. I hope my tardy reply has not unduly inconvenienced you or your staff. I will address your statements and/or questions in the order they were posed below.

Statement #1: I agree, in the main, with your summary of events.

Statement #2: Yes, I would characterize the review process employed in the case of (b) (6), (b) (7)(C) as 'typical'. The Greenbrier policy for employee correction and retraining has always incorporated the possibility, if not the necessity, of (b) (6), (b) (7)(C) review (see Employee Handbook, Sec 8, Corrective Action / Appeal).

In my position as (b) (6), (b) (7)(C) I have made it my personal policy to review all employee correction forms, both as a means of detecting possible training deficiencies, as well as ensuring consistent compliance with, and application of, Greenbrier operating policies.

In the vast majority of cases, (b) (6), (b) (7)(C) will verbally notify me of possible Policy violations which may necessitate Correction and we will discuss appropriate measures during the investigation-of-facts phase, before the Correction Form is finished and delivered to the employee for signature and re-training.

Given this usual level of communication, thus far, in (b) (6), (b) (7)(C) years of (b) (6), (b) (7)(C) I have found it necessary to modify or suspend (b) (6), (b) (7)(C) Correction only twice, both of which happen to involve (b) (6), (b) (7)(C).

In the first instance, (b) (6), (b) (7)(C) requested (b) (6), (b) (7)(C) review of an incident in which (b) (6), (b) (7)(C) was Corrected for allowing students, who were on an approved outing with (b) (6), (b) (7)(C) to change their approved plans and visit (b) (6), (b) (7)(C) so they could ride 4-wheelers. (b) (6), (b) (7)(C) justification for planning and participating in this event was that the accompanying (b) (6), (b) (7)(C) took 'responsibility' for anything that might happen.

Given (b) (6), (b) (7)(C) educational background and experience, I found this justification to be somewhat deficient, if not downright naive.

In any event, I decided to give (b) (6), (b) (7)(C) the benefit of the doubt and retracted the official Correction from (b) (6), (b) (7)(C) was verbally corrected by (b) (6), (b) (7)(C) (see (b) (6), (b) (7)(C) Notes (b) (6), (b) (7)(C), and was reminded of the problematic safety factors and legal liability, to both (b) (6), (b) (7)(C) and Greenbrier, involved with (b) (6), (b) (7)(C) actions.

The second instance is the subject of this complaint, or the introduction of a set of knives into the Dorm area by (b) (6), (b) (7)(C) for which (b) (6), (b) (7)(C) was given a Correction form by (b) (6), (b) (7)(C) and for which, after review, I terminated (b) (6), (b) (7)(C) employment with Greenbrier.

Statement #3: It is my understanding that the collateral job duties assigned to (b) (6), (b) (7)(C) in (b) (6), (b) (7)(C) role as (b) (6), (b) (7)(C) include assisting (b) (6), (b) (7)(C) with planning (b) (6), (b) (7)(C) work schedule, as well as serving as (b) (6), (b) (7)(C)

Question #4 (dated Aug 18, 2011): My question to (b) (6), (b) (7)(C) about (b) (6), (b) (7)(C) opinion as to the legality of our labor practices was engendered by (b) (6), (b) (7)(C) assertion to (b) (6), (b) (7)(C) during their interview, that we may not be complying with the law in that regard. I was obviously concerned to hear of the possibility that we may be operating outside the law and wanted to

hear the details of [REDACTED] concerns in [REDACTED] own words. [REDACTED] concerns had nothing to do with union activities, but focused on [REDACTED] belief that being required to participate in the process of finding your replacement in [REDACTED] work schedule if you were planning on missing work was unlawful.

While I disagree with [REDACTED] characterization of that policy as unlawful, it certainly struck me as poor human resource management, and was more properly the direct stewardship of [REDACTED] and/or [REDACTED] and not for delegation to other [REDACTED] staff members. Subsequently, I have reviewed this policy with [REDACTED] and appropriate changes have been made.

This is also a common question I ask during all exit interviews, and though usually couched in broader terms, as [REDACTED] had already narrowed the scope of [REDACTED] complaint during [REDACTED] interview with [REDACTED] I narrowed the focus of the question accordingly.

I hope this provides you with the information you require. If you desire further elaboration, please contact me via my cell phone at [REDACTED] as I am out of the office frequently during the day and this is the best way to contact me.

Kind Regards,

[REDACTED]

Greenbrier Academy for Girls

On Wed, Aug 17, 2011 at 8:25 AM, Shearin, Lisa R. <Lisa.Shearin@nlrb.gov> wrote:

Dear [REDACTED]

I understand that you are returning to the office on August 29. I have just a few follow-up questions that I need answered no later than August 29, if not before. I am writing because Attorney Jasper Brown is out of the office.

1. As I understand it you were not made aware of the warning regarding the knives until on or about [REDACTED] or [REDACTED]. Thereafter, you sent [REDACTED] to speak with [REDACTED] and [REDACTED] informed you that [REDACTED] believed [REDACTED] was unwilling to take responsibility for the incident. You met with [REDACTED] and decided to terminate [REDACTED].
2. I further understand that the warning regarding the knives was initially issued by [REDACTED] [REDACTED] with a goal toward retraining of [REDACTED]. I would like to have a better understanding of the Employer's review process regarding warnings. Are warnings issued by supervisors "final" or do they always go up the line, as here, for further review and approval, and are always subject to being changed for lesser or harsher discipline?. In other words, is what happened here typical and the usual process? In the past, have you changed the outcome of other warnings such as doing away with the warning altogether or, as here, deciding to terminate? Please clarify.

3. Finally, as I understand it, the only real difference in (b) (6), (b) (7)(C) and a position like (b) (6), (b) (7)(C) is that (b) (6), (b) (7)(C) has some training responsibility. Please confirm.

Thank you for your time. You may direct your response directly to me at this email (Lisa.Shearin@nlrb.gov) or you may call me at 336 631 5256. Please let me know if I will not get your response by August 29.

Thank you for your continued cooperation.

Lisa Shearin

Deputy Regional Attorney

