



**FENTON CHARTER PUBLIC SCHOOLS**

## **Employee Handbook**

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**FENTON CHARTER PUBLIC SCHOOLS**  
**Employee HANDBOOK**  
**Employee Acknowledgment of Receipt and**  
**At-Will Agreement**

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

I have received a copy of the Fenton Charter Public Schools Employee Handbook (“Handbook”). I have carefully read and understand its contents and agree to follow the policies stated therein. I agree that Fenton Charter Public Schools (the “School”) and I both have the right to terminate my employment at any time, with or without notice, and with or without cause. I understand that I am an at-will employee. I understand that the terms and conditions of my employment may not be modified orally and may only be modified in a writing signed by the Director (or Administrative Designee) and me.

I understand that nothing in the Handbook is intended, nor should be construed, as a limitation of my right and the School’s right to terminate the employment relationship at any time, with or without notice, and with or without cause, or to change the terms and conditions of my employment. I understand that nothing in the Handbook is intended, nor should be construed, to create an implied or express contract of employment contrary to this express at-will agreement. I understand the School reserves the right to depart from and modify the policies stated in the Handbook at its sole discretion, with the exception of my at-will status and the School’s absolute right to change the terms and conditions of employment. The foregoing constitutes the entire terms of the agreement between me and the School regarding the duration and at-will nature of my employment.

<b>Employee Name:</b> _____		
(Please print)	Last Name	First Name
<b>Address:</b> _____		
_____		
<b>Telephone:</b> _____		
<b>Signature:</b> _____		<b>Date:</b> _____

## **I. INTRODUCTORY POLICIES**

### **A. Introduction**

The intent of this Employee Handbook (“Handbook”) is to inform employees of the policies regarding employment at a Fenton Charter Public Schools (“FCPS”) location. Employees are employed by and work at a particular FCPS location (“School”). This Handbook refers both to FCPS as a whole (“FCPS”) and an employee’s particular worksite (“School”).

Employees are expected to abide by the policies and procedures set forth in this Handbook as well as any additional requirements established by the School. Moreover, by accepting employment with the School, employees agree to work at any location that is owned, operated, and/or managed by FCPS, a nonprofit public benefit corporation authorized to operate charter schools under California Education Code section 47604.

This Handbook summarizes the FCPS’s policies as well as the benefits and responsibilities of employees. This Handbook supersedes any previously issued handbooks, policies, or memoranda that are inconsistent with the policies as described herein. FCPS reserves the right to amend, modify, add to, or delete any portion(s) of this Handbook at its sole and absolute discretion.

This Handbook is intended to explain in general terms those matters that most often apply to your day-to-day work activities. This Handbook cannot anticipate every situation or answer every question about employment and is not an employment agreement. Some employees of the School may be covered by employment agreements. If terms contained in a specific employment agreement conflict with the policies and procedures contained in this Handbook, the employee shall adhere to his or her employment agreement.

Employees are expected to thoroughly read this Handbook upon receipt as well as know and abide by the policies outlined herein, as revised over time, throughout their employment. Once the employee has reviewed the Handbook, the employee is to sign the Employee Acknowledgment of Receipt and At-Will Agreement at the beginning of the Handbook and return it to the Director or Administrative Designee.

### **B. FCPS and School Policies**

All policies contained herein have been approved by the Board of Directors.

To retain necessary flexibility in the administration of its policies, procedures, and benefits, FCPS and the School reserve the right to change, deviate from, eliminate, or revise them without notice whenever FCPS or the School determines that such action is warranted. Changes to policies contained in this Handbook will generally be announced during periodic faculty/staff meetings but may not necessarily result in a published change to this Handbook. For these reasons, we urge you to ask questions during such meetings to obtain current information regarding the status of any particular policy, procedure, or practice.

### **C. At-Will Employment Relationship**

Unless your employment agreement states otherwise, employment at the School is at-will, which means that it can be terminated at any time, with or without cause or notice. Employment of any set duration can only be made by a written employment agreement signed by the Director and you. Any individual employment agreement will generally be made on a school year basis, with review and consideration for renewal for the following school year. Unless your employment is covered by a written employment agreement that states otherwise, this policy of at-will employment is the sole and entire agreement between you and the School as to the duration of employment and the circumstances under which employment may be terminated.

With the exception of employment at-will, other terms and conditions of employment with the School may be modified at the sole discretion of the School at any time, with or without cause or notice. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice. Examples of the types of terms and conditions of employment that are within the sole discretion of the School include, but are not limited to, the following: promotion, demotion, transfers, hiring decisions, compensation, benefits, qualifications, discipline, layoff or recall, rules, hours and schedules, work assignments, job duties and responsibilities, or any other terms and conditions that the School may determine to be necessary for the safe, efficient, and economic operation of the School.

### **D. Equal Opportunity Employer**

The School is an equal opportunity employer and makes employment decisions (including, but not limited to, hiring, firing, transferring, promotion, demotion, training, and/or compensation) on the basis of merit. Employment decisions are based on an individual's qualifications as they relate to the job under consideration. The School's policy prohibits unlawful discrimination based on race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. All such discrimination is unlawful.

The School is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the School and prohibits unlawful discrimination by any employee of the School, including supervisors and coworkers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result to the School. An applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact the Director or Administrative Designee and request such an accommodation, specifying what



accommodation he or she needs to perform the job. The School will then analyze the situation, engage in an interactive process with the employee, and respond to the employee's request.

If you believe that you have been subjected to discrimination, please follow the complaint procedure outlined below.

### **E. Unlawful Harassment**

The School is committed to providing a work environment free of unlawful harassment. The School's policy prohibits sexual harassment (which includes harassment based on sex, gender, gender expression, and gender identity) as well as harassment based on race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. All such harassment is unlawful.

The School's anti-harassment policy applies to all persons involved in the operation of the School and prohibits unlawful harassment by any employee of the School, including supervisors, coworkers, and third-parties. The School will take all reasonable steps to prevent or eliminate harassment by non-employees, including students, parents, customers, vendors, independent contractors, clients, and suppliers, who have workplace contact with our employees.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes, comments, or slurs and unwanted sexual advances, invitations, or comments.
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures.
- Physical conduct such as assault, unwanted touching, blocking normal movement, or interfering with work because of sex, race, or any other protected basis.
- Threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors.
- Retaliation for having reported or threatened to report unlawful harassment in good faith.

This policy applies to all phases of employment, including, but not limited to, recruiting, testing, hiring, upgrading, promotion, demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.

If you believe you have been subjected to unlawful harassment, please follow the complaint procedure outlined below. Employees must report conduct prohibited by this policy whether or not they are personally involved.

## **F. Retaliation**

The School prohibits retaliation against any employee because of the employee's opposition to a practice or conduct the employee reasonably believes to be unlawful or because of the employee's lawfully protected participation in an investigation or proceeding. Any retaliatory adverse action because of such opposition or participation may be unlawful and will not be tolerated. All such retaliation is unlawful.

If you believe you have been subjected to unlawful retaliation, please follow the complaint procedure outlined below.

## **G. Complaint Procedure—Discrimination, Unlawful Harassment, Retaliation**

Employees should report all incidents believed to be unlawful discrimination, harassment, or retaliation, regardless of whether they are the alleged victim, a witness, a bystander, or otherwise. If you believe that you have been subjected to any form of unlawful conduct, submit a complaint, preferably in writing, to your supervisor, the Director or Administrative Designee. If these individuals are not available, or in the event you believe that one of these individuals has engaged in inappropriate behavior in violation of this policy, submit a complaint to any other supervisor or the Executive Director as soon as possible. Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, this policy to other upper level supervisors, as appropriate. Your complaint should be specific and include the names of the individuals involved and any witnesses.

Upon notice of such a complaint, the School will attempt to resolve the situation by promptly undertaking an effective, thorough, and objective investigation through the use of "qualified personnel" and using methods that provide all parties with "appropriate due process." During the investigation, the School will provide regular progress updates, as appropriate, to those directly involved. The School will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected. If the School determines that unlawful conduct or a violation of applicable policies has occurred, appropriate remedial measures will be taken in accordance with the circumstances involved. Any employee determined by the School to be responsible for unlawful discrimination, harassment, and/or retaliation will be subject to appropriate disciplinary action, up to and including termination. Appropriate action will also be taken to deter future conduct.

All complaints submitted pursuant to this policy should be done in writing, but they may be done verbally. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. The School encourages all employees to immediately report any incidents of unlawful conduct prohibited by this policy so that complaints can be quickly and fairly resolved. If you receive a complaint of unlawful discrimination, harassment, or retaliation from a fellow employee, report it immediately to your supervisor, the Director, or the Administrative Designee. If these individuals are not available, report it to any other supervisor. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

There will be no retaliation against any employee who brings a complaint in good faith under this policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation or if the charges cannot be proven.

Employees who believe that they have been unlawfully discriminated against, harassed, or retaliated against may also file a complaint with the local office of the California Department of Fair Employment and Housing (“DFEH”) or the Equal Employment Opportunity Commission (“EEOC”). The DFEH and the California Fair Employment and Housing Council (“FEHC”) as well as the EEOC can also order an employer to hire, reinstate, or promote a victim of discrimination, harassment, and/or retaliation or make other changes in FCPS or School policies. The address and phone number of the local DFEH and EEOC offices can be found in the government sections of your local telephone directory or online.

## **H. Open Door Policy**

At some time or another, you may have a suggestion, complaint, or question about the School, your job, your working conditions, or the treatment you are receiving. We welcome your suggestions, complaints, or questions. For issues other than prohibited harassment, discrimination, or retaliation, we ask that you take your concerns first to your supervisor, who will investigate and provide a solution or explanation. If the problem is still not resolved, you may present it to Human Resources Department, preferably in writing, who will address your concerns.

## **I. Workplace Anti-Violence Policy**

The School is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, the School has established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on School-related business, or while operating any vehicle or equipment owned or leased by the School. This policy applies to all employees.

In order to achieve our goal of providing a workplace that is secure and free from violence, the School must enlist the support of all employees. Compliance with this policy and the School’s commitment to a zero-tolerance policy with respect to workplace violence is every employee’s responsibility.

Compliance with this anti-violence policy is a condition of employment. Due to the importance of this policy, employees who violate any of its terms, who engage in or contribute to violent behavior, or who threaten others with violence may be subject to disciplinary action, up to and including termination.

Employees are required to report any incident involving a threat of violence or act of violence immediately to their supervisor or the Director or Administrative Designee. If these individuals are not available, report the incident to any other supervisor and report the incident to the Director or Administrative Designee as soon as he or she is available. All reports will be investigated by the School and appropriate corrective action will be taken.

If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact the law enforcement authorities by dialing 911. Immediately after contacting the law enforcement authorities, the employee must report the incident to the Director or Administrative Designee.

Employees should immediately inform their supervisor, the Director, or the Administrative Designee about any workplace security hazards. If these individuals are not available, the employee should immediately inform any other supervisor so that appropriate action can be taken.

There will be no retaliation against any employee who brings a complaint in good faith under this policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

## **II. STANDARDS OF CONDUCT**

### **A. Prohibited Conduct**

All employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet the School's standards, the employee may be subject to discipline, up to and including termination. Certain misconduct is so unacceptable that it will result in immediate termination of employment unless, at the sole discretion of the School, a lesser discipline is to be applied as a result of mitigating circumstances. By way of example (but by no means is this intended to be an exhaustive list), the following constitute grounds for immediate termination:

1. Falsifying or concealing information on employment records, employment applications, time records, or other School records.
2. Release of confidential information without proper authorization.
3. Possessing weapons on School property at any time or while acting on behalf of the School.
4. Theft.
5. Possessing or being under the influence of illegal drugs or alcohol while performing any professional duties or when publicly representing the School, such as a professional conference, or otherwise violating the School's policy regarding drug and alcohol use.
6. Unlawful discrimination, harassment, and retaliation.
7. Engaging in criminal conduct on School premises or in relation to School activities.

Other types of misconduct are unacceptable and may result in disciplinary action for a first offense (such as a verbal warning, written warning, or suspension) or can also result in immediate termination, determined at the sole discretion of the School. By way of example (but by no means is this intended to be an exhaustive list), the following constitute such conduct:

8. Unfit for service, including the inability to appropriately instruct or associate with students.
9. Insubordination, including, but not limited to, failure or refusal to obey the legitimate orders or instructions of a supervisor or member of management.
10. Use of abusive or threatening language toward a supervisor or member of management.
11. Making false or malicious statements about any employee, student, or School visitor.
12. Using abusive, profane, threatening, indecent, or foul language and/or having inappropriate physical contact with students, coworkers, supervisors, or School visitors at any time on School premises or otherwise violating the School's policy regarding workplace violence.
13. Damage or destruction of School property or the property of the School's employees, students, or visitors.
14. Improper or unauthorized use or removal of School property or funds.
15. Acceptance, from any source, of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.
16. Excessive absenteeism or tardiness.
17. Failure to observe working schedules, including meal and rest periods.
18. Working overtime without authorization or refusing to work assigned overtime.
19. Working "off the clock" or failing to record or report all hours worked.
20. Gross negligence leading to the endangerment or harm of a child or children.
21. Poor personal hygiene or grooming habits.
22. Violation of any safety, health, or security policy, rule, or procedure.
23. Failure to comply with any federal or state regulation or law.
24. Violation of or failure to comply with any School policy, rule, or procedure.

## **B. Disciplinary Action**

Inappropriate conduct, such as violation of School policies and rules and/or poor performance, may warrant disciplinary action. Under appropriate circumstances, the School may subject an employee to a range of disciplinary action. Any of the following types of disciplinary action may be utilized in any combination or alone. In fact, misconduct could result in termination of employment or a suspension, even for the first offense (particularly major misconduct). Application of disciplinary actions is solely within the discretion of the School. The School's use of varying forms of discipline does not alter the at-will employment relationship in any way.

- a. **Counseling:** Disciplinary counseling is an informal discussion with an employee designed to help the employee remedy identified inappropriate behavior. It may be used for minor misconduct before taking more formal action.
- b. **Verbal Warning:** Verbal warning is notice to an employee that his or her behavior must be improved. It defines areas where improvement is needed, sets goals, and informs the employee that failure to improve may result in more serious action.

Verbal warnings are usually given by the employee's supervisor. The supervisor shall note the date and content of the verbal warning.

- c. **Written Warning:** Written warning is formal notice to an employee that he or she is being disciplined and that further disciplinary action will be taken unless his or her behavior improves, a copy of which is placed in the employee's personnel file. The written warning shall contain specifics regarding what occurred, the date and time, which rule, policy, etc., was violated, and what the employee is directed to do to correct the situation.
- d. **Suspension:** Suspension is the temporary removal of the employee from his or her duties without pay. An employee on suspension without pay shall not accrue benefits that normally accrue based on time worked.
- e. **Dismissal:** Dismissal is the termination of an employee's employment.

## **C. Employee-Student Relations Policy**

### **1. Boundaries Defined**

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

### **2. Unacceptable and Acceptable Behavior**

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

Employees must understand their own responsibilities for ensuring that they do not cross the Boundaries as written in this policy. Disagreeing with the wording or intent of the established Boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of academic excellence, employee-student interaction has Boundaries regarding the activities, locations, and intentions.

The following is an illustrative list of unacceptable behavior, which includes, but is not limited to:

- a. Giving gifts to an individual student that are of a personal and intimate nature
- b. Kissing of ANY kind

- c. Any type of unnecessary physical contact with a student in a private situation
- d. Intentionally being alone with a student away from the School
- e. Making, or participating in, sexually inappropriate comments
- f. Sexual jokes or jokes/comments with sexual double entendre
- g. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- h. Listening to or telling stories that are sexually oriented
- i. Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding
- j. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- k. Giving students a ride to/from School or School activities without parental permission
- l. Being alone in a room with a student at the School with the door closed
- m. Allowing students in your home without signed parent permission for a preplanned and precommunicated educational activity that must include the presence of another educator, parent, or other responsible adult
- n. Remarks about the physical attributes or physiological development of anyone
- o. Excessive attention toward a particular student
- p. Sending e-mails, text messages, instant messages, social media messages, or letters to students if the content is not about School activities and not in accordance with applicable FCPS or School policies
- q. Being “friends” with a student on any social media website
- r. Using profanity with or to a student
- s. Involving students in non-educational or non-FCPS/School related issues, including, but not limited to, the employee’s employment issues

The following is an illustrative list of acceptable and recommended behavior, which includes,

but is not limited to:

- a. Obtaining parents’ written consent for any after-school activity on or off campus (exclusive of tutorials)

- b. Obtaining formal approval (School and parental) to take students off School property for activities such as field trips or competitions
- c. E-mails, text messages, phone conversations, and other communications to and with students must be professional and pertain to School activities or classes, and communication should be initiated via School-based technology and equipment
- d. Keeping the door open when alone with a student
- e. Keeping reasonable space between you and students
- f. Stopping and correcting students if they cross your own personal boundaries
- g. Keeping parents informed when a significant issue develops about a student
- h. Keeping after-class discussions with a student professional and brief
- i. Asking for advice from senior employees or administrators (such as the Director or Administrative Designee) if you find yourself in a difficult situation related to Boundaries
- j. Involving your supervisor if conflict arises with a student
- k. Informing the Director or Administrative Designee about situations that have the potential to become more severe
- l. Making detailed notes about an incident that could evolve into a more serious situation later
- m. Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers
- n. Asking another employee to be present if you will be alone with any student who may have severe social or emotional challenges
- o. Asking another employee to be present, or within close supervisory distance, when you must be alone with a student after regular School hours
- p. Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high five's, and handshakes
- q. Keeping your professional conduct a high priority during all moments of student contact
- r. Asking yourself if any of your actions that go contrary to these provisions are worth sacrificing your job, your career, and the reputation of FCPS or the School

### **3. Reporting Violations**



When any employee, parent, or student becomes aware of an employee having crossed the Boundaries specified in this policy, he or she must promptly report the suspicion to the Director or Administrative Designee. All reports shall be kept as confidential as possible. Prompt reporting is essential to protect students, the suspected employee, any witnesses, and the School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses Boundaries or any situation in which a student appears to be at risk for sexual abuse.

#### **4. Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any teacher or child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. Employees may, but are not required to report such incidents to the Director or Administrative Designee. Reporting such incidents to the Director or Administrative Designee does not relieve the employee of responsibility to also immediately report such incidents to the appropriate child protective agency by telephone and to send a written report thereof within thirty-six (36) hours. However, employees may work cooperatively to report the incidents and to file one written report.

#### **5. Investigating**

The Director or Administrative Designee will promptly investigate any allegation of a violation of the Employee-Student Relations Policy, using such support employees or outside assistance as he or she deems necessary and appropriate under the circumstances, unless the allegation also constitutes a reportable allegation under California Penal Code section 11166. In the event the allegation also constitutes such a reportable allegation, the Director shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up such report with a written report within thirty-six (36) hours.

If the allegation is only a violation of the Employee-Student Relations Policy, but not a violation of California Penal Code section 11166, the Director or other appropriate administrator shall conduct an investigation as set forth above. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, will protect the privacy interests of any affected student(s) and/or employee(s), including any potential witnesses, to the fullest extent possible.

#### **6. Violations**

Violations of this policy may result in disciplinary action, up to and including termination. When appropriate, violations of this policy may also be reported to authorities for potential legal action.

## **D. Drug and Alcohol Abuse Policy**

Our employees are our most valuable resource, and their own health and safety are therefore serious concerns. We will not tolerate any drug or alcohol related conduct that imperils the health and well-being of our employees. Further, the use of illegal drugs and abuse of controlled substances is inconsistent with law abiding behavior expected of all citizens. Employees who use illegal drugs or abuse other controlled substances or alcohol tend to be less productive, less reliable, and prone to greater absenteeism resulting in the potential for increased cost and risk.

We believe our employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs. Employees who abuse alcohol or drugs are a danger to themselves and to other employees. We are therefore committed to maintaining a safe and healthy workplace free from the influence of alcohol and drugs. We hope all employees will join with us in achieving our goal of a safe and productive drug-free workplace.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, to protect the School, to help set a positive example for students, to protect School grounds, equipment, and operations, and in compliance with government requirements, the School has established this policy concerning the use of drugs and alcohol. As a condition of continued employment with the School, each employee must abide by this policy.

### **1. Illegal Drugs**

For purposes of this policy, “illegal drugs” includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, marijuana (including medicinal marijuana), and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). “Drug paraphernalia” means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. “Under the influence” means that the employee is affected by alcohol and/or illegal drugs in any detectable manner.

### **2. Legal Drugs**

A “legal drug” is any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.

The School recognizes that employees may be prescribed legal drugs that, when taken as prescribed or according to the manufacturer’s instructions, may result in their impairment. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the employee, students, or someone else, pose a risk of damage to School property, or interfere with the employee’s job performance. If an employee is so impaired by the appropriate use of legal drugs, he or she may not report to work.

Nothing in this policy is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter-drugs, so long as that activity does not

violate any law or result in an employee being impaired by the use of such drugs in violation of this policy. Furthermore, nothing in this policy is intended to diminish the School's commitment to employ and reasonably accommodate qualified disabled individuals. The School will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability.

### **3. Prohibited Use**

The School prohibits the following:

- Use, possession, manufacture, distribution, dispensation, purchase, or sale of alcohol (if unauthorized), illegal drugs, or drug paraphernalia on School premises or School business or during working hours.
- Purchase, sale, manufacture, distribution, transportation or dispensing of any legal prescription drug in a manner inconsistent with law on School premises.
- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on School premises.
- Being under the influence of alcohol (if unauthorized) or illegal drugs on School premises or School business, which includes any time an employee is conducting or performing activities on behalf of the School (regardless of location) or during working hours.
- Use of any legal drug for any purpose other than the purpose for which it was prescribed or manufactured, or in a quantity, frequency or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.
- Being under the influence of a legal drug whenever such impairment might (1) endanger the safety of the employee, students, or some other person; (2) pose a risk of damage to School property or equipment; or (3) interfere with the employee's job performance or the efficient operation of the School or School equipment.
- Refusing to submit to an inspection or testing when requested by management.
- Failure to keep all prescribed medicine in its original container, which identifies the drug, date of prescription, and the prescribing doctor.

In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your job performance, you are required to report this to your supervisor. Your supervisor will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect the safety of you, other employees, and members.

This policy will not be construed to prohibit the use of alcohol at social or business functions sponsored by the School where alcohol is served or while entertaining clients and prospective clients of the School. However, employees must remember their obligation to

conduct themselves appropriately at all times while at School-sponsored functions or while representing the School.

#### **4. Searches**

The School may at times conduct unannounced searches of School property for alcohol, illegal drugs, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with any other School-related policy. This includes desks, storage areas, and rooms normally used to store employees' personal property. As a result, employees do not have an expectation of privacy in this regard.

Additionally, whenever the School suspects that an employee has sold, purchased, used, or possessed alcohol, illegal drugs, drug paraphernalia, and/or unauthorized controlled substances on School premises, the School may inspect the employee's personal effects (including parcels, purses, bags, and briefcases) or automobile on School property. As a result, employees do not have an expectation of privacy in this regard.

#### **5. Testing**

The School may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol. Such testing will be conducted if two or more supervisors, employees, or medical personnel observe an employee acting in such a manner to raise suspicion that the employee is under the influence of a drug or alcohol or is acting in such manner that they may harm themselves or another employee.

Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. The School shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

#### **6. Violations**

Compliance with this policy is a condition of employment at School. Failure or refusal of an employee to cooperate fully, sign any required document, or submit to any inspection or testing will result in discipline, up to and including termination. Furthermore, any violations of this policy may result in disciplinary action, up to and including termination, at School's sole discretion.

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of

this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, School may report such illegal drug activities to an appropriate law enforcement agency.

#### **7. Drug and Alcohol Rehabilitation**

Employees who suspect they may have alcohol or drug problems, even in the early stages, are encouraged to voluntarily seek diagnosis and follow through with any treatment as prescribed by qualified professionals. Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact the Director or Administrative Designee, who will determine whether the School can accommodate the employee by providing unpaid leave for the time necessary to complete participation in the program. Employees should be aware that participation in a rehabilitation program will not necessarily shield them from disciplinary action for a violation of this policy.

#### **8. Disciplinary Action**

A first violation of this policy will result in immediate termination whenever the prohibited conduct caused injury to the employee, a student, or any other person or endangered the safety of the employee, student, or any other person.

In circumstances other than those described in the above paragraph, FCPS or the School may choose, in its sole discretion, not to terminate an employee for a first violation of this policy. In addition to termination, disciplinary action for a violation of this policy can include, but is not limited to, suspension and/or counseling.

#### **9. Criminal Convictions**

An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any School-related activity or event will be deemed to have violated this policy. Employees must notify the School of any conviction under a criminal drug statute for a violation occurring in the workplace within 5 days after any such conviction. As required by federal law, the School will notify any federal agency with which it has a contract of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace.

#### **10. Off-the-Job Conduct**

This policy is not intended to regulate off-the-job conduct, so long as the employee's off-the-job drug use does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this policy.

#### **11. Confidentiality of Drug Use Disclosures**

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

## **12. Searches**

In order to enforce this policy, the School reserves the right to conduct searches of School property and to implement other measures necessary (including conducting searches of employees' personal effects on School property) to deter and detect abuse of this policy. As a result, employees do not have an expectation of privacy in this regard.

### **E. Confidential Information**

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, all information regarding students (including names, addresses, contact information, and progress reports), parents, lesson plans, customer lists, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Information regarding employee benefits, including salary and wage information (other than the employee's own benefits, salary, and wage information) is also confidential information that belongs to the School.

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

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

Failure to comply with this policy may result in disciplinary action, up to and including termination.

### **F. Computer Usage and Privacy Policy**

Every user who is provided access to the School's computer, electronic, and telephonic communications systems ("Electronic Communications Systems") agrees to comply with and be bound by this policy. Any questions about this policy should be addressed to the Director.

## **1. Definitions**

The School's Electronic Communications Systems consist of all the various forms of electronic communication, including, but not limited to, computers, laptops, e-mail, telephones, cellular phones, tablets, PDAs, text messaging, instant messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks.

## **2. Ownership and Conditions of Use**

The Electronic Communications Systems are the property of FCPS and the School. They have been provided by FCPS and the School for the sole purpose of conducting FCPS/School-related business as well as other business that is approved by the Director. All communications and information transmitted by, received from, or stored in these systems are FCPS/School records and the property of FCPS and the School.

Electronic communications are a means of business communication. The School requires all users to conduct themselves in a professional manner. Users should conduct all electronic communications with the same care, judgment, and responsibility that they would use when sending letters or memoranda written on FCPS or School letterhead. Special care should be taken when posting any information on commercial online systems or the Internet because of the potentially broad distribution of and access to such information.

To protect the integrity of the School's Electronic Communications Systems and the users thereof against unauthorized or improper use of these systems, FCPS and the School reserve the right, without notice, to limit or restrict any individual's use and to inspect, copy, remove, or delete any unauthorized use of its Electronic Communications Systems upon authorization of the Director or his or her delegatee. FCPS and the School also reserve the right periodically to monitor the use of its Electronic Communications Systems and to access users' voice mail, Internet access, and e-mail for that purpose or any other business-related purpose upon authorization of the Director or his or her delegatee.

Erasing an e-mail message from a mailbox does not necessarily erase all copies of the message on the network. Archived copies may be stored for substantial periods of time and are subject to the provisions of this policy regarding content, review, access, and disclosure.

## **3. Loaning Computers**

The School will loan a computer to full-time teachers and other full-time certificated staff for instructional purposes. Requests by other full-time employees will be reviewed on an individual basis by the Director. A Technology Loan Form is to be completed with the assistance of a Technology Specialist and maintained in the Technology Office. If equipment is damaged, the employee may return the computer to the School for repair, and the repair will be completed, as time is available by the School's technology employees. The IT Manager, Technology Specialists, and Technology Assistants are not to be called to an employee's home to repair or troubleshoot any School-loaned equipment.

Employees are not responsible for normal wear and tear on School technology equipment. However, employees are responsible for damage to School technology equipment caused by the employee's dishonesty, gross negligence, or willful act.

#### **4. Confidentiality and Privileges**

Information stored on the Electronic Communications Systems is intended to be kept confidential within the School. The School has taken all reasonable steps to assure confidentiality and security. Like other means of communication, however, it is not possible to guarantee complete security of electronic communications either within or outside the School, and care should be exercised when electronically sending or receiving sensitive, privileged, or confidential information. For example, information sent through the Internet can be monitored by external systems en route to its final destination. All users must keep this in mind when forwarding sensitive, confidential, and/or privileged information. When appropriate, this fact should be disclosed to outside contacts.

#### **5. Prohibited Use**

Users are prohibited from using the Electronic Communications Systems for any unauthorized or unlawful purpose, including, but not limited to, the following:

- Users are strictly prohibited from using the Electronic Communications Systems to deliver a message that is harassing, discriminating, or offensive on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related conditions), gender, gender identity, gender expression, age, sexual orientation, veteran status, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. The School has policies against harassment and discrimination, and those policies apply to the use of the Electronic Communications Systems.
- Users are prohibited from using the Electronic Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of others.
- Users are prohibited from using the Electronic Communications Systems to transmit, display, store, publish, or purposely receive any pornographic, obscene, or sexually explicit material.
- Users are prohibited from using the Communications Systems for visiting, or transmitting or receiving data to or from, social networking websites, including, but not limited to, Facebook, Twitter, Pinterest, LinkedIn, YouTube, and MySpace unless such activity is part of your normal course of business, and is provided by the School for School purposes.
- Users must respect all copyrights and licenses to software and other online information and may not upload, download, or copy software or other material



through the Electronic Communications Systems without the prior written authorization of the Director or Administrative Designee.

- Users must not alter, copy, transmit, or remove School information, proprietary software, or other files without proper authorization from the School.
- Users are prohibited from reading, copying, recording, or listening to messages and information delivered to another person's e-mail and voice mail mailboxes without proper authorization, based on legitimate business reasons, from the Director or Administrative Designee. Anyone who receives an electronic communication for which he or she is not the intended recipient must immediately inform the sender that the message was improperly sent and must delete the message from his or her e-mail and voice mail.

## **6. Access and Disclosure**

The Electronic Communications Systems are provided solely for the purpose of conducting FCPS/School business. Incidental and occasional personal use of the Electronic Communications Systems is permitted, but such communications must not disrupt FCPS/School business, and users *do not have any expectation of personal privacy in any matters stored in, created, received, or sent over the Communications Systems.*

To protect the integrity of its systems from unauthorized or improper use, the School (as owner of the Electronic Communications Systems) reserves the right for legitimate business reasons, upon authorization of the Director or Administrative Designee, to monitor, access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent over its Electronic Communications Systems without the permission of or prior notice to any user.

Although the School entrusts you with the use of voice mail, e-mail, computer files, software, or similar School property, you should keep in mind that these items have been installed and maintained at great expense to the School and are only intended for business purposes. At all times, they remain School property. Likewise, all records, files, software, and electronic communications contained in these systems also are School property. You are advised that electronic files, records, and communications on or through the use of School Electronic Communications Systems are not private. Although they are a confidential part of School property, you should not use this equipment or these systems for confidential messages. The use of passwords to limit access to these systems are only intended to prevent unauthorized access to voice mail, e-mail, and computer systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by FCPS and School personnel for any number of business reasons. *As a result, employees do not have an expectation of privacy in this regard.* Accordingly, these systems and equipment should not be used to transmit personal messages, except in necessary situations or when exceptions are specifically sanctioned by management. Voice mail messages and e-mail messages should be routinely deleted when no longer needed. The School is not responsible for costs incurred when employees use School telephones or e-mail systems for personal matters.

You should be advised to use voice mail and e-mail as cautiously as you would use any more permanent communication medium, such as a memorandum or letter. You should realize that e-mail messages:

- May be saved and read by third parties.
- May be retrieved even after “deletion.”
- May be accessed by authorized service personnel.
- May be examined by management without notice for business purposes.

There will be times when FCPS or the School, in order to conduct business, will utilize its ability to access your e-mail, voice mail, computer files or software, or other School property. FCPS or the School may also inspect the contents of your voice mail, e-mail, computers, computer files, or software to monitor job performance, for training or quality control purposes, or when the School suspects that its property is being used in an unauthorized manner.

FCPS and the School reserve the right to use and disclose any electronic non-privileged communication on its Electronic Communications Systems without the permission of or any prior notice to any user, including disclosure to law enforcement officials.

## **7. Discipline**

Any person who discovers misuse of the Internet access or any of the School’s Electronic Communications Systems should immediately contact the Director or Administrative Designee. Any user who violates any part of this policy will be subject to discipline, up to and including immediate termination.

## **8. Modifications**

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

### **G. Technology Ethics Code**

#### **1. Password Security**

All employees agree to safeguard all passwords and not communicate them to others. When entering any passwords, the employee will make every effort to maintain secrecy.

#### **2. Student Internet Usage and Monitoring**

- a. The primary responsibility for keeping students focused on the task at hand lies with the School’s employees. The School’s employees

must make best efforts to prevent exposure of students to inappropriate Internet sites.

- b. Internet usage is to be limited to curricular purposes. No student is to be given unlimited Internet free time.
- c. When on the Internet, students are to have a specific assignment with parameters for the search given by the teacher. Employees are to monitor the websites by roaming the room during these search periods. This applies to all teachers, including substitute teachers.
- d. A periodic check of bookmarks is to be conducted by teachers.
- e. Students are to be instructed regarding personal responsibility to avoid questionable websites. Specific instructions are to be given about what to do if they accidentally find themselves at an inappropriate website. Every parent and every student will sign a policy that will be updated with specific guidelines.
- f. Employees will periodically check the history of websites visited while the student watches. (History of websites can be accessed by Internet Explorer or iPrism.)
- g. Use of a filter (Fortinet) has eliminated some of the problems, but this should not lead to a false sense of security among employees as there is no such thing as a perfectly secure filter.
- h. If there is a problem, an investigation must be conducted. If it is found that an employee was negligent, appropriate action will be taken. This would apply to both Internet sites and password security.
- i. Employees will be provided in-service training about proper and appropriate Internet use.

### **3. Software License Agreement**

- a. Software is to be used according to the provisions of the license agreements.
- b. Unauthorized copies of software will not be made under any circumstances.
- c. Copying software other than for backup purposes is subject to administrative and/or disciplinary action, up to and including dismissal. (Please note that civil and criminal penalties also are possible.)

- d. Any known misuse of software is to be reported to the Director or Administrative Designee.

#### **4. Workstation Integrity**

An employee's workstation is his or her area that contains his or her laptop, document camera, DVD player, microphone, and/or other School technology equipment. The integrity of another person's workstation must be maintained. This includes all files and materials contained in the individual's workstation.

#### **5. Computer Care and Maintenance**

- a. All computer stations are to be clean and well organized.
- b. There is to be no food or liquid on surfaces that share a computer. (This applies to everyone.)
- c. Care should be taken to prevent animal hair, dirt, or fine substances from damaging computers.
- d. Cleaning of equipment is to be conducted regularly.

### **H. Social Media Policy**

#### **1. Scope**

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

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

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

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

## **2. Standards of Conduct**

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

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the School's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. This prohibition applies both during and after your employment with the School.
- Do not post confidential information (as defined in this Handbook) about FCPS and the School, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student.
- You may not engage in social media activities during working hours unless such activity is in the normal course and scope of your job and is directly related to the School and unless the social media site is managed and owned by the School. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the School's background check procedures. Do not "research" job candidates on the Internet or social media websites without prior approval from the Director, Administrative Designee, and/or the FCPS Business Office.
- Be knowledgeable about and comply with the School's reference policy. Do not provide employment references for current or former employees,

regardless of the substance of such comments, without prior approval from the Director, Administrative Designee, and/or the FCPS Business Office.

- Do not post anything that is knowingly false or misleading about the School, fellow employees, students, people working on behalf of the School. When posting information about the School, fellow employees, students, or people working on behalf of the School, please make every effort to verify the accuracy of your posts.
- Do not represent yourself as a spokesperson for the School unless authorized to do so.
- Never be false or misleading with respect to your professional credentials.

### **3. Creating and Using School Social Media**

Employees are only permitted to communicate and connect with students on social media that is owned and operated by the School. Employees are only permitted to communicate and connect with students' parents or guardians regarding School-related matters on social media that is owned and operated by the School. All communications with parents or guardians regarding School-related matters on non-School or personal social media may result in disciplinary action, up to and including termination. Any communication whatsoever with students on non-School or personal social media may result in disciplinary action, up to and including termination.

Employees may only create School-affiliated social media accounts with the authorization of the School. A "School-affiliated social media account" is one that is created for the purposes of conducting School business, School advertising, holding oneself out to be a representative of the School, and/or other School-related and School-driven purposes. This does not include an employee's social media account created primarily for personal use and that simply references where the employee is employed and/or connects with other School employees (although these types of social media activity are governed by other portions of this policy, they do not constitute a "School-affiliated social media account"). All employees who use or participate in School-affiliated social media must adhere to the standards and requirements of this policy and all other School policies.

IT personnel, in addition to the Director, Administrative Designee, and/or the FCPS Business Office, are responsible for approving requests for School social media, monitoring School social media for inappropriate and unprofessional content, and maintaining the social media account information (including, but not limited to, username and password). The School has final approval over all content and reserves the right to close the social media at any time, with or without notice. Any inappropriate or unprofessional communications may result in disciplinary action, up to and including termination.

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

- Submit a completed School Social Media Application, available from IT personnel. The School will review the application and advise you whether your request has been approved or denied.
- After receiving approval, set up the School social media account with your School e-mail address.
- Provide IT personnel with the password. Ensure that IT personnel are provided with any new passwords if changed.

Any social media created and/or used in violation of this policy may result in disciplinary action, up to and including termination.

#### **4. Access**

Employees are reminded that the School's various electronic communications systems, including, but not limited to, its electronic devices, computers, telephones, e-mail accounts, video conferencing, voice mail, facsimiles, internal and external networks, computers, cell phones, smart phones, PDAs, tablets, and other similar devices, are the property of the School. All communications and information transmitted by, received from, or stored in these systems are School records.

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

#### **5. Discipline**

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

#### **6. Retaliation Is Prohibited**

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

#### **7. Questions**

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

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

## **I. Employee Dress Code**

All faculty and administration are required to dress in a professional and businesslike manner while at School and/or when representing FCPS or the School at off-campus events and activities. Dress attire applies before school begins, during conference periods, and during after-school tutoring. The Director or Administrative Designee will make a final determination about whether an employee's appearance violates this policy.

Please read the list below carefully.

- Clothing should not look provocative or sexy.
- Clothing should not be inscribed with inappropriate or vulgar language or pictures.
- Tops should not be low cut or revealing and must fall below the waist or be tucked in.
- Low-cut pants and short tops must cover the torso and should not reveal skin at any time.
- Undergarments must not be visible.
- Vests must have a shirt underneath.
- Clothes may be tailored but should not be tight-fitting.
- Shorts and skorts must be at least mid-thigh length (halfway between the knee and top of the leg).
- Skirts may be worn above the knee but not as high as mid-thigh length.
- Pants may be loose but not inappropriately baggy.
- For safety reasons, shoes must be nearly closed-toe and have some kind of enclosure around the heel.
- Hairstyles, jewelry, tattoos, and body piercings that are prominent, distracting, or disruptive to school activities are not allowed.

In addition to the above, each employee accepts, in general, the responsibility for coming to work daily in appropriate attire. Employees in violation of this policy will be subject to disciplinary action, up to and including termination.

As a special exception for Halloween, employees may come dressed in costume on the day of the parade. Employees should use good judgment and common sense in the selection of their costumes.

## **III. EMPLOYEE CLASSIFICATIONS, HIRING AND QUALIFICATION REQUIREMENTS, AND EVALUATIONS**

### **A. Classifications**

Upon hiring, all employees are classified as the following:



- Certificated or classified;
- Probationary, regular, or temporary;
- Exempt or non-exempt; and
- Full-time or part-time.

All employees are either exempt or non-exempt according to provisions of applicable wage and hour laws. Because all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without cause or advance notice.

An employee will not change from one status to any other status or classification simply because of the number of hours that the employee is scheduled to work or the length of time spent as an employee. The status of a temporary or probationary employee may change only if the employee is notified of the change in status, in writing, by the FCPS Business Office.

## 1. **Certificated and Classified Employees**

**Certificated:** Employees whose positions require a license or credential are certificated employees. This includes, but is not limited to, teachers, counselors, directors, and administrators.

**Classified:** Employees whose positions do not require a license or credential are classified employees. This includes, but is not limited to, employees who do not work with students, employees who do not instruct students, and paraprofessionals/teacher assistants.

## 2. **Probationary and Regular Employees**

**Probationary:** All employees start employment in a probationary status and may only achieve regular status after a sufficient length of continuous employment has passed with satisfactory performance, both to be determined at the sole discretion of the School. Certificated employees must be continuously employed by the School for a minimum of two years before being eligible to become regular employees. Classified employees must be continuously employed by the School for a minimum of one year before being eligible to become regular employees. The School determines at its sole discretion when a probationary employee may become a regular employee.

**Regular:** Employees who successfully complete their probationary status become regular employees and, thus, are subject to the policies and procedures applicable to regular employees.

**Temporary:** An employee who is hired for a particular project or job of limited or indefinite duration is considered a temporary employee. A temporary employee is not eligible to earn, accrue, or participate in any School benefits program, except as otherwise required by law.

## 3. **Exempt and Non-Exempt Employees**

**Exempt:** Pursuant to the federal Fair Labor Standards Act and applicable state laws, exempt employees are those who exercise the requisite degree of discretion and independent judgment and perform certain administrative, professional, and/or executive duties. Exempt employees are not entitled to overtime pay. Exempt employees are expected to report for work and perform their jobs in a regular and timely manner.

**Non-Exempt:** Pursuant to the Fair Labor Standards Act and applicable state laws, non-exempt employees are entitled to overtime pay in accordance with applicable law. Non-exempt employees may have to work hours beyond their normal schedules as work demands require. Non-exempt employees are required to take meal and rest periods in the manner described in this Handbook.

## 4. **Full-Time and Part-Time Employees**

**Full-Time:** An employee who is regularly scheduled to work and regularly works at least 30 hours per week is considered a regular full-time employee. Generally, full-time employees are eligible for School benefits, such as health care plans, vacation, holidays, and sick leave.

**Part-Time:** An employee who is regularly scheduled to work and regularly works fewer than 30 hours per week is considered a regular part-time employee. Unless applicable law provides otherwise, part-time employees are not eligible for School benefits, such as health care plans, vacation, holidays, and sick leave.

## **B. Hiring Requirements**

### **1. Tuberculosis Testing**

No person shall be employed by the School unless he or she has submitted proof of an examination within the last four years stating that he or she is free of active tuberculosis (TB). This examination shall consist of an X-ray of the lungs or an approved intra-dermal tuberculin test that, if positive, shall be followed by an X-ray of the lungs. Thereafter, all employees shall be required to undergo the foregoing examination at least once every four years. After such examination, each employee shall cause to be on file a certificate with the School from the examining physician showing the employee was examined and found free from active tuberculosis.

The examination is a condition of initial employment, and the expense incident thereto shall be borne by the applicant.

### **2. Background Checks**

It is the policy of the School to require fingerprinting and background checks for its employees consistent with legal requirements.

The School may, on a case-by-case basis, require an entity providing School site services to certify that the entity's employees comply with the requirements for fingerprinting, unless the School determines that the employees of the entity will have limited contact with pupils. To make such a determination, the School must consider all relevant circumstances, including factors such as the length of time the contractors will be on school grounds, whether pupils will be in proximity with the site where the contractors will be working, and whether the contractors will be working by themselves or with others. If the School makes this determination, the School shall take appropriate steps to protect the safety of any pupils that may come in contact with these contractors. If a School requires an entity to comply with the fingerprinting requirements, the entity is required to comply with this section.

On a case-by-case basis, the Director or Administrative Designee shall determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

### **3. Immigration Compliance**

The School is committed to full compliance with federal and state immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that every individual provide satisfactory evidence of his or her identity and legal authority to work in the

United States no later than three business days after he begins work. Accordingly, all new hires must go through this procedure.

#### **4. Certification**

The School's core academic teachers are required to hold a current California Commission on Teacher Credentialing credential, permit, certificate, or other document equivalent to that which a teacher in a public school would be required to hold. All core academic teachers are required to have achieved "highly qualified" certification as per the Elementary and Secondary Education Act (ESEA) at the time of hire. Non-core teachers may not be required to comply with this policy.

It is the responsibility of each teacher to ensure that credentials are renewed in a timely manner and remain current.

In preparation for certification renewal, teachers must be sure that all renewal requirements (e.g., coursework, documentation, test passage, and/or professional growth plan and record) are completed and available well ahead of application. Teachers shall complete all certification renewals online. Upon renewal, the original document shall be submitted to the Director or Administrative Designee, who will make two copies: one for the FCPS Business Office (to be filed in the employee's personnel file) and the other to be submitted to the Los Angeles County Office of Education. Employees are to meet with the Director or Administrative Designee at least thirty days prior to the expiration of their certification.

#### **C. Other Credentials**

##### **1. National Board Certification**

National Board Certification is intended to recognize documented and objective teacher excellence. Any teacher who achieves National Board Certification will be eligible to receive a yearly stipend, the amount of which will be determined by the Board of Directors prior to the start of the new school year. If granted, such a stipend would be in addition to the teacher's salary. If granted, payments on the stipend amount would begin the next fiscal year (July 1). If an employee receiving this stipend is later subject to a salary reduction, then the amount of the stipend is also proportionally reduced.

While there is no guarantee, this stipend could possibly continue through the ten-year life of the certification provided that: (1) the teacher remains employed by the School; (2) the teacher complies with all requirements articulated by FCPS and the School in relation to this program and specific responsibilities identified for each certified teacher; (3) the stipend receives continued approval by the Board of Directors; and (4) FCPS and the School, in its sole discretion, determines that there is continued and adequate funding for the stipend program.

##### **a. Five Core Propositions**

**National Board Certified teachers will demonstrate their commitment to continued excellence as identified in the Five Core Propositions set forth by the National Board for Professional Teaching Standards.**

- i. Proposition 1: Teachers are committed to students and learning.
- ii. Proposition 2: Teachers know the subjects they teach and how to teach those subjects to students.
- iii. Proposition 3: Teachers are responsible for managing and monitoring student learning.
- iv. Proposition 4: Teachers think systematically about their practice and learn from experience.
- v. Proposition 5: Teachers are members of learning communities.

**b. Yearly Review**

The Director will meet individually with each National Board Certified teacher to review his or her accomplishments in each of the five areas. Recommendations will be presented if necessary and shared with the Board of Directors. The Board of Directors will determine continued receipt of the stipend.

**c. Stipend**

The amount of the stipend and the continuation of this program will be renewed yearly and ratified by the Board of Directors and is subject to modification at FCPS and the School's sole discretion.

**2. Substitute Teachers**

All non-School teachers who are interested in substitute teaching at the School are first interviewed and recommended by the Director.

All substitute teachers must be fully qualified with a current credential on file with the Los Angeles County Office of Education and the California Commission on Teacher Credentialing. For substitute teachers who are hired directly by FCPS, original credential must also be submitted to the Director or Administrative Designee prior to placement on the School's substitute list. A copy of the credential will be placed in the substitute teacher's personnel file for documentation. For substitute teachers hired through a private agency, the agency will provide verification of the current credential of all teachers assigned to work at the School.

**D. Performance Evaluations**

Newly hired employees will have their performance goals reviewed by their supervisor within the probationary period.

In addition, each employee may receive periodic performance reviews conducted by his or her supervisor. At such times, the employee's supervisor may review job performance with

the employee in order to establish goals for future performance and to discuss the employee's current performance.

Furthermore, performance evaluations will be conducted annually, at the end of the employee's school year, except for paraprofessionals who will be evaluated twice a year. However, the frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. Performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance.

Job performance will be a significant factor for the setting of salaries and potential for advancement. However, favorable performance evaluations do not guarantee increases in salary or promotions. Rather, salary increases and promotions also will depend on a number of other factors in addition to performance and such increases and promotions are solely within the discretion of FCPS and the School. After the performance evaluation, the employee will be required to sign the evaluation report simply to acknowledge that it has been presented and discussed by the supervisor and that the employee is aware of its contents.

This policy does not alter the at-will employment relationship. Failure by the School to perform evaluations as set forth herein will not prevent the School from disciplining and/or terminating an employee.

#### **E. Certificated Staff Assistance Plan**

Teachers who are suffering from unsatisfactory performance may be subject to an Assistance Plan. Lead Teachers will work directly with regular teachers who have been recommended for assistance by the Director or Administrative Designee. A plan of action will be developed that includes, but is not limited to, the following, or any combination thereof:

- Written lesson plans—daily and/or weekly;
- Refining classroom schedules;
- Modeling transitions and management of classroom routines and procedures;
- Building, refining, enhancing instructional practices;
- Developing appropriate interactions with students, parents and/or colleagues; and/or
- Refining classroom management systems.

Lead Teachers will participate in classroom observations in the identified teacher's classroom to document implementation of the Assistance Plan.

While on an assistance plan, teachers will not be eligible for step and column or any other salary increases afforded to other regular teaches. Salary advancement will recommence once the teacher has achieved a satisfactory level of performance.

After one year of assistance, a committee consisting of the Director or Administrative Designee, all Lead Teachers, and Faculty Representatives of the School will determine next steps for the teacher receiving assistance:

- Satisfactory level of performance: Offer of employment agreement and teacher continues with the evaluation process as outlined in the Evaluation Handbook.
- Unsatisfactory level of performance:
  - Offer of employment agreement and teacher continues with the Assistance Plan for an additional one year. By March 1 of the second year, either a satisfactory performance level has been attained or there will be no offer of employment agreement and termination of employment will be recommended to the Board of Directors.

**OR**

- No offer of employment agreement and recommendation for termination of employment to the Board of Directors.

**F. Classified Staff Performance Improvement Plan**

When an employee's performance is unsatisfactory, the School may at its sole discretion implement a performance improvement plan ("PIP") for that particular employee. The PIP will include specific steps for the employee to take to improve performance within a designated period of time. If the employee does not correct his or her performance within this time frame, he or she will be subject to termination of employment.

**G. Council/Committee Participation**

All exempt employees who work six hours or more a day are required to be participating members of one of the School's advisory councils or committees. Meeting dates and times are posted in the Weekly Bulletin, and regular and punctual attendance is a condition of continued employment:

- Teachers and all other full-time employees will attend all scheduled meetings of their council/committee.
- If an employee's employment is terminated, such employee may no longer participate in council/committee meetings in any form.
- In June of each year, employees will submit a request for council/committee placement for the following school year. The Board of Directors will review requests and place employees according to the needs of the School.

- New employees will prioritize their preferences for council/committee placement at the time of hire. The Board of Directors will place the employee considering the employee's preferences and the needs of each advisory council/committee.

#### **IV. EMPLOYMENT POLICIES AND PRACTICES**

##### **A. Personnel Files**

###### **1. General**

At the time of employment, a personnel file is established for each employee. Employees should advise the School of changes that should be reflected in their personnel files as soon as possible. Such changes include: name, address, telephone number, number of dependents, and emergency contact(s). Prompt notification of these changes is essential.

All employees may notify the Director or Administrative Designee of any personal information that would be necessary in a medical emergency.

###### **2. Right to Inspect**

All employees have the right to inspect certain documents in their personnel files, as provided by law, in the presence of a School representative, at a mutually convenient time.

A request to inspect and/or copy documents contained in the employee's personnel file must be: (1) directed to the employee's supervisor; (2) made in writing (including a description of the documents sought); (3) dated; and (4) signed by the employee whose records are sought. After receipt of the employee's request, the School will respond within a reasonable time frame and in accordance with applicable law.

If an employee disputes an item in his or her file, the employee may submit a memorandum outlining his or her points of contention. However, no action is required of the School in response to such a memorandum unless some other School policy or applicable law relates to the situation and requires the School to take action.

###### **3. Limited Disclosure**

The School will restrict disclosure of each employee's personnel file to authorized individuals within the School. If employee requires disclosure of his or her personnel file to an outside individual, then the employee must submit a dated, signed, and written request to the Director or Administrative Designee that describes which documents the employee seeks to disclose. Moreover, the employee must execute a release before the School will disclose any personnel documents.

Notwithstanding the above, FCPS and the School will cooperate with requests from authorized law enforcement, legal mechanisms (such as subpoenas), or local, state, or federal agencies conducting official investigations or as otherwise legally required.



## **B. References**

Reference calls must be referred to the Director or Administrative Designee. When the School receives a reference call for a former employee, the information provided shall be limited only to the dates of employment and the position held at the date of termination.

## **C. Conflicts of Interest**

### **1. General**

The School seeks to avoid situations in which actual or potential conflicts of interest may exist. To implement this objective, the School will attempt to avoid work assignments and working relationships that involve actual or potential conflicts of interest because these may potentially lead to complaints of favoritism, lack of objectivity, employee morale problems, potential claims of harassment or discrimination, and problems fulfilling responsibilities and duties owed to the School.

All employees must avoid situations involving actual or potential conflicts of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the School's business dealings. For purposes of this policy, "relatives" are defined to include spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Instances where an actual or potential conflict of interest may arise include, but are not limited to, the acceptance of gifts, engaging in outside activities, and personal and familial relationships.

An employee involved in any relationship or situation that may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances, up to and including termination or transfer or affected employees. Failure to disclose facts shall constitute grounds for disciplinary action, up to and including termination.

### **2. Conflict of Interest in Hiring**

It is the intent of the School that all hiring will be done in an unbiased manner. To fulfill this intent, the following procedures will be followed for all hiring:

1. The Director will have no relatives employed at the specific school that he or she supervises.
2. Any member of an interview committee who is a relative or friend of a candidate will remove himself or herself from the interviewing and selection process for all candidates for that position.
3. Prior to interviewing applicants, committee members will be asked whether they are acquainted with any candidates. If they are acquainted, the interviewing committee will decide if they should be disqualified.

4. When an applicant is recommended for hire, all members of the Board of Directors will be asked whether they are acquainted with the candidate prior to the Board's vote. If anyone is acquainted, the Board of Directors will decide if the Board member should be disqualified.
5. All responses and decisions concerning Board member disqualification from the interview and/or voting process will be documented in writing.

#### **D. Work Basis**

An employee's calendar depends on his or her position as follows. However, the Executive Director (with the approval of the Board of Directors) has the sole and absolute discretion to determine a different calendar for any employee.

##### **1. General Education and Special Education Teachers**

These employees are expected to work 191 days (184 instructional days plus 7 staff development days).

##### **2. Selected Certificated Full-Time Employees (School Psychologist, Speech and Language Therapist, Elementary School Counselor, and others to be identified as needed by the Board of Directors)**

These employees are expected to work 201 days (184 instructional days, 7 staff development days, and 10 days for collaboration with other Special Education employees and administrators. These additional 10 days are subject to yearly Board approval).

##### **3. Administrators**

These employees are expected to work 224 days.

##### **4. Year Round Employees**

These employees (those in FCPS Business Office, Technology, Maintenance and Custodial) are expected to work 249 days.

##### **5. Schedules and Timekeeping**

###### **a. General**

All employees are informed of their work schedules when hired. After employment has begun, the Board of Directors advises employees of their work schedules on an annual basis. Work hours are not flexible.

###### **b. Arrivals**

Employees must sign in at the time of arrival and out at the time of departure so that the School is aware at all times of who is present on campus. Any tampering with the sign-in/sign-out sheets will result in disciplinary action, up to and including termination.

Employees must arrive at their work stations at designated times. For example: If the employee is a teacher, the arrival time is 7:40 A.M. so students may be picked up at 7:50 A.M. (Beginning and ending times of the school day may vary, but all teachers are to arrive 10 minutes prior to the start of the school day and are to leave no sooner than 10 minutes after the end of the school day.) If the employee is a Teacher Assistant, he or she must arrive prior to the designated start time in order to sign in and report to his or her assignment at the designated time.

**c. Leaving Campus During the Work Day**

Employees must sign in and out if leaving campus during the workday so that the School is aware at all times of who is present on campus. The sign-in/sign-out sheet is maintained in the Main Office.

**6. Absences and Tardiness**

**a. General Responsibility to Report Absence and Tardiness**

It is the responsibility of the employee to contact the School prior to the start of the workday if he or she is going to be absent or late. All employees must document hours when they leave early or arrive late on their time card/sign-in sheet or Absent Personnel Log. Sick or vacation hours will be applied when applicable.

**b. Particular Rules for Teacher Absences and Tardiness**

Teachers will log in the Substitute Teacher's name on the Absent Personnel Log if possible, or inform the Main Office of the Substitute Teacher's name, prior to the start of school on the day of absence. Teachers must log sick or vacation hours, whichever is applicable, on the Absent Personnel Log when they leave early or arrive late. Sick or vacation hours are applicable regardless of whether a Substitute Teacher has been retained or not.

**c. Coverage by Substitute Teachers**

Substitute Teachers are paid for the hours worked. On minimum days, shortened days, etc., if the substitute chooses to leave after the students have been dismissed, the substitute's pay will reflect the shorter hours. If the substitute chooses to complete the regular work hours, the substitute will be given other duties to complete. Substitute teachers may be retained on an hourly basis. If a substitute teacher cannot be retained and the teacher must leave campus, the teacher must inform an administrator.

**d. Coverage by Teacher Room Partners**

Classroom coverage by a teacher's room partner is permitted for only brief periods of time and is limited to cases of emergency or unusual circumstances. Classroom coverage cannot be used for preplanned personal reasons (i.e., the employee's child's winter performance, a doctor's appointment scheduled a month in advance, etc.). An administrator must preapprove plans for classroom coverage prior to the time of coverage.

**e. Repeated Tardiness and Absences**

Unless otherwise protected by applicable law, if an employee has difficulty reporting to work on time or has chronic absences, any of the following actions may result:

- verbal warning
- written notification
- disciplinary action including termination of employment

**7. Staff Development Days**

All full-day staff development days are mandatory. If a teacher, year round employee, or extended year employee is absent, the School may take disciplinary action, up to and including termination. Employees may be excused from attendance in the event of a severe illness or emergency at the discretion of the Director or Administrative Designee.

**8. Hours of Work**

Hours of work for all full and part-time employees are reviewed on an annual basis by the Board of Directors. The employee will be informed of his or her working hours/schedule beginning each year. The School reserves the right to alter schedules as it may require.

**9. Workday and Workweek**

The School's workweek begins Sunday at 12:00 A.M. and ends the following Saturday at 11:59 P.M. The workday begins at 12:00 A.M. and ends at 11:59 P.M.

**E. Meal and Rest Periods**

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

Rest Periods: All non-exempt employees are authorized, permitted, and strongly encouraged to take a 10-minute rest period every 4 hours worked or major fraction thereof. Ordinarily, this amounts to two 10-minute rest periods per 8-hour workday. The first rest period should be taken roughly in the middle of the 4-hour work period prior to lunch, and the second rest period should be taken roughly in the middle of the 4-hour work period following lunch. You do not need to record the times of these rest periods. You will be paid for the time spent on your rest periods.

During your meal periods and rest periods, you may not work at all. You are excused from all duties. In addition, please understand that you may not join together required meal or

rest periods in order to take a longer break. Also, you may not miss a required meal or rest period in order to start work later or leave work earlier.

All non-exempt employees are expected to observe their assigned working hours and the time allowed for meal and rest periods. The School reserves the right to modify an employee's workday start and end times and the number of hours worked. If an employee is prevented from taking a meal or rest period as set forth in this policy, the employee should report this to the Director or Administrative Designee.

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

## **F. Lactation Accommodation**

Employees may use their meal and/or rest periods for the purpose of expressing breast milk. If required, a reasonable amount of additional time will be provided. Such additional time will be unpaid.

A private place to express breast milk, other than a toilet, will be provided in close proximity to the employee's work area. The employee's normal work area may be used if it allows the employee to express milk in private. Please see the Director for more information.

## **G. Salary Schedules and Stipends**

### **1. Service Requirements for Salary Schedules**

The Board of Directors reviews salary schedules on an annual basis.

For salary increase purposes, when teachers attend conferences required by the School, hours earned will not apply toward moving up the salary schedule. The hours will apply toward Professional Growth for credential renewal.

For purposes of fulfilling requirements for moving from probationary status to regular status, and for movement to the next "step" on the salary schedule, a full school year for classroom teachers consists of a minimum of 150 days (out of 184 instructional days) of onsite service in the teacher's regular classroom assignment. A full school year for employees working year round consists of a minimum of 205 days (out of 249 days) worked. The Board of Directors will determine the definition of a "full year" for all calendars on an annual basis.

Probationary Teachers may advance one column (additional units) per school year. Regular status teachers may advance one column every six months. The Board of Directors reserves the right to deny units for column advancement as deemed necessary based on the reputation and credibility of the institution awarding the units of study.

For purposes of step advancement (years of service) and column advancement (additional units), there shall be no salary advancement, including any across-the-board salary increase approved for employees, for any employee placed on an "assistance plan."

The Board of Directors reserves the right to alter, amend, modify, and/or eradicate this policy at its sole and absolute discretion, with or without notice.

## **2. Performance Requirements for Salary Schedules**

The following tables are to be used to determine salary increases beginning in the 2013-2014 school year:

### **Teacher Evaluations and Earned Increase Criteria**

Three components comprise the Earned Increase Criteria:

- 1) Teacher Effectiveness:
  - A checklist based on Charlotte Danielson's Enhancing Professional Practice: a Framework for Teaching is used for classroom observations;
  - The classroom observation team consists of five staff members selected from the following: two administrators, appropriate Faculty Representative, grade level Lead Teacher and the teacher being observed.
  - Overall proficient scores must be received from four out of the five team members.
  - Observations are scheduled semi-annually and once a semester.
- 2) Average Daily Attendance Percentage of 97.5% or higher (deviation from this percentage will be at the discretion of the Director and Student Attendance Manager).
- 3) Professional Responsibilities
  - Adhering to all aspects of the Employee Handbook
  - Adhering to the all items identified on the Teacher Contract under Professional Responsibilities.

Career increments are actually earned by successfully completing a certain number of professional development units and are thus earned increases. Years of service increments have previously been given for merely completing another year (at least 150 days out of a possible 184).

Beginning in the 2015-16 school year, the following salary increases are subject to the FCPS Earned Increases Criteria:

- Years of service increment increases (step advancements);
- Any across-the-board salary increases granted by the Board of Directors

Any teacher on an assistance plan will not be eligible for any earned increase for that year. If by March 15<sup>th</sup> of a second year on an assistance plan, the teacher is still deemed to need an assistance plan, that teacher will automatically be terminated at the end of the second year per the teacher Evaluation Handbook.

**Classified Employee, Other Certificated Employee, and Administrator Employee Evaluations and Earned Increase Criteria**

The classified employee framework was developed prior to calculating the average rating for any of the employees who would be affected. Representatives who participated in the discussion did not have access to where employees affected by this decision fell in terms of the scale created.

The framework below is intended for implementation beginning in the 2015-16 school year. The Directors, Faculty, and Classified Representatives will continue to refine the guidelines as needed. All possible salary increases are subject to the criteria presented below:

**Classified Employee Evaluations**

**Rating Scale**

1. Unacceptable
2. Below Standard
3. Standard
4. Above Standard
5. Outstanding

Rating	Determination
3.5 average or below	Does not qualify for salary increase
3.6 average or above	Qualifies for salary increase

**Certificated Employee Evaluations\***

Rating	Determination
Not recommended by Administrator and Immediate Supervisor	Does not qualify for salary increase
Recommended by Administrator and Immediate Supervisor	Qualifies for salary increase

\*Certificated, non-register carrying staff

**Administrator Employee Evaluations**

**Rating Scale:**

1. Not Meeting Responsibilities
2. Meeting Responsibilities
3. Exceeding Responsibilities

Rating	Determination
2.5 average or below	Does not qualify for salary increase
2.6 average or above	Qualifies for salary increase

Beginning on July 1, 2015, new hires will be placed on the 2015-2016 updated salary schedule to ensure the School's ability to compete with traditional public schools. Beginning in the 2016-2017 school year, salary schedules from the 2015-2016 school year for all respective positions will be followed and no salary increase will be given to new hires in July 2016. Mid-year evaluations using the percentages above will determine if a salary increase is warranted in January 2017.

This same process of determining salary increases for new hires will be followed from July 2016 moving forward. The initial salary or hourly rate of newly hired employees will follow the schedule used for that particular group of employees for the prior year. Mid-year evaluations (by December) based on the percentages above will determine if the salary increase will be given to the newly hired employee the following January.

### **3. Independent Study Process Requirements for Salary Schedules**

The following policies will be implemented beginning on July 1, 2017:

- 1) Participation by teachers in fully effectuating the FCPS Independent Study Program, when appropriate, is mandatory for all register-carrying teachers at all FCPS schools.
- 2) It is the expressed intent of FCPS to maintain an average ADA in all its schools of 97.5% or above to maximize student achievement and revenue. Consistent with stakeholder input and the mandates of the FCPS petitions, the Board declares as policy the following:
  - Any salary increase and/or participation in step and column increases for the 2017-2018 school year and beyond for any register-carrying teacher will be contingent upon that teacher's students maintaining an average ADA of 97.5% or above for the entire year.

On a case-by-case basis, when a teacher can demonstrate good faith and diligent efforts to maintain or improve student attendance, but such efforts fail, the Director or Administrative Designee may exempt from the calculation such students solely for purposes of determining the salary increase noted herein.

### **4. Additional Stipends**

National Board Certified teachers may be eligible to receive an annual stipend for the ten-year life of the certification. See related provision in this Handbook. As noted in that provision, if an employee receiving this stipend is later subject to a salary reduction, then the amount of the stipend is also proportionally reduced.

Lead teachers may be eligible to receive compensation for the fulfillment of their responsibilities with a stipend that is determined on an annual basis by the Board of Directors. Grade level teachers nominate and elect lead teachers with final approval by the Board of Directors. The qualifications and responsibilities for lead teachers are reviewed on an annual basis by the Board of Directors. The Board of Directors determines whether to award such a stipend in its sole discretion.



## **H. Overtime**

Non-exempt employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculated overtime. Holiday, vacation, and sick days, for example, are not hours worked and therefore not counted in any overtime calculations. All overtime work must be previously authorized by a supervisor. The School provides compensation for all overtime hours worked by non-exempt employees in accordance with applicable state and federal laws.

Exempt employees may have to work hours beyond their normal schedules, as work demands require. Exempt employees are not entitled to overtime compensation.

## **I. Timekeeping**

All non-exempt employees are required to record time worked on a time card for payroll purposes. All non-exempt employees must record their own time at the start and at the end of each work period. Non-exempt employees must also record their time at beginning and end of each meal period. A supervisor must initial any handwritten marks or changes on the time card. Marking another employee's timecard, allowing another employee to mark his or her timecard, or altering a timecard is not permissible and is subject to disciplinary action, up to and including termination. Any errors on the employee's time card should be immediately reported to the Director or the Administrative Designee.

## **J. Paydays**

All full-time employees are paid semi-monthly on the fifth and twentieth of each month. Part-time employees are paid semi-monthly on the tenth and twenty-fifth of each month. When either of these days falls on a weekend or holiday, employees are paid on the first workday preceding the weekend or holiday.

Employees immediately should report any errors in their paycheck to the FCPS Business Office or the School Office Manager.

## **K. Class Assignments**

### **1. Reorganization**

The yearly reorganization of the School (grade, and room assignments for teachers) will be made by a committee consisting of the co-chairs of the Human Resource and Personnel Council (FACS), Personnel Committee (FPC, SMBCCS, FCLA and STEM), Curriculum and Assessment Council (FACS) Instruction Committee (FPC, SMBCCS, FCLA and STEM), Faculty Representatives, and the Directors and other administrative staff.

After assignments have been posted, teachers may request any of the open positions. The Human Resource and Personnel Council (FACS) and Personnel Committee (FPC, SMBCCS, FCLA and STEM) will review requests and determine any necessary changes. There will be no further movement after this one opportunity and any remaining open positions will be filled with new hires. Final approval of assignments will be made by the Board of Directors.

## **L. Smoking**

All School buildings and facilities are non-smoking facilities. For purposes of this section, “facilities” means the entire School campus.

## **M. Personal Business**

The School’s facilities for handling mail and telephone calls are designed to accommodate School business. Personal mail should be directed to the employee’s home address and personal phone calls should be limited to an absolute minimum. Personal calls should not be made outside the School’s immediate dialing area. The School’s materials, time, or equipment may not be used for personal projects.

### **1. Personal Purchases/Orders**

Employees may not have any personal purchases, orders, invoices, or mail sent to the School. No one may use the School’s name or address for personal purchases, orders, invoices, or mail. “Personal” is defined as purchases, orders, invoices, or mail that is non-educational and not intended for classroom use. This excludes items purchased for use at the School.

### **2. Employees’ Children on Campus**

Children of employees, whether School students or not, are not allowed in the classroom or workstation during the employee’s workday. Exceptions are allowed only in the case of an emergency or unusual circumstance with prior approval of an administrator.

Per the School’s Home School Contract, children of employees may volunteer with prior approval of the Director or Administrative Designee if they are in fifth grade or above. Student volunteer guidelines apply.

Children of employees are not allowed in the Staff Lounge or other adult-only areas (e.g., Resource/Supply Room, school-business related meetings ).

## **N. Solicitations and Distributions Policy**

FCPS and the School have established the following policy to create a work environment that promotes the well-being and safety of both employees and students and enables employees to focus on academic improvement and high caliber teaching. FCPS and the School limit the solicitation of employees and distribution of non-work related materials in the educational environment for the purpose of promoting an environment that is centered on teaching and learning. Unrestricted solicitation and/or distribution on school premises are likely to interfere with these goals. Accordingly, solicitation and distribution is expressly restricted below by this Policy in order to maintain the necessary environment.

### **1. Definitions**

(a) The term “working time” is defined as the working time of both the employee doing the soliciting/distributing and the employee to whom the soliciting/distributing is directed.

Working time does not include meal periods (unless on-duty), rest periods, or any other specified periods during the workday when employees are not expected to be actively performing their job, including any period in which employees are not on duty.

(b) The term “working area” is defined as all student and/or parent areas, student transport areas, and all other locations on school premises where employees perform work. Working areas exclude faculty lounges, break areas, and parking areas, except for those employees who perform work there.

(c) The term “literature” includes, but is not limited to, materials, in either written or electronic form, used for advertisement, solicitation, fund-raising, political, sales, or promotional purposes.

(d) The term “student and/or parent areas” refers to places used frequently and regularly by students or parents, such as classrooms, corridors, offices, nurse stations, playgrounds, parent lounges, waiting or sitting areas, and elevators.

(e) The term “solicitation” includes, but is not limited to, asking for support, selling, seeking assistance for an issue or cause, or seeking contributions.

## **2. Guidelines**

(a) Employees:

(i) Employees may not solicit during working time or in student and/or parent areas for any purpose.

(ii) Employees may not distribute literature at any time, for any purpose, in student and/or parent areas, or other working areas.

(iii) Employees may not utilize the School’s computers, copiers, fax machines, e-mail system, voice message system, or internal mail for solicitation or distribution of non-work related literature at any time, for any purpose. Usage of these systems and equipment may be monitored to ensure compliance. Employees should have no expectation of privacy in their use of the School’s Electronic Communications Systems and equipment.

(iv) To avoid disrupting the educational environment and to create and sustain a culture of respect and professionalism, employees may not wear any buttons, badges, t-shirts, or insignia on their person while in student and/or parent areas, nor display any insignia, badge, or button on a desk or workstation in student and/or parent areas, that identifies, or states a slogan of, or encourages membership in any fraternal, civic, charitable, political, or labor-related club or organization. Only an employee’s identification badge should be worn and all other pins, buttons, and insignia are not allowed unless it is included as part of the official badge and directly relates to the delivery of educational services and is a sponsored activity by the School. Such button, pin, or insignia must be limited in size and any language directly related to the delivery of

educational services. Nothing in this policy permits objectionable or otherwise inappropriate clothing in violation of the Employee Dress Code policy.

(v) The School recognizes and respects that employees may have interests in events and organizations beyond the primary mission of the workplace. However, employees must abide by the terms of this Policy with respect to soliciting and distributing for those events or organizations.

(vi) Solicitation of gifts, tips, or gratuities from students, parents, or vendors is strictly prohibited.

(b) Non-Employees:

(i) Persons not employed by FCPS or the School may not solicit or distribute literature on School property at any time, for any purpose, other than approved business reasons related to the School's educational programs. Any violation should be promptly reported to the Director or Administrative Designee.

(ii) All visitors must obtain permission to be present on School property and must sign in with the front office and obtain a visitor's badge. Non-employees who are not parents of enrolled students shall not be anywhere on School property unless they have a legitimate business reason to be present. Non-employee business invitees are only allowed in student and/or parent areas or working areas when furthering a legitimate business need of the School and only after receiving permission of the Director or Administrative Designee.

(iii) Exception: Non-employees may be present on School property for the limited purpose of attending Board meetings that are open to the public and only for the time period during which the public Board meeting occurs. Non-employees may speak and distribute literature at public Board meetings as permitted by the Board.

(c) Bulletin Boards and Postings: Official bulletin boards are to be used for the posting of official material related to the operations and objectives of FCPS or the School only. All materials to be posted in any manner on an official bulletin board must have prior authorization from the Director or Administrative Designee. The posting of materials on walls, corridors, halls, elevators, lobbies, doors, or areas other than official bulletin boards is prohibited. The Director or Administrative Designee may provide a bulletin board for personal postings of personal or student/parent thank you cards, events (marriages, births, deaths, etc.), or invitations. Such postings should be consistent with the mission and conduct standards of the school.

(d) E-mail Usage: The computer and internet system utilized by employees is School property provided solely to conduct school business. Official email addresses may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or any other non-business matters. To ensure compliance with this policy, internet, computer and email usage may be monitored. Employees do not have an expectation of privacy in any internet use of FCPS or School property, including the School's Electronic Communications Systems.

(e) Off-Duty Visitation:

(i) Off-duty employees may have occasion to enter School facilities to retrieve personal property, visit students or staff, attend non-work related meetings and functions, attend classes, or as otherwise authorized. At all times during any such off-duty visitation, off-duty employees are expected to follow this Solicitations and Distributions Policy. Off-duty employees are prohibited from soliciting on-duty employees at any time and off-duty employees in working areas. Off-duty employees are also prohibited from distributing literature to employees in working areas and student and/or parent areas at any time.

(ii) Exception: Employees may be present on School property for the purpose of attending Board meetings that are open to the public. Employees may speak and distribute literature at public Board meetings as permitted by the Board.

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

**O. Health and Safety Policies**

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. Every employee will receive a copy of the Injury and Illness Prevention Program, which is kept by the Business Office of FCPS and is available for review.

In addition, employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to their supervisor any potential health or safety hazards and all injuries or accidents.

**P. T.B. Testing**

Prior to commencing employment with the School, individuals must submit an acceptable form of written proof of a tuberculosis examination administered within the past sixty (60) days that demonstrates that they are free of active tuberculosis. Any person who has transferred his or her employment from another school shall be considered to have met this requirement if he or she can produce a certificate that shows that he or she was examined in the past four (4) years and was found to be free of communicable tuberculosis or if it is verified by the previous school that it has the certificate on file.

If required, this examination shall consist of an approved intra-dermal tuberculin test that, if positive, shall be followed by an X-ray of the lungs. Submission of proof that the applicant is free of active tuberculosis is a condition of employment. Thereafter, all employees shall be required to undergo the foregoing examination at least once every four years, excepting "food handlers" who shall be examined annually. After such examination, each employee shall cause to be on file a certificate with the School from the examining physician showing the employee was examined and found free from active tuberculosis.

The examination is a condition of initial employment, and the expense incident thereto shall be borne by the applicant.

## **Q. Criminal Background Checks**

It is the policy of the School to require fingerprinting and background checks (i.e., LiveScan) as conditions of employment consistent with legal requirements.

In addition, the School may require an entity providing school site services to certify that the entity's employees comply with the requirements for fingerprinting, unless the School determines that the employees of the entity will have limited contact with pupils. If the School requires an entity to comply with the fingerprinting background check, the entity must comply with the requirement.

On a case-by-case basis, the Director or Administrative Designee shall determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

## **R. Security Protocols**

### **1. General Procedures**

The School has developed guidelines to help maintain a secure workplace. Employees are to be aware of unknown persons loitering in parking areas, walkways, entrances, exits, and service areas. Employees are to report any suspicious persons or activities to security personnel or to their supervisors. Employees are to secure their desks or offices at the end of the day. When called away from the work area for an extended length of time, the employee should not leave valuables or personal articles around the workstation that may be accessible. The security of facilities as well as the welfare of the School's employees and students depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify their supervisors when keys are missing or if security access codes or passes have been breached.

### **2. Key Procedures**

When an employee loses a School key, the following guidelines will be followed:

*1st incident:* Warning

*2nd incident:* Employee will pay for lost key(s) and all costs for rekeying if authorized by applicable law

*3rd incident:* Appropriate disciplinary action

## **S. Payroll Withholdings**

The School is required by law to withhold contributions for Federal Income Tax, State Income Tax, and Social Security (FICA) from each employee's pay (Social Security is required

withheld from non-exempt employees only). Every deduction from the employee's paycheck is explained on the employee's check voucher. If the employee does not understand the deductions, the FCPS Business Office should be consulted.

## **T. Expense Reimbursements**

The School reimburses employees for any reasonably necessary school materials and reasonable business expenses incurred within the course and scope of employment. All materials purchased must have the employee's supervisor's prior approval and all business travel must have the advance approval of the Director or Administrative Designee for reimbursement purposes.

If an employee has agreed to attend a conference, fees have been paid by the School, and the employee cannot attend, he or she must: (1) advise his or her supervisor as soon as possible; and (2) assist in arranging for another employee to attend in his or her place. An employee who fails to attend the conference(s) that has been paid for by the School may lose his or her ability to attend such conferences. Exceptions will be made at the discretion of the Director (or Administrative Designee) and the Board of Directors.

## **V. EMPLOYEE BENEFITS**

### **A. Life/Health Insurance and Related Benefits**

#### **1. Health Care Insurance Coverage for Regular Full-Time Employees**

The School offers certain insurance benefits that may include medical, dental, vision, life, and disability insurance benefits to its regular full-time employees as defined by applicable law and regulations. Regular full-time employees will receive summary descriptions of the School's benefit plans from the FCPS Business Office at the time of hire. Available benefit plans may vary and may change from time to time. Affected employees will be advised of any such changes as required by applicable law.

#### **2. Health Care Insurance Coverage Options for Certain Part-Time Paraprofessionals**

Any part-time Teacher Assistant who works six (6) hours daily or more may be eligible for matching funds from the School towards the purchase of a health care plan. For more information, please see the FCPS Business Office.

#### **3. State Disability Insurance**

Non-exempt part-time employees and substitute teachers contribute to the State of California to provide disability insurance. Contributions are made through a payroll deduction. Disability insurance may be payable when the employee cannot work because of a non-occupational illness or injury or when the employee is entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules, regulations, and forms governing disability are available from the FCPS Business Office or the California Employment Development Department ("EDD").

#### **4. Workers' Compensation**

The employee is protected by the School's workers' compensation insurance policy while employed by the School. The policy covers the employee in case of certain occupational injury or illness. If the employee is injured while on the job, the employee must immediately report the injury to his or her supervisor and the Office Manager.

##### **B. Holidays**

To be eligible for holiday pay, an employee must be full-time and non-exempt and must work both the business day before and after the holiday. Part-time employees, temporary employees, exempt employees, and teachers are not eligible for holiday pay. Exempt employees and teachers will receive their regularly scheduled pay during holidays.

Eligible employees will receive time off with pay at their regular rate of pay on the School-observed holidays listed below. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or following Monday. However, the School may close on another day. Holiday observance will be announced in advance. The School reserves the right to change this policy at any time, with or without notice.

Holiday hours do not count as hours worked for purposes of calculating overtime. For example, if you receive 8 hours of holiday pay on Monday and work 40 hours Tuesday-Saturday (8 hours/day), you will not be eligible for overtime.

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

##### **C. Vacation**

Administrators, teachers, part-time employees, temporary employees, and non-year round employees do not earn paid vacation. All other regular full-time employees (as defined in this handbook) who work year round (249-day calendar) begin to earn and accrue vacation starting on the first day of employment at a rate determined by length of continuous service as a regular full-time employee. Vacation accrues on an as-worked basis. Vacation will not accrue during any unpaid leave of absence.



Vacation accrual rates and maximums are as follows:

<b>Length of Continuous Service as a Regular Full-Time Employee (in Years)</b>	<b>Vacation Earned Per School Year Worked (in Days)</b>	<b>Maximum Accrual (in Days)</b>
Year 1	5	10
Year 2	10	20
Year 3	15	30
Years 4+	20	40

For continuing employees who move from a non-year round work schedule to a year round schedule, the employee will begin at the second level, year 2.

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

For both exempt and non-exempt employees, vacation time may be taken in minimum increments of one hour. If an exempt employee absents himself or herself from work for part or all of the workday, he or she may be required to use accrued vacation to make up for the partial day absence.

All employees must have supervisory approval before taking vacation, which must be requested at least ten business days in advance of the beginning of the anticipated vacation period. Vacations shall be scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements. Although the School will attempt to accommodate vacation request to the greatest extent possible, there is not guarantee that any given vacation request will be granted, and the School reserves the right to deny a vacation request based on operational needs of the School. The School reserves the right to schedule vacation time for employees or to compensate employees for accrued, unused vacation time at any time in its sole discretion. If a holiday occurs during your vacation period, you will receive holiday compensation for that day.

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

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

**D. Paid Sick Leave (Part-Time and Temporary Employees)**

The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act and the Los Angeles Minimum Wage Ordinance to provide paid sick leave to eligible employees. Except as provided by this policy, the School will not provide any paid sick leave to part-time and temporary employees.

This policy applies to part-time and temporary employees. In January of each year, part-time and temporary employees will be paid a lump sum payment of 48 hours at their regular rate of pay, which is payment in full of the required paid sick leave for the calendar year.

For new part-time and temporary employees hired after January 1st, the School will make the lump sum payment on the first payroll after an employee’s hire date. During this time, eligible employees may take time off without loss of pay for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee’s family member. Eligible employees may also take time off from work without loss of pay for reasons related to domestic violence, stalking, or sexual assault. However, any such time taken will be deducted from the employee’s lump sum payment.

For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee as well as any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

**E. Sick Leave (Full-Time Employees)**

All regular full-time employees (except temporary employees) are eligible to accrue paid sick days per school year at a rate set forth in the chart below. Sick leave accrues on an as-worked basis. Sick leave will not accrue during any unpaid leave of absence.

<b>Work Basis (in Days)</b>	<b>Sick Leave Earned Per School Year Worked (in Days)</b>
191	11
201	11

224	12
249	13

Sick leave days may be taken in minimum increments of one hour. Sick leave benefits do carry over from year to year. Employees will not receive pay in lieu of unused sick leave. Unused sick leave will not be paid out upon termination.

Eligible employees may use their accrued sick leave benefits to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee’s family member.

For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee as well as any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

Employees may also use their sick leave to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

Unused sick leave may be counted as additional service credit upon retirement with the California State Teachers Retirement System (“STRS”) or the California Public Employee Retirement System (“PERS”) for those employees who are eligible to participate in such benefits in the year in which they earn the sick leave. Employees who are not eligible for STRS and/or PERS when they earn sick leave may not apply unused sick leave toward any future STRS and/or PERS benefits if those employees later become eligible.

Unused sick leave will be transferred to any subsequent California public schools when requested in writing by the employing district/school to the extent permitted by applicable law. Moreover, incoming employees may transfer unused sick leave from any prior California public schools when requested in writing by the incoming employee to the extent permitted by applicable law. Such transferred sick leave is only available for credit to STRS and PERS and is not credited to the employee’s sick leave balance at the School.

The employee must provide reasonable advance notification, orally or in writing, of the need to use sick leave, if foreseeable. If the need to use sick leave is not foreseeable, the employee must provide notice as soon as practicable.

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

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise eradicate this policy at its sole and absolute discretion to the extent allowed by law.

## **VI. LEAVES OF ABSENCE**

### **A. General Rules Regarding Leaves of Absence**

#### **1. Types of Leave**

The School's policy is to grant certain leaves of absence to eligible employees on a non-discriminatory basis within the parameters of its policies and applicable law. Unless applicable law requires a departure from these policies, the following policies will govern the noted leaves of absence.

In general, the School may grant leaves of absence in cases of medical disability, military duty, jury duty, witness duty, or personal emergency.

#### **2. Requests for Leave**

All requests for leaves of absence must be submitted in writing to the appropriate supervisor. Moreover, an employee must provide the School with reasonable notice of his or her desire to take a leave of absence whenever possible. In addition, more specific requirements pertaining to particular types of leave are outlined below.

#### **3. Pay/Benefits During Leave**

Unless provided otherwise by a more specific policy or applicable law, all leaves of absence are only available on an unpaid basis.

Unless provided otherwise by a more specific policy or applicable law, employees will not accrue benefits, such as the accrual of vacation days or sick time, during unpaid leaves of absence.

#### **4. Return to Work**

If an employee fails to return to work on the next regularly scheduled workday following the expiration of his or her leave, the employee may be considered to have voluntarily terminated his/her employment.

### **B. Unpaid Leave of Absence (Medical)**

In an effort to comply with its duty to accommodate employees with qualifying disabilities, the School will provide leaves of absence without pay when an employee is temporarily unable to work due to a mental or physical disability, certified in writing by his or her health care provider, unless such leave would cause an undue hardship to the School. Approved absences of less than two weeks are not treated as medical leaves of absences but rather as excused absences without pay. Employees granted unpaid medical leave have no right to guaranteed reinstatement.

Benefit accrual, such as vacation, sick leave, and holiday benefits, will be suspended during an unpaid medical leave period and will resume upon return to active employment.

Unless otherwise required by law, the School does not continue to pay premiums for health insurance coverage for employees on unpaid medical leave. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

### **C. Discretionary Unpaid Leave of Absence (Non-Medical)**

The School may grant a discretionary leave of absence to employees in certain unusual circumstances. It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor and the FCPS Business Office during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted your supervisor or the School, the School will assume that you do not plan to return and that you have voluntarily terminated your employment. Employees do not continue to accrue vacation, sick leave, or holiday benefits while they are on unpaid discretionary leaves of absence.

Unless otherwise required by law, the School does not continue to pay premiums for health insurance coverage for employees on discretionary unpaid leaves of absence. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

#### **1. Rules Particular to Discretionary Non-Medical Leaves by Full-Time Regular Employees**

Regular full-time employees may request an unpaid personal leave in writing from the Board of Directors. Unless otherwise required by law, there is no guarantee of a position upon the teacher's return from this form of unpaid personal leave.

If the employee on personal leave would like to return to the School, the teacher must contact the Board of Directors by January prior to the school year when the teacher would like to return. If there are job openings for positions for which the employee is qualified for the next school year, an interview will be scheduled with the Director or Administrative Designee and appropriate committee prior to interviews with any new applicants.

After all leave applicants have been interviewed, the Director or Administrative Designee will determine which candidates will be offered positions.

The Director's (or Administrative Designee's) recommendation will be submitted to the Board of Directors for approval prior to the interview of any new applicants.

#### **2. Rules Particular to Discretionary Non-Medical Leaves by Part-time Employees**

Regular part-time employees requesting a non-emergency, non-illness related unpaid personal leave of absence that is more than five (5) consecutive work days, but no longer than ten (10) consecutive work days, must submit a request in writing at least three (3) weeks prior to the first day of the anticipated personal leave of absence to the Director or Administrative Designee. The supervisor to whom the part-time employee is assigned, the Director or Administrative Designee, and the appropriate representatives will review the request and determine whether or not to grant the leave.

To request an unpaid personal leave of absence that is more than ten (10) consecutive workdays for a non-emergency, non-illness purpose, the part-time employee must submit a written request to the Board of Directors. The request must be made at least three (3) weeks prior to the first day of anticipated personal leave of absence. The Board of Directors will review the request and determine whether or not to grant the leave.

#### **D. Family and Medical Leave**

Eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive) and have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use the School's Request for Leave form, which is available upon request from the FCPS Business Office. You should submit your request to the Director or Administrative Designee. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

1. the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. the care of the employee's spouse, child, parent, or registered domestic partner with a "serious health condition";
3. the "serious health condition" of the employee;
4. the care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
5. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, or registered domestic partner requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide the School with a medical certification from your health

care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from the FCPS Business Office.

Family and medical leave may be taken for up to 12 workweeks during the designated 12-month period (with the exception of qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a “rolling twelve months” looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. Qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law. You will be required to use any accrued vacation during unpaid family and medical leave. You will also be required to use any accrued sick leave during unpaid family and medical leave that is due to your own or a family member’s serious health condition. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California’s State Disability Insurance plan or Paid Family Leave program) or workers’ compensation insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available vacation and/or sick leave.

During a family and medical leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If you do not return to work on the first workday following the expiration of an approved family and medical leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. In certain circumstances, “key” employees may not be eligible for reinstatement following a family and medical leave. The School will provide written notice to any “key” employee who is not eligible for reinstatement.

If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact the Director or Administrative Designee.

#### **E. Pregnancy Disability Leave**

The School provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. You should use the School’s Request for Leave form, which is available upon request from the FCPS Business Office. You should submit your request to the Director or Administrative Designee. A health care provider’s statement must be submitted, verifying the

need for such leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to the School. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

The School will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a health care provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, the School may require the employee to transfer temporarily to an available alternative position. This alternative position will have equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any accrued sick time during any unpaid portion of pregnancy disability leave. Employees may also elect to use any accrued vacation time during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available vacation and/or sick leave.

Benefit accrual, such as vacation, sick leave, and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the School with at least one week's advance notice of the date she intends to return to work.

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceased to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

If you have any questions regarding pregnancy disability leave, please contact the Director or Administrative Designee.



## **F. Workers' Compensation**

At no cost to you, you are protected by the School's workers' compensation insurance policy while employed by the School. This policy covers you in case of occupational injury or illness. Employees are required to immediately report any accidents and/or injuries occurring on the job to his or her supervisor or the Director or Administrative Designee. For more information, please contact the Director or Administrative Designee.

## **G. Military Leave of Absence**

Military leaves of absence will be granted without pay in accordance with state and federal law. However, in order to be eligible, employees must submit verifications from the appropriate military authority. Eligible employees may be entitled to reinstatement upon completion of military service, provided: (1) they have a certificate of satisfactory completion of service; (2) they submit an application for employment within ninety (90) days of discharge or as the law may otherwise provide; (3) they are qualified to fill their former position; and (4) all other legal requirements are met to qualify the employee for reinstatement rights.

The employee may use accrued vacation time during military leave. Time spent on military leave counts for purposes of determining "length of service." However, the employee will not accrue vacation or sick leave or receive holiday pay during military leave.

## **H. Jury and Witness Duty**

Regular full-time and part-time non-exempt employees will be excused from work for required court duty as a juror or witness, but this time shall be unpaid. Exempt employees shall receive their full weekly salary for any week in which they perform any work and also provide jury service. Employees may elect to use any accrued vacation during jury/witness duty leave. Teachers are strongly encouraged to postpone their jury duty to non-instructional days, such as summer break.

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

## **I. Bereavement Leave**

Each regular full-time employee will be provided with three paid bereavement days (within California) and five paid bereavement days (out-of-state) for family members. Family members will be defined as members of the employee's or spouse's immediate family, which means the parents, grandparents, spouse, significant other, child or grandchild, brother, sister, (step or foster), or any other person living in the immediate household of the employee. If an employee requires more than the three days (within California) or five days (out-of-state) for bereavement leave, the employee may use accumulated sick days.

## **J. School Activities and Daycare Leave**

Employees may take unpaid leave to participate in their children's school activities. Parents, guardians, or grandparents with custody of a child may take up to eight hours each calendar month (up to a maximum of 40 hours each school year), regardless of the number of children they have, provided they give reasonable notice to their supervisor. This includes activities at kindergarten through twelfth grade and licensed day care center activities. School verification of the employee's participation is required. Employees may use accrued vacation while attending a child's school activities. If both parents of a child are employed by the School at the same worksite, only the parent who first gives notice to the School is entitled to the planned absence at any one time. The second parent may only take time off with the School's approval.

## **K. Suspended Pupil Leave**

California law requires employers to provide time off for parents required to visit a child's school when the child has served a period of suspension from school. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten through twelfth grade and must present to his or her supervisor the school's letter, which requests the employee's appearance at the school, at least two days before the requested time off. Employees may use accrued vacation while attending a child's school under these circumstances. If not, suspended pupil/child leave will be unpaid.

## **L. Time Off to Vote**

The School encourages its employees to fulfill their civic responsibilities by participating in elections. Because polls are open from 7:00 A.M. until 8:00 P.M., employees are generally able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours and have not requested an absentee ballot, then the School may grant up to two hours of paid time off to vote.

Employees must request time off to vote from their supervisor at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift; whichever provides the least disruption to the normal work schedule.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

## **M. Emergency Duty/Training Leave**

In California, no employee shall receive discipline for taking time off to perform emergency duty/training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty/training, please alert your supervisor so that he or she may be aware of the fact that you may have to take unpaid time off for emergency duty/training. In the event that you need to take time off for emergency duty/training, please alert your supervisor before doing so whenever possible. Time off for emergency training may not exceed 14 days per calendar year.

Emergency Duty/Training Leave is unpaid. You may choose to use your accrued vacation if you wish to receive compensation for this time off, but you are not required to do so.

If you feel you have been treated unfairly as a result of taking or requesting Emergency Duty/Training Leave, you should contact your supervisor or any other manager, as appropriate.

#### **N. Leave for Domestic Violence, Sexual Assault, and Stalking Victims**

If you are a victim of domestic violence, sexual assault, or stalking you may take unpaid time off to help ensure the health, safety, or welfare of you and/or that of your child. Specifically, you may take such leave for the following reasons:

- (a) To obtain a temporary or permanent restraining order or other court assistance;
- (b) To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- (c) To obtain services from a shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
- (d) To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
- (e) To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking including temporary or permanent relocation.

If you need to take time off for any of the above reasons, you should notify your supervisor in advance, if possible. If your absence is unscheduled, you may be asked to provide documentation, such as a police report, court order, or other evidence that you appeared in court, or documentation from a counselor or domestic violence advocate. Although this leave is unpaid, you may use your accrued vacation or paid sick leave, as appropriate, if you wish to receive compensation for this time off.

You may also take unpaid time off to recover from domestic abuse or sexual assault pursuant to the School's family and medical leave policy.

The School does not tolerate any acts of discrimination, harassment, or retaliation against employees who are victims of domestic violence or sexual assault. If you believe you have been the victim of any such act, please contact your supervisor, the Human Resources Department, or any another manager, as appropriate. The School will maintain the confidentiality of requests for time off due to domestic violence, sexual assault, or stalking to the extent possible and as allowed by law.

#### **O. Leave for Crime Victims and Their Family Members**

If you are the victim—or an immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child of a

registered domestic partner) of the victim—of a violent felony, serious felony (as defined by the California Penal Code), or felonies related to theft or embezzlement, you are permitted to be absent from work to attend judicial proceedings related to the crime.

- P. You must provide your supervisor with written notification for each scheduled proceeding, unless advance notice is not possible. This time off is unpaid. You may choose to use your accrued vacation, but this is not required.****Adult Literacy Education Leave**

The School will reasonably accommodate any eligible employee seeking to enroll in an adult literacy education program provided the accommodation requested would not result in an undue hardship to the School. The School does not provide paid time off for participation in an adult literacy education program.

- Q. Drug and Alcohol Rehabilitation Leave**

The School will reasonably accommodate any eligible employee who wishes to voluntarily enter and participate in a drug or alcohol rehabilitation program provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in a drug or alcohol rehabilitation program. The School will make reasonable efforts to keep the fact that the employee enrolled in an alcohol or drug rehabilitation program as confidential as possible.

The School does not provide paid time off for participation in an alcohol or drug rehabilitation program. However, you may utilize accrued sick leave if you want compensation for this time off.

This in no way restricts the School's right to discipline an employee, up to and including termination, for violation of the School's policy regarding drug and alcohol use.

- R. Civil Air Patrol Leave**

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

Employees are required to give the School as much notice as possible of the intended dates upon which the leave would begin and end. The School will restore the employee to the position he or she held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued vacation.

## **S. Leave for Bone Marrow and Organ Donors**

Pursuant to California law, the School will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person; the School will also provide up to 30 business days of paid leave within a one-year period to an employee who donates an organ to another person. The School requires that bone marrow donors use up to five days of available accrued sick or vacation time during the course of the leave. Organ donors must use up to ten days of available accrued sick or vacation time during the course of the leave.

To qualify for this leave, an employee must have been employed for at least 90 days prior to the commencement of the leave and must provide the School with written verification of his or her status as an organ or bone marrow donor and the medical necessity for the donation. During such leave, the School will continue coverage under its group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give the School as much notice as possible of the intended dates upon which the leave would begin and end.

## **VII. TERMINATION OF EMPLOYMENT**

### **A. Resignations**

Should it become necessary for an employee to terminate his or her employment with the School, the employee should notify his or her supervisor regarding the intent to terminate employment as far in advance as possible. At least two weeks' notice is expected whenever possible.

Otherwise, each year, prior to the reorganization of classes, all School employees will complete a "Letter of Intent," indicating their intent to continue or not continue employment at the School for the following school year.

### **B. Involuntary Terminations of Employment**

The School may elect to terminate an employee's employment pursuant to its policies and the terms of its agreement, if any, with the employee.

### **C. Salary and Benefits in the Event of Termination**

#### **1. Salary**

In the event of termination of employment prior to the end of an employment contract, the employee shall be entitled only to the prorated salary and benefits earned through the last date of actual service.

#### **2. Accrued/Unused Vacation**

Any accrued but unused vacation days will be paid out at the employee's final rate of pay and in accordance with applicable law.

### **3. Accrued/Unused Sick Leave**

Unused sick leave will not be paid out upon termination. However, unused sick leave will be transferred to any subsequent California public schools when requested in writing by the employing district/school to the extent permitted by applicable law.

### **4. Insurance**

If a departing employee is participating in the School's health benefit plans, the employee will be sent information regarding his or her rights under COBRA.

## **D. Retirement**

### **1. General**

Retirement at age sixty-five is not compulsory. An employee who wishes may retire (or take semi-retirement).

Retired certificated employees may work as substitute teachers at the School following procedures for placement on the School's substitute teachers' list.

Classified employees may work part-time to equal what Social Security will allow. Depending on the applicable PERS rules at the time, it may be possible for the employee to draw PERS and Social Security at the same time. All other taxes including Social Security will be deducted from salary according to federal and state tax laws.

Continuing employment after retirement is at the sole discretion and recommendation of the Director or Administrative Designee of the School with final approval by the Board of Directors.

### **2. Retirement Systems**

#### **a. STRS**

All full-time certificated employees of the School will continue to be with the State Teachers' Retirement System ("STRS"). Employees will contribute the required percentage and the School will contribute the employer's portion. All withholdings from employees and the School will be forwarded to the STRS fund as required.

Employees will accumulate service credit years in the same manner as all other members of STRS.

#### **b. PERS**

All full-time classified employees will be members of the Public Employees' Retirement System ("PERS"). Participating employees and the School will contribute the required rate as designated by PERS.

Employees will accumulate service credit years in the same manner as all other members of PERS.

Social Security payments will be contributed for all qualifying PERS members.

**c. PARS**

The School will continue to participate in the Public Agency Retirement System (“PARS”) for non-PERS/STRS eligible part-time employees.

**3. Health and Medical Benefits for Retirees (includes Medical, Dental, and Vision Coverage)**

Full-time benefited School employees who retire from the School and begin collecting their STRS/PERS retirement allowance will be eligible for continuous health and medical benefits based on the following criteria and formulas:

**Tier 1:**

Employees who meet one of the following criteria will receive full lifetime benefits after retirement (benefits comparable to those received by the full-time benefited staff at the time of and during the employee’s retirement):

- The employee was hired as a full-time benefited employee of the Los Angeles Unified School District on or before May 31, 1992, resigned from the Los Angeles Unified School District to work at the School by June 30, 2007, and has continuous service at the School from the time of resignation from the LAUSD until the time of retirement.
- The employee was hired as a full-time benefited employee of the Los Angeles Unified School District on or after June 1, 1992, resigned from the Los Angeles Unified School District to work at the School by June 30, 2007, has years of qualifying service and age totaling eighty (80) by the time of retirement, and has continuous service at the School from the time of resignation from the LAUSD, until the time of retirement.

Benefits will cover the employee and the spouse for the life of the employee. However, the spouse must be married to the employee prior to the employee’s retirement from the School in order to qualify for this benefit. (The surviving spouse may purchase benefits through COBRA for 36 months from the School.)

If an employee co-payment for health and medical insurance premiums is in place at the time of the employee’s retirement, the retired employee will be responsible to continue to make the same co-payments, paid monthly, until reaching age 65 and enrolling in Medicare, as a condition of continuing to receive the health and medical insurance benefits.

In order to maintain this coverage, the retiree must continue to receive a STRS/PERS allowance and must enroll in Medicare Parts A and B upon reaching age 65 and maintain

enrollment in Medicare Parts A and B continuously. The spouse must also enroll in Medicare Parts A and B upon reaching age 65.

Upon the death of the employee, the surviving spouse may purchase the same percentage of benefits through COBRA for 36 months.

***Tier 2: for all other full-time benefited employees who do not qualify for Tier 1 and were hired by June 30, 2007***

Years of service will determine the percentage of the School's contribution toward retirement health benefits with a cap of \$15,000 per year. The Board of Directors will review this cap as needed.

- An employee must have at least fifteen (15) years of full-time benefited service in a California Public School, including the School, in order to qualify for retiree health benefits.
- After 15 years of full-time benefited service in a California Public School, including the School, an employee will qualify for a 15% contribution by the School for health benefits, with a cap of \$15,000. If the 15% contribution from the School totals more than \$15,000, the employee will pay the difference.
- This pattern of combined years of service and equivalent percentage with a set cap will continue through year nineteen (19).
- After twenty (20) years of full-time benefited service in a California Public School, including the School, an employee will qualify for a percentage of contribution from the School according to the following formula:

*Years of combined service multiplied by two, plus the years of service at the School, with a cap of \$15,000.*

Example: 20 years of combined service multiplied by two = 40

10 years of the 20 years was at the School:  $40 + 10 = 50$

The School will contribute to 50% of the cost of the employee's health benefits with a cap of \$15,000.

- If the percentage reaches 100% or more, there will be **no** cap on the amount contributed by the School.

Example: 40 years of combined service multiplied by two = 80

All 40 years of employment were at the School:  $80 + 40 = 120$

The School will pay for full coverage (100% of the cost of the employee's health benefits) with **no** cap.



Benefits will cover the employee and the spouse for the life of the employee. However, the spouse must be married to the employee prior to the employee's retirement from the School in order to qualify for this benefit. (The surviving spouse may purchase the same percentage of benefits through COBRA for 36 months from the School.)

If an employee co-payment for health and medical insurance premiums is in place at the time of the employee's retirement, the retired employee will be responsible to continue to make the same co-payments, paid monthly, until reaching age 65 and enrolling in Medicare, as a condition of continuing to receive the health and medical insurance benefits.

In order to maintain this coverage, the retiree must continue to receive a STRS/PERS allowance and must enroll in Medicare Parts A and B upon reaching age 65 and maintain enrollment in Medicare Parts A and B continuously. The spouse must also enroll in Medicare Parts A and B upon reaching age 65.

Upon the death of the employee, the surviving spouse may purchase the same percentage of benefits through COBRA for 36 months.

***Tier 3: for all other full-time benefited employees hired on or after July 1, 2007***

Years of service will determine the percentage of the School's contribution toward retirement health benefits with a cap of \$15,000 per year until the retiree reaches age 65 at which point the employee will no longer receive School benefits. In order to maintain this coverage the retiree must continue to receive a STRS/PERS allowance.

- An employee must have at least twenty (20) years of full-time benefited service in a California Public School, including the School, in order to qualify for retiree health benefits.
- After 20 years of full-time benefited service in a California Public School, including the School, an employee will qualify for a 20% contribution by the School for health benefits, with a cap of \$15,000. If the 20% contribution from the School totals more than \$15,000, the employee will pay the difference.
- This pattern of combined years of service and equivalent percentage with a set cap will continue through year thirty (30).
- After thirty (30) years of full-time benefited service in a California Public School, including the School, an employee will qualify for a percentage of contribution from the School according to the following formula:

*Years of combined service multiplied by two, plus the years of service at the School, with a cap of \$15,000 with benefits ceasing at age 65.*

Example: 30 years of combined service multiplied by two = 60

10 years of the 30 years was at the School:  $60 + 10 = 70$

The School will contribute to 70% of the cost of the employee's health benefits with a cap of \$15,000 up to age 65.

- If the percentage reaches 100% or more, there will be **no** cap on the amount contributed by the School.

Example: 40 years of combined service multiplied by two = 80

All 40 years of employment were at the School:  $80 + 40 = 120$

The School will pay for full coverage (100% of the cost of the employee's health benefits) with **no** cap with benefits to cease at age 65.

Benefits will cover the employee and the spouse until the employee reaches age 65 at which time the employee and spouse may purchase the same percentage of benefits through COBRA for 36 months. However, the spouse must be married to the employee prior to the employee's retirement from the School in order to qualify for this benefit.

If an employee co-payment for health and medical insurance premiums is in place at the time of the employee's retirement, the retired employee will be responsible to continue to make the same co-payments, paid monthly, until reaching age 65 and enrolling in Medicare, as a condition of continuing to receive the health and medical insurance benefits.

Upon the death of the employee, the surviving spouse may purchase the same percentage of benefits through COBRA for 36 months.

### **Tiers 1, 2, and 3:**

Employees will continue in the same medical, dental, and vision plans in which they were enrolled at the time of retirement if available and remain enrolled throughout. If not available, the retiree will be offered enrollment in the most comparable plan available. Opt-outs will enroll in the School's plans during the open enrollment period the year prior to the year of retirement.

The School's budget includes a reserve to provide health benefits for retirees. The establishment of an irrevocable trust, the Fenton Charter Public Schools Public School Employee Retirement Healthcare Benefits Trust, has been initiated. Actuarial studies are conducted as required by FASB ASC 715-60.