



# Employee Handbook 2020-2021

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## ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT AN ELECTRONICALLY SIGNED COPY OF THIS STATEMENT TO THE DIRECTOR OF TALENT & HR VIA THE LCPS HUMAN RESOURCES INFORMATION SYSTEM (HRIS).

EMPLOYEE NAME: \_\_\_\_\_

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please sign/date electronically and submit to the School through the School's HRIS, and retain this Handbook for your reference.**

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## **INTRODUCTION TO HANDBOOK**

### **Welcome and Our Mission**

On behalf of the Board of Directors, faculty, families, and students of Lighthouse Community Public Schools (“LCPS” or “School”), we would like to welcome you to our community of learners. We believe that each one of us has strengths to offer in addition to having areas for growth. We deeply value your commitment to work at the LCPS and to engage in our collaborative process of learning for all. We are excited to learn and grow with you. The mission of LCPS is to prepare a diverse, K-12 student population for college and the career of their choice and to be lifelong change makers in their communities by equipping each child with the skills, knowledge, and tools to become a self-motivated, competent, lifelong learner. At LCPS, we believe that an exceptional education brings out each child’s unique light and potential. Inequity our public schools severely limits the potential of our children, their families, and the future of Oakland. We are an innovative model for public education that puts each child at the center of their own learning. The Lighthouse community is equal parts love and rigor where children discover their unique light within. Lighthouse Community Public Schools is a beacon for public education and each graduate fulfills the promise of a better, brighter Oakland. This handbook is a guide for all LCPS employees as we seek to carry out our important work and achieve our mission.

### **Charter School Background**

Charter schools are nonsectarian public schools of choice that operate with freedom from many of the regulations that apply to traditional public schools. The “charter” establishing each such school is a performance contract detailing the school's mission, program, goals, students served, methods of assessment, and ways to measure success. The length of time for which charters are granted in California is five (5) years. At the end of the term, the entity granting the charter may renew the school’s charter. Charter schools are accountable to their sponsor—in our case, the Oakland Unified School District -- to produce positive academic results and adhere to the charter contract. The basic concept of charter schools is that they exercise increased autonomy in return for this accountability. They are accountable for both academic results and fiscal practices to several groups: the sponsor that grants them, the parents who choose them, and the public that funds them.

### **Mission and History of Lighthouse Community Public Schools**

The mission of LCPS is to prepare a diverse, K-12 student population for college and the career of their choice and to become lifelong change makers in their communities by equipping each child with the skills, knowledge, and tools to become a self-motivated, competent, lifelong learner. In order for every child to reach his or her fullest potential, we prioritize the following tenets:

- Holding every student to high expectations
- Providing a rigorous curriculum
- Serving the Whole Child

- Involving Families
- Fostering a Professional Learning Community

The vision of LCPS was borne out of the belief that every child has the right to an excellent education. This vision has inspired teachers, parents, and community members to design a school where every child is held to high expectations, is small enough so that every child is known well, where families are an integral part of the school, and where teachers are constant learners. LCPS was unanimously approved by the Oakland Unified School District in June of 2001. In 2002, LCPS opened with 92 students in grades K and 6 and has added about 90 students each year. In 2005, the K – 12 charter was amended to a K – 8 charter and a 9 – 12 charter. The 9 – 12 charter received its first renewal in 2009-2010; the K– 8 received its second renewal in 2010-2011 and its third renewal in 2015-2016. In 2008-09, the Lighthouse received a six-year accreditation from WASC and graduated its first class of seniors, with 21 of 21 with plans to attend a four-year college. In our 15th year, we opened a second site, Lodestar, which is in its fifth year of operation enabling us to further serve the East Oakland community.

### **General Professional Expectations**

At LCPS, we consider the work we do of utmost importance. Therefore, we have very high expectations for professionalism and performance of each one of our employees. All employees should treat all individuals, students, teachers, directors, volunteers, and family members, with respect and approach all situations as opportunities to learn.

### **Response to Inquiries**

At LCPS, strong communication with students and their parents/guardians is vital to the success of our students. Therefore, teachers, staff members, and administrators will be held to the expectation that they respond to inquiries, questions, emails, phone calls, etc. to parents within forty-eight (48) hours of receiving them.

### **Purpose of Handbook**

This Handbook is designed to help employees get acquainted with LCPS. It explains some of our philosophies and beliefs, and describes some of our employment guidelines in general terms. Although this Handbook is not intended to be an exclusive or comprehensive policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace any official plan documents (e.g., health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Due to the fact that the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. LCPS also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Board of Directors has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Director of Talent & HR.

Employees must sign the acknowledgment form at the beginning of this Handbook electronically, and return it to the Director of Talent & HR via the School's HRIS system. This will provide the School with a record that each employee has received this Handbook.



## **CONDITIONS OF EMPLOYMENT**

### **Equal Employment Opportunity Is Our Policy**

LCPS is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make 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.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. LCPS will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. LCPS will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

## **Employment At-Will**

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered “at-will” employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

## **Licensure and Certification**

All School teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold, consistent with applicable law. Pursuant to AB 1505, please note that the credentialing flexibility previously afforded to noncore, noncollege prep charter school teachers has been eliminated. As a result, all teachers in charter schools must hold the appropriate credential for their assignments. Please note that current charter school teachers have until July 1, 2025 to obtain their credential. However, current charter school teachers must have a Certificate of Clearance from the CTC by July 1, 2020.

Substitute teachers must possess the minimum of an active Emergency 30-Day Substitute Teaching Permit as required by law.

As a condition of initial and continuing employment, teachers must demonstrate they possess the applicable credential required for their position. Failure to do so may result in placement on an unpaid leave of absence or termination of employment.

All other staff and consultants must demonstrate the abilities necessary to effectively carry out their responsibilities but may not require a California Teaching Credential.

## **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any 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.

LCPS will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

### **Criminal Background Checks**

As required by law, all individuals working or volunteering at the School as per our Volunteer Policy will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or conviction to the Director of Talent & HR.

### **Tuberculosis Testing**

All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) or a negative TB test within the last sixty (60) days. As an alternative, the school/school district previously employing the employee may verify that the employee has a certificate on file showing that the employee is free from infectious TB. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will

be borne by the applicant. LCPS shall reimburse employees for the costs of subsequent TB risk assessments/examinations.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

### **Immigration Compliance**

LCPS will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, LCPS will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

### **Professional Boundaries: Staff/Student Interaction Policy**

LCPS recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

#### Corporal Punishment & Harassment, Discrimination, or Humiliation

Corporal punishment, harassment, discrimination, or humiliation shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

Harassment and discrimination include but are not limited to verbal conduct such as epithets, derogatory jokes or statements or slurs, physical conduct such as assault or unwanted touching, or any other form of inappropriate conduct towards a student on the basis of race, gender, or any of the protected classes as outlined in LCPS's Harassment & Discrimination Policy below. Humiliation includes any verbal or physical conduct which has the primary purpose or outcome of shaming or embarrassing a student, particularly when intentionally or negligently made public or brought to the knowledge of a student's peers or other staff members.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
7. Verbally redirecting unacceptable or undesirable student behavior and positively reinforcing desirable and acceptable student behaviors.
8. Using the School's system of known consequences consistently and equitably for all students and communicating privately to students to the extent possible when disciplining their behavior.
9. Maintaining a calm, respectful, and professional tone and language with students at all times.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.
4. Using racial slurs, epithets, or derogatory language directed at students when attempting to discipline their behavior or for any other reason.
5. Engaging in physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with a student's learning because of race, gender, disability, or any other protected basis.
6. Providing different and/or more severe consequences to certain students on the basis of their race, gender, disability or any other protected basis.
7. Using verbal or physical means to shame or humiliate a student in front of their peers or other staff members.

8. Using an unprofessional, disrespectful, or emotionally escalated tone or language with students when attempting to provide discipline that creates fear, emotional harm, or embarrassment.

### Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

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

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

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

### Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

### Examples of Specific Behaviors

The following examples are not an exhaustive list:

### Unacceptable Staff/Student Behaviors (Violations of this Policy)

- (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.
- (g) Seeking emotional involvement with a student for your benefit.
- (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.

#### Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

**(These behaviors should only be exercised when a staff member has parent and supervisor permission.)**

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

#### Cautionary Staff/Student Behaviors

**(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)**

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages, letters, or other forms of social media to students if the content is not about school activities

#### Acceptable and Recommended Staff/Student Behaviors

- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone, instant messages, and other forms of social media and communication to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your 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 fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing your supervisor and the Director of Talent & HR 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 or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

### **Policy Prohibiting Unlawful Harassment, Discrimination and Retaliation**

LCPS is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. LCPS's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

LCPS does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Director of Talent & HR or designee.

When LCPS receives allegations of unlawful harassment, discrimination, or retaliation, the Director of Talent & HR (if a complaint is about the Principal) or the Principal or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process



and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. LCPS is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

#### Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

#### Prohibited Unlawful Sexual Harassment

LCPS is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within six (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual

harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Director of Talent. See **Appendix A** for the general “Internal Complaint Form.” See **Appendix B** for the “Harassment/Discrimination/Retaliation Complaint Form.”

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another’s body, or poking another’s body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person’s sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee’s job more difficult because of the employee’s sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
  - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
  - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most

situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate LCPS policy.

### **Whistleblower Policy**

LCPS requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

### **Drug-Free Workplace**

LCPS is committed to providing a drug- and alcohol-free workplace and to promoting safety in the workplace, employee health and well-being, stakeholder confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other LCPS stakeholders.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

### **Confidential Information**

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or

distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

### **Conflict of Interest**

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Director of Talent & HR, or the Board of Directors, 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. Failure to disclose facts shall constitute grounds for disciplinary action.

### **Children at Work**

If there are extenuating circumstances under which an employee believes it's imperative to have his/her child at work, the employee must request permission by notifying his/her supervisor in writing (i.e., email) prior to doing so. The request should include: a.) when that will occur, b.) what the extenuating circumstances are that justify the need, c.) what the supervision plan for the child is, and d.) how this circumstance may or may not impact the employee's work. It is up to the supervisor's discretion to approve that request, based on the likelihood of the employee to execute his/her work successfully. If school is in session at this time, the child should not participate in recess with LCPS students.

For employees with children in attendance at LCPS, the employee should alert his/her supervisor of any potentially unsupervised gap in his/her child's day, and articulate a plan in writing to his/her supervisor. Common solutions may include: the child stays with the employee if it does not disrupt work, or the child waits in the dismissal area for the employee to conclude work.

### **Media Relations**

It is our goal to give the press a clear, consistent, and up-to-date message about our school and its programs and services. Since information about our activities change often, it is easy to provide the press with information that may be inaccurate or misleading.

Please refer all calls from newspapers, magazines, or radio and television reporters to the Chief Executive Officer.

### **Smoking**

All LCPS facilities are no smoking facilities.

## **THE WORKPLACE**

### **Work Schedule**

Business hours are normally 8:00 a.m. – 5:00 p.m., Monday through Friday. The regular workday schedule for non-exempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

### **Meal and Rest Periods**

LCPS provides employees with meal and rest breaks according to applicable laws. All employees are encouraged to take appropriate meal and rest breaks. During meal and rest breaks, employees are relieved of all duties and should not engage in any work during those times.

Currently, employees working a shift of between five (5) and ten (10) hours on any given workday are required to take a thirty (30) minute meal break. Employees are required to take this meal break every day at the time scheduled by their supervisor or no later than the 5<sup>th</sup> hour of work. An employee working a shift of six (6) hours or less may voluntarily waive this meal period by mutual consent in writing with their supervisor, and the employee must record the waiver on his or her timesheet and submit the waiver to the Director of Talent & HR to place in his or her personnel file.

A non-exempt employee working a shift of three and one-half (3 ½) hours or more also is given a ten (10) minute paid rest break for every four (4) hours or major fraction thereof worked in a workday. Rest breaks should be taken, insofar as practicable, within the middle of each work period. A full-time non-exempt employee who works an eight (8) hour day should typically take one (1) rest break mid-morning, and one (1) rest break mid-afternoon. Employees are expected to and should make every effort to take their rest breaks. Rest break time may not be combined with meal break time. Employees who work less than three and one-half (3 ½) hours in a day are not entitled to a rest break.

LCPS compensates all non-exempt employees for their rest and meal breaks at their regular rate of pay, even though employees are not engaging in work during those times. Meal breaks do not count towards an employee's hours worked for the purposes of calculating overtime. For record-keeping purposes, employees are required to sign off on their timesheets that their meal and rest breaks were taken each day during a pay period. If, despite being encouraged and provided the opportunity to take a meal break, an employee chooses without the supervisor's permission to engage in work, the employee will be compensated at their regular rate of pay and his or her supervisor will work with him or her to revise scheduling or duties to ensure that meal breaks are taken every day that the employee works for five (5) or more hours. If, under rare and extenuating circumstances, an employee is required to work during a meal break, they will be paid for an additional hour for each day a meal break was missed.

The Director of Talent & HR should be aware of and approve scheduled meal and rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

## **Lactation Accommodation**

LCPS accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the non-exempt employee shall be unpaid.

LCPS will make reasonable efforts to provide employees who need a lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations.

## **Punctuality and Attendance**

Any employee who is unable to report for work on any particular day must call their direct supervisor or the main office at least one (1) hour before the start of the scheduled workday. If an employee fails to report to work without notification to their supervisor, the School may consider that employee has abandoned his/her employment and has voluntarily terminated the employment. In such cases, LCPS must provide notice to the employee of the decision, and the employee may file a complaint pursuant to the process outlined in the section below if the employee disputes the decision.

If an employee is absent for medical reasons for more than seven (7) working days, the employee must, immediately upon his or her intended day of return to work, provide the Director of Talent with a physician's statement certifying that the employee is fit to return to duty.

## **Arrangement for Substitutes**

Once teachers know of their anticipated absence, they are required to call their Supervisor and Front Desk Administrative Assistant and then make arrangements for substitutes using designated individuals from the LCPS Substitute Pool.

## **Job Share Policy**

A job share is defined as an arrangement where two (2) employees are employed to share the duties and responsibilities of one full-time position on an hourly, daily or weekly basis, and the salary and leave is allocated on a pro-rata basis. The position is held jointly and is conditional upon the offer of employment being offered to and accepted by both the job share partners.

## **Aims and Objectives**

LCPS is committed to equality of opportunity for all staff regardless of the number of hours worked. In order to facilitate this, LCPS may create working arrangements, in accordance with managerial interests, whereby it can widen its recruitment pool, retain the valuable skills of

existing employees who no longer want to work full-time, and enable staff to retain career development opportunities while working fewer hours.

### Job Share Arrangements

- a. A job share is where two (2) employees voluntarily share the duties and responsibilities of one (1) full-time position, dividing the hours between them. The full-time salary, benefits, and holiday/leave time are allocated on a pro-rata basis to each of the job sharers. Pro-rata share benefits will be made available to job-share employees if they work a minimum of 0.5FTE (note: this is an exception to the general personnel policy that states employees must work 0.6FTE to qualify for benefits, contingent on the fact that the position as a whole exceeds the 0.6 FTE threshold). Job-share employees will be expected to pay for their share of their benefits.

Guidance on job share arrangements can be sought from the Director of Talent & HR when a position becomes vacant, or when a request to job share is received from an existing full-time employee.

All full-time positions may be open to job sharing. Part-time and/or hourly positions are ineligible for job sharing. However, LCPS, in the accordance with managerial interests, reserves the right to ensure that operational needs will not be adversely affected and shall not be obligated to approve all job-share proposals. Nevertheless, agreement to a job sharing arrangement should not be unreasonably withheld.

- b. The way in which the actual hours of a job share position are divided between the job share partners should be decided by the manager/supervisor in consultation with the job share partners, taking into account the following:
  - i. the needs of the school,
  - ii. any limitations on accommodation, equipment etc.,
  - iii. the desirability of building in a handover period or liaison time (the total hours worked by the job share partners should not exceed the normal full-time hours of the post),
  - iv. communication: between the job share partners, between the job share partners and their manager(s), between the job share partners and their colleagues and between the job share partners and their students or case, the need to ensure consistency of approach.
- c. The overall duties and responsibilities of the whole position will be shared between the job share partners. The exact agreed upon working arrangements of the job share partners will be decided by the manager, in collaboration with the job sharers.

### Recruitment and Selection

When recruiting for a position, the School shall adhere to the normal approach of selecting the

candidate (or job share partners) whose skills profile is the closest match to job requirements.

When a joint resume is received from job share partners, it must be assessed in the same manner as applications from other candidates. The normal practice will be to interview and test the job share partners separately in order to assess each one in light of the job requirements. It may also be appropriate to interview the job share candidates together in order to discuss their joint application. An offer made to job share partners is dependent upon both partners accepting the offer of employment.

### Current Full-Time Employees

There may be occasions when a current full-time employee wishes to reduce his/her hours of work by sharing his/her position. Such applications to convert a full-time position to a job share position will be carefully considered. Examples of possible circumstances are employees returning from maternity, paternity or adoptive leave, employees having to care for elderly relatives, employees who may, due to a disability, now wish to work on a part-time basis, or employees who may wish to spend more time on leisure interests.

### Implementation of Job Share Arrangements

#### *Hours of work*

The way in which the full-time hours are divided between the job share partners will be at the discretion of the manager to ensure that operational needs of the School are met. However, examples of how the working week can be divided are as follows:

- Half or split days, i.e. one partner working in the morning and the other partner working in the afternoon.
- Half or split weeks i.e. One partner working the first 2.5 days (Monday to Wednesday morning) and the other partner working the remaining 2.5 days (Wednesday afternoon to Friday) or overlapping when necessary
- Two days one week and three days the next i.e. with the job sharers alternating to work the extra day.
- Alternate weeks i.e. job share partners each work one week on, one week off. This normally is on a Wednesday PM to Wednesday AM basis.

This is not an exhaustive list but merely outlines a few examples. Ideally, the job share partners should work half-time. Sometimes it may be convenient to split the hours on an unequal basis i.e. one partner working two days and the other partner working three days per week. There may be a scenario in which one person is receiving medical/dental benefits and the other is not, depending on the scenario and time allotted to each person.

### Terms and Conditions of Job Share Positions

A position is offered jointly to the job share partners. The offer to one candidate of the job share



partnership is conditional upon the other candidate of the job share partnership accepting it. Job share agreements are in place from one academic or fiscal year to the next and must be re-agreed upon by both parties, with supervisor and Director of Talent & HR approval each year.

### Resignation and/or Termination of Job Share

If one job share partner leaves by choice or is terminated due to lack of satisfactory job performance and the remaining job share partner does not want to work full-time, the following procedure should be followed:

- a. an assessment of the needs of the organization should be carried out to ascertain whether full-time coverage is required;
- b. the vacant half of the job share position should be advertised;
- c. the remaining job share partner should use any available contacts to assist in finding a partner;
- d. if a suitable job partner cannot be found, an organization-wide search for alternative work should be implemented for the remaining job share partner; and
- e. if all the above has been carried out and it is still not possible to either find a replacement job share partner or find the remaining job share partner a suitable alternative position, the remaining partner may be released from employment.

If one job share partner wants to return to full-time and the other wants to remain part-time, or both job share partners want to return to full-time, the following procedure should be followed:

- a. an assessment of the needs of the organization should be carried out to ascertain whether full-time coverage is required; and
- b. if only one full-time job is available, the supervisor will re-interview both employees and make an offer for one position to one employee based upon job performance, qualifications, experience, etc. Prior full-time status will not guarantee a right to return to full-time.

### Conclusion

It is the goal of the LCPS job share policy to serve employees in their needs while not compromising student achievement. The job share arrangement may be terminated at any time should the supervising director believe the job share arrangement is having a detrimental effect on students, achievement of the job's duties, and/or achievement of the School's mission.

### **Flex-Time Policy**

Flex-time is a work schedule which allows employees to work hours that are not within the standard 8:00 AM to 5:00 PM range, while maintaining a high level of service and ability to accomplish the job's duties.

## Aims and Objectives

LCPS is committed to equality of opportunity for all staff regardless of the number of hours worked. In order to facilitate this, LCPS may create working arrangements, in accordance with managerial interests, whereby it can widen its recruitment pool, retain the valuable skills of existing employees who no longer want to work full-time or who may want to work full time but with an alternative schedule, and enable staff to retain career development opportunities.

## Eligibility

Eligibility for flex-time scheduling will be at the supervisor's discretion. Because our mission and school goals rely on consistent adult presence, the more contact an employee has with students, the more restrictive the schedule is. As a result, it may be difficult for a teacher or employee with a consistent caseload of students to obtain a flex-time schedule.

An employee must formally request a flex-time schedule from their direct supervisor in writing. Supervisors will have to carefully examine the flex-time schedules which the employee requests, so that they can coordinate work schedules which ensure ample employee coverage during peak hours.

## Managing Flex-Time

It is the responsibility of the supervisor to verify and ensure performance of employees with flex-time schedules. Flex-time schedules will need to be made transparent to other employees, so that all employees stay aware of who is covering that individual's duties, if applicable. Positive, effective, and clear relationships among all employees involved are important for a successful flex-time policy. Flex-time is a privilege, not a right, and, if abused or in any way adverse to the School's interests, can be taken away at the discretion of the supervisor.

## Flex-Time Options

At LCPS, there are a few types of flex schedules from which to choose: Peak-Hour Flex-Time, Compressed Work Week, and Reduced-Time options. It must be emphasized that because LCPS is a school that requires most employees to be face-to-face with students on a daily basis, flex-time options will be weighed with care for both the employee and the students that we serve. Once an employee signs up for a particular flex-time option, the individual is expected to work that schedule in a consistent manner. However, schedules can be changed. All flex-time work options need to be approved by the direct supervisor and the Director of Talent & HR. In the case of the CEO desiring a flex-time option, Board approval is required.

***Peak-Hour Flex-Time:*** This flex-time schedule shifts daily work hours while still working an eight (8) hour day. For instance, instead of the normal 8am-5pm work day, an employee could work from 7am-4pm, 7:30am-4:30pm, 9:00am-6:00pm, etc. Working any arrangement of hours within an eight (8) hour day constitutes a valid workday. It is important to remember that the level of service must be maintained during peak work hours which will be specific for each job. Therefore, supervisors will need to coordinate the schedules of all flex-time participants to ensure ample coverage during these hours and duties.

**Compressed Work Week:** To maintain this flex-time arrangement, an employee works their full work week in less than five (5) days. For instance, an employee may work four (4) 10-hour days, or on a two-week rotating basis; one (1) week, an employee works a regular 8am-5pm, five (5) day week and the next they work a compressed schedule, which is four (4), 9-hour days and one (1) 4-hour day. It is important to remember that this option is available only to employees who do not have a direct case load/classroom/crew of students that they see on a daily basis. Supervisor discretion will be required to determine if a compressed work week is allowable for a position. In all cases for non-exempt employees, LCPS shall comply with overtime laws as applicable.

**Reduced-Time Options** – These options permit employees to work part-time while juggling other responsibilities, such as caregiving. Reduced-time options include:

- **Part-time work opportunities.** Part-time workers should receive proportionate wages and benefits compared with full-time workers. Similarly, part-time workers should receive proportionate credit for relevant experience needed to qualify for promotions, training programs, or other employment opportunities.
- **Job sharing.** Job sharing programs permit two employees to share one full-time position. In general, employees participating in job sharing programs receive a proportionate share of the salary and benefits. (See complete Job Share policy herein for more information.)

### Trial Period

Upon granting a flex-time arrangement to an employee, the supervisor will revisit how the work arrangement is working after three (3) months. If job performance is not compromised, the flex time agreement may remain in place. If job performance is being compromised due to flex time, a plan to change the arrangement will be made and executed.

### **Time Cards/Records**

By law, LCPS is obligated to keep accurate records of the time worked by non-exempt employees. Such employees shall be required to utilize the School's time clock system.

Non-exempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The time clock indicates when the employee arrived and when the employee departed. All non-exempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Non-exempt employees are solely responsible for ensuring accurate information in their time clock system and remembering to record time worked. If an employee forgets to scan in or makes an error, the employee must contact their supervisor to make the correction and such correction must be initialed by both the employee and the Director of Talent & HR or their designee.

Non-exempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked under another's time clock system. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

### **Use of Email, Voicemail and Internet Access**

LCPS will permit employees to use its email, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal files or email or voicemail messages without the latter's express permission.
4. School staff will not enter an employee's personal email files or voicemail unless there is a business need to do so. LCPS retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
5. Employees should not use personal devices or email accounts for School-related communications as such communications may be discoverable as public records. School-related communications should only take place using School-issued devices and via the employee's LCPS email account.

### **Phone Policy**

LCPS supports communication for professional purposes through one of multiple means:

- Primary usage is conducted via landline phones. Teachers and Administrators can utilize the phone that is stationed in their workspace for professional needs.
- In some instances, specifically, when an employee does not have access to a landline but is required to use a phone for professional reasons, LCPS uses mobile phones via the RingCentral platform. This allows employees to utilize their personal mobile phones, without any association to their personal number or personal phone plan.

### **Personal Business**

LCPS's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Do not use School material, time or equipment for personal projects.

## **Social Media**

If an employee decides to post information on the Internet or social media (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

## **Personal Appearance and Conduct**

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Because each employee is a representative of LCPS in the eyes of the public, each employee must report to work properly groomed, wearing appropriate clothing and maintaining a professional appearance that sets a good example for LCPS students.

## **Health and Safety Policy**

LCPS is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with the School's General Safety Rules and the guidance specified in the LCPS Illness Injury and Prevention Plan and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Director of

Talent & HR and their supervisor any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

### **First-Aid and CPR Training**

All individuals working unsupervised with children or in a classroom setting (i.e. core teachers, advisors, non-core teachers, administrators, aides) must receive, renew, and maintain basic first-aid and CPR certification by the first day of school for students. Failure to meet this requirement will result in withholding of the employee's paycheck until the obligation is met.

### **Security Protocols**

LCPS has developed guidelines to help maintain a secure school site. Be aware of unknown persons loitering in parking areas, walkways, entrances, and exits and service areas of the school. Report any suspicious persons or activities to office staff. Employee desk, classroom, or office should be secured at the end of each day. When an employee is called away from his or her work area or classroom for an extended length of time, valuable or personal articles should not be left around a workstation that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. **Employees should immediately notify a school administrator when keys are missing or if security access, codes or passes have been breached.**

### **Guests and Visitors**

All guests and visitors must report to the main office to sign in and receive a guest pass to enter any LCPS facility.

### **Emergency Plans and Disaster Service Worker Responsibilities**

Appropriate fire exit and earthquake preparedness drills will be administered at least two (2) times per year. California Government Code Section 3101 states that all school employees are considered disaster service workers when a local, state, or federal disaster declaration has been made. During a declared disaster, school employees are required by law, to serve as disaster service workers and cannot leave their school site until formally released up to seventy-two (72) hours. During an emergency, teachers must always have a roster of students under their direct supervision.

### **Occupational Safety**

LCPS is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to

perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. LCPS's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

### **Accident/Incident Reporting**

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during work or on School premises to both their supervisor and the Director of Talent & HR so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

### **Reporting Fires and Emergencies**

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

## **EMPLOYEE WAGES AND HEALTH BENEFITS**

### **Faculty and Staff Compensation**

When appropriate for positions that are staffed by a multitude of individuals (i.e., teachers), the Director of Talent & HR shall propose a salary schedule in accordance with the terms of the Charter and will present it for approval to the Board of Directors. Individual faculty and staff salaries will be determined each year according to LCPS Salary Schedules. For unique positions, salaries will be determined based on the nature of the role and experience and qualifications of the individual.

### **Payroll Withholdings**

As required by law, LCPS shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Director of Finance to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Director of Finance. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Director of Finance and to fill out a new W-4 form.

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

### **Overtime Pay**



Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for non-exempt employees. LCPS will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the immediate supervisor with approval by the Director of Talent & HR or Director of Finance. LCPS provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

### **Paydays**

Paydays are scheduled on the 15<sup>th</sup> and the last day of each month. If a payday falls on a weekend or holiday, then payroll will be processed on the last business day prior to that weekend. If an employee has any payroll questions or observes any error in his or her check, it should be reported immediately to the Staff Accountant.

### **Wage Attachments and Garnishments**

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If the School is presented a second garnishment request concerning an employee, the Director of Finance will discuss the situation with the employee.

### **State Disability Insurance**

LCPS employees contribute a percentage of their salary toward State Disability Insurance (SDI). The SDI Program provides temporary benefit payments to workers for non-work-related-disabilities.

Within SDI are two (2) benefit programs: Disability Insurance (DI) and Paid Family Leave

(PFL). DI benefits are paid to eligible California workers experiencing a loss of wages when they are unable to perform their regular or customary work due to a non-work-related illness or injury, pregnancy or childbirth. PFL benefits are paid to individuals unable to work because they need to care for a seriously ill family member or bond with a new minor child.

The first seven (7) days of a claim is a waiting period for DI which no benefits are payable. There is no waiting period for PFL claims. Benefits begin with the eighth (8<sup>th</sup>) day of disability. Employees cannot receive DI and Unemployment Insurance (UI) or Paid Family Leave (PFL) benefits for the same period. DI is payable for a maximum of fifty-two (52) weeks. PFL is payable for a maximum of eight (8) weeks.

LCPS does not determine SDI eligibility. Please contact the Employment Development Department for more information regarding SDI as needed: [www.edd.ca.gov](http://www.edd.ca.gov).

### **Faculty and Staff Benefits**

LCPS will attempt to provide health, dental, and vision insurance coverage for current staff that is reasonably comparable with coverage provided by the sponsoring district to its employees, provided such coverage is commercially or otherwise available at reasonable cost. LCPS will pay 100% of the cost of such coverage for full-time employees working at least thirty (30) hours per week in accordance with applicable law. LCPS will pay 75% of the cost of such coverage for part-time employees working at least 60% or twenty-four (24) hours per week. No staff member will receive paid health benefits beyond their separation from employment.

LCPS will cover children/dependents at 50% for full-time, regular employees who work at least thirty (30) hours per week, and at 37.5% for part-time employees working at least 60% or twenty-four hours per week. LCPS does not currently pay for spouse or domestic partner benefits. If an employee wishes to have their spouse or domestic partner covered for Medical (currently through Kaiser Permanente) or Dental (currently through Principal), a deduction equivalent to the spouse's/domestic partner's cost will be withdrawn from the employee's pay post-taxes.

### **Medical Plan**

#### Eligibility

Employees are eligible for medical coverage as stated above. Medical benefits are currently provided under Kaiser Permanente which includes medical and vision coverage. This plan is subject to change during the School's Open Enrollment period, following appropriate notification to employees.

#### When Coverage Starts

Medical coverage begins on the first of the month following thirty (30) days of full employment. Enrollment forms must be submitted to the Director of Talent & HR as soon as possible via the designated School enrollment process. This enrollment form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

### Cost of Coverage

The current costs for coverage under the plan is available from the Director of Talent & HR. These costs may change from time to time, particularly during the Open Enrollment period, which is currently July 1. Full-time, regular employees are not required to contribute toward the payment of their individual medical benefits. A part-time employee will pay a portion of their benefits each month, in line with information stated above. Additionally, the cost associated with dependent or spouse/domestic partner coverage is subject to change, and is available from the Director of Talent & HR.

### **Dental Plan**

#### Eligibility

Employees are eligible for dental coverage, as stated above. LCPS currently offers Dental Coverage through Principal Insurance.

This plan is subject to change during the School's Open Enrollment period, following appropriate notification to employees.

#### When Coverage Starts

Dental coverage begins on the first of the month following thirty (30) days of full employment. Enrollment forms must be submitted to the Director of Talent & HR as soon as possible via the designated School enrollment process. This enrollment form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

### **Supplemental Vision Plan**

#### Eligibility

Employees are eligible for supplemental vision coverage, as stated above. LCPS currently offers Supplemental Vision Coverage through Ameritas Financial Group.

This plan is subject to change during the School's Open Enrollment period, following appropriate notification to employees.

#### When Coverage Starts

Supplemental vision coverage begins on the first of the month following thirty (30) days of full employment. Enrollment forms must be submitted to the Director of Talent & HR as soon as possible via the designated school enrollment process. This enrollment form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for coverage.

### Cost of Coverage

The current costs for coverage under the plan is available from the Director of Talent & HR.

These costs may change from time to time, particularly during the Open Enrollment period, which is currently July 1. Because LCPS provides basic vision coverage under its medical plan, the full cost of supplemental vision coverage for the employee, any dependents, and/or spouse/domestic partner must be paid by the employee.

### **Flexible Spending Account (FSA) Plan**

LCPS administers a Flexible Spending Account Plan for Medical and Dependent Care and Parking and Transit. All employees are eligible to enroll in LCPS' pre-tax Flexible Spending Account Plans regardless of if they meet the eligibility thresholds for other health and welfare benefits as defined above. LCPS currently offers Medical and Dependent Care and Parking and Transit FSA through Basic Pacific. Employees are allowed to contribute up to the current annual pre-tax limits for medical and dependent care FSA plans.

The FSA plan begins on the first day of enrollment once eligible. Enrollment forms must be submitted to the Director of Talent & HR within thirty (30) days of eligibility or during the open enrollment period via the designated School enrollment process. This enrollment form serves as a request for coverage, and authorizes the pre-tax payroll deductions necessary to pay for coverage. Upon enrollment, employee contributions will be automatically deducted per pay period during the plan year.

### **Health Savings Account (HSA) Plan**

LCPS administers a Health Savings Account Plan for employees who enroll in our High Deductible Health Plan (HDHP) medical plan option. Employees are eligible to enroll in LCPS' pre-tax HAS plan if they meet eligibility thresholds for health benefits as defined above and elect the HDHP plan option. LCPS currently offers HSA through Basic Pacific. LCPS provides a yearly employer contribution of \$750 per individual employee and \$1500 per employee plus dependents enrolled in the HDHP plan option as of September 1. This contribution is deposited into each employee's HSA in two installments over the year: July 1 and January 1. An employee who terminates employment before the end of the year will forfeit any future contribution not yet deposited and any employee who starts employment after January 1st forfeits the right to the first contribution in the plan year. All deposits into the HSA become the express funds of the employee, roll over each year, and are transferrable to another HSA account upon termination of employment. Employees are allowed to contribute up to the current annual pre-tax limits for HSA plans less the employer contribution.

The HSA plan begins on the first day of enrollment once eligible and once enrolled in the HDHP health plan. Enrollment forms must be submitted to the Director of Talent & HR within thirty (30) days of eligibility or during the open enrollment period via the designated School enrollment process. This enrollment form serves as a request for coverage, and authorizes the pre-tax payroll deductions necessary to pay for coverage. Upon enrollment, employee contributions will be automatically deducted per pay period during the plan year.

### **Retirement Plan**

LCPS administers a defined contribution plan called the LCPS Retirement Plan. LCPS will annually contribute 8.00% of employee salaries to their individual retirement plans. All eligible

staff will contribute an additional 8.00% of their salary, which will be automatically deducted. LCPS contributions vest 20% with each full year of employment and employees become 100% vested after five years of service.

Due to the nature of this plan, LCPS employees do not contribute to social security and are not eligible for social security benefits connected to their employment at Lighthouse.

### **403(b) Plan**

In addition to its defined retirement contribution plan, LCPS administers a voluntary 403(b) plan called the Lighthouse Community Public Schools 403(b) Plan. Any employee shall be eligible to make contributions under the plan as long as she or he remains employed at the School. An employee may elect to reduce taxable compensation by filing a compensation reduction agreement with the Plan Administrator and the Director of Talent & HR. Employees may contribute up to the Maximum Permissible Amount each year as defined by law (currently \$19,000 for 2019 with a catch up limit of \$6,000 for employees older than 50 years of age).

### **COBRA Benefits**

When coverage under the School's medical, dental, and/or supplemental vision plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage, the employee contribution, and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and his/her spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse has not yet reached age sixty-five (65); or

- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

LCPS will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. LCPS will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse or child) become covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse or child, as applicable) may have;
- LCPS stops providing group health benefits;
- The employee (or the employee's spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

### **Tuition Assistance**

LCPS offers tuition assistance to employees to engage in credentialing or continued education related to their role and responsibilities or in support of professional growth. Tuition assistance is approved on a case-by-case basis. The amount and portion of assistance paid by LCPS is dependent on the program and the employee's role. This may, but is not required to include, some or all portion of tuition and some or no supplementary costs. Any such training is a voluntary effort for which no wages will be paid. In some cases, the School will cover the full cost of tuition if such program is required for employment eligibility after the employee has been hired (e.g. induction for new teachers or administrators to attain their clear credential). To be eligible, the employee must make a request to their supervisor, the Director of Talent & HR, and the Director of Finance. The employee will be required to enter into a Tuition Assistance Agreement (Agreement).

Depending on the length and cost of the program, tuition assistance may be dependent on continued employment with LCPS, after conclusion of the program, for an additional amount of time specified within the Agreement. If for any reason the employee voluntarily leaves LCPS, or

is released from at-will employment or terminated for good cause before that time, he or she agrees upon termination to repay the amount of the program cost subsidized by LCPS on a prorated basis of months completed from the beginning of the training to his or her release/termination date.

If the employee is obligated to refund tuition reimbursement under the terms of the Agreement, the employee must authorize the School in writing to withhold any amount due under the Agreement from the employee's final paycheck from the Employer. After any such deduction, any remaining balance owed to the Employer shall continue to be an obligation of the employee to LCPS and must be repaid within ten (10) business days of the date of termination.

A tuition agreement does not constitute an employment agreement, or any express or implied promise of continued employment. The employment relationship remains at-will, meaning that either the employee or LCPS have the right to terminate employment at any time, with or without advance notice or cause.

## **PERSONNEL EVALUATION AND RECORD KEEPING**

### **Evaluation of Teachers and Staff**

#### Formal and Informal Observations

The Management Team, using both formal and informal observations, will observe employees on an ongoing basis. Informal observations can occur during any time and may include a post-observation conference. Results of formal and informal observations, consisting of the employee's and his/her supervisor's observations and recommendations, may be put in writing and included within the employee's personnel file. Nothing in this section limits a member of the Management Team from conducting other observations of an informal or unannounced nature.

Evaluations of non-teaching staff will be conducted using formal and informal techniques, which may include check-ins, self-evaluations, and peer observations.

The Board of Directors evaluates the Chief Executive Officer on an annual basis. Portfolios of work and evidence are assembled and evaluated and the Board interviews members of the different school constituencies to assess the performance of the Chief Executive Officer.

#### Response to Observation and Review Findings

All employees shall have the right to make written objections to the observations or review findings within one (1) week of receipt by stating areas of disagreement. These objections will be attached to the observation and/or evaluation and kept in the employee's personnel file.

### **Personnel Files and Record Keeping Protocols**

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the HR team advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. LCPS will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Human Resources team. Only the Director of Talent & HR or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an



arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

## HOLIDAYS AND LEAVES

### Holidays

See School Calendar for paid holidays.

### Sick Leave

Sick leave is a benefit provided to employees as a cushion for incapacitation due to illness or injury. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. If an employee has no spouse or domestic partner, the employee can designate one (1) person in lieu of spouse/domestic partner (within the first ten [10] days of each year). The designation can be only of one (1) person, annually. An employee may also take up to twenty-four (24) hours of their sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Hourly employees working at least two (2) hours per week are entitled to accrue one (1) hour of paid sick leave for every thirty (30) hours worked (which includes overtime hours worked by non-exempt employees).

Salaried full-time employees accrue fifty-six (56) hours of sick time each year if working an 11-month schedule and accrue sixty-four (64) hours of sick time each year if working a 12-month schedule. Salaried exempt employees working on a part-time basis shall accrue sick time on a pro rata or proportional basis to the proportion of hours worked each week compared to the full-time equivalent. For example, an 11-month part-time exempt employee working 20 hours per week (or 50% full-time equivalent) shall accrue 50% of the fifty-six (56) hours totaling twenty-eight (28) hours.

Accrued sick time is subject to a cap based on the table below. Once the cap is reached, no further sick time will accrue until some sick time is used. When some sick time is used, sick time will begin to accrue again. There is no retroactive grant of sick time for the period of time the accrued sick time was at the cap.

Employee Type	Accrual Rules	Accrued Sick Time Cap
Hourly	1 hour of paid sick leave for every 30 hours worked	72 hours
Salaried 11-month	56 hours per year (pro-rated for part-time employees)	80 hours
Salaried 12-month	64 hours per year (pro-rated for part-time employees)	88 hours

New employees shall not be permitted to utilize paid sick leave until they have completed ninety (90) days of employment at LCPS, absent prior supervisor approval. Sick leave must be taken by employees in increments of one (1) hour.

Sick leave may only be used for the purposes specified in this policy. Accordingly, LCPS retains the right to request verification from a licensed health care practitioner for any absence due to illness, injury, or disability, especially for absences exceeding three (3) consecutive days. Pay for sick leave may be withheld if a satisfactory verification is not timely received.

Employees are not allowed to draw against unearned/unaccrued sick leave. LCPS does not pay employees upon separation of employment for unused sick leave.

All employees shall inform their supervisor, as well as the appropriate personnel per School guidelines, of an anticipated absence as soon as possible if a substitute is needed, and such leave (other than for unexpected circumstances) must be pre-approved by the supervisor. The Director of Talent & HR may require an employee to verify the claimed reason for any absence.

### Personal Necessity Leave

Employees may use a portion of their sick leave for personal necessity annually as follows: regular full-time employees may use up to three (3) days; and all other employees may use up to one (1) day of sick leave for personal necessity leave annually. Uses of personal necessity leave may include, but are not limited to: death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement Leave); an accident involving the employee's person or property, or the person or property of an immediate family member; adoption of a child; the birth of child making it necessary for an employee who is the parent of the child to be absent from their position during work hours; attendance at conferences not otherwise approved by the employee's supervisor; personal legal matters; religious observances; and business matters that cannot be conducted outside of the workday. Employees must request personal necessity leave at least two (2) weeks in advance unless an emergency situation occurs. Personal necessity does not carry over from year to year, and is not paid out upon separation from employment, as this leave is part of the sick leave provided above.

### **Paid Time Off**

For 12-month salaried employees, LCPS provides ten (10) days or eighty (80) hours of paid time off (PTO). PTO accrues each pay period and is accessible by the employee after that time. 12-month salaried employees who are at less than 100% full-time status are eligible for PTO at a pro-rated amount of hours corresponding to the percentage of their FTE (e.g. an employee working twenty [20] hours per week or 50% time would accrue five [5] days or forty [40] hours of PTO after a year of service). Employees are generally encouraged to take this time during the summer unless their position is such that taking time off in the summer is not advisable, or would interfere with LCPS operations. As such, employees may take these days at any point during the year with supervisor pre-approval. Employees must request to use PTO at least two (2) weeks in advance. Unused PTO carries over from year to year up to a cap of one and one-half (1 ½) times the annual accrual (totaling fifteen [15] days). Once the cap is reached no further PTO time will accrue until some is used. Unused PTO is paid out upon separation from employment.

### **Unpaid Leave of Absence**

LCPS recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid

leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act leave, California Family Rights Act leave and/or Pregnancy Disability Leave, the employee's medical, and dental benefits will remain in force provided the employee pays the appropriate premiums as before they went on leave. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused PTO, provided that the PTO was earned prior to the commencement of leave. No PTO is accrued during any type of unpaid leave of absence. If any employee fails to return from leave and is subsequently terminated, the employee will be liable for any medical and dental premiums paid on their behalf by LCPS as outlined below

### **Family Care and Medical Leave**

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as "FMLA leave."

- **Employee Eligibility Criteria**

To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles (except for purposes of baby-bonding where the threshold is twenty (20) employees).

- **Events That May Entitle an Employee To FMLA Leave**

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

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).

- a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
  - b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
  - c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
  - d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
4. 3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.
  5. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.
- Amount of FMLA Leave Which May Be Taken
    1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
    2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the service member.

3. The “twelve month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
  4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.
- Pay during FMLA Leave
    1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, such as PTO or sick leave, supplement the partial wage replacement benefit unless otherwise prohibited by law.
    2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.
    3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.
    4. The receipt of sick leave or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick leave accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

- Health Benefits

The provisions of the School’s various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

LCPS may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have “failed to return from leave” if he/she works less than thirty (30) days after returning from FMLA leave; and
2. The employee’s failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

- Seniority

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

- Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School’s request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee’s health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Director of Talent & HR. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA leave policy.
  2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
  3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
  4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
  5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
  6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
  7. The School will respond to an FMLA leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
    1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.



2. When a request for FMLA leave is granted to an employee (other than a “key” employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
  3. Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
  4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
- Limitations on Reinstatement
    1. LCPS may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous injury to the School’s operations. A “key” employee is an exempt salaried employee who is among the highest paid 10% of the School’s employees within seventy-five (75) miles of the employee’s worksite.
    2. A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.
  - Employment during Leave

No employee, including employees on FMLA leave, may accept employment with any other employer without the School’s written permission. An employee who accepts such employment without the School’s written permission will be deemed to have resigned from employment at the School.

### **Pregnancy Disability Leave**

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

- Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

- Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

- Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued PTO at the beginning of any otherwise unpaid leave period.
2. The receipt of PTO, sick leave, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. PTO and sick leave accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

LCPS shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) month period. LCPS can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
  - The employee is taking leave under the California Family Rights Act.
  - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
  - There is a non-pregnancy related medical condition requiring further leave.
  - Any other circumstance beyond the control of the employee.

- Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.
- Requesting and Scheduling Pregnancy Disability Leave
    1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Human Resources Department. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
    2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
    3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
    4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
    5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
    6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
  - Return to Work
    1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, they must be reinstated to a comparable position unless one of the following is applicable:
      - a. The employer would not have offered a comparable position to the employee if they would have been continuously at work during the pregnancy disability leave.

- b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
  3. In accordance with LCPS policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
  4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
- Employment during Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

### **Industrial Injury Leave (Workers' Compensation)**

LCPS, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Director of Talent & HR;

- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Director of Talent & HR; and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. LCPS, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the supervisor and to the Director of Talent & HR and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

### **Military and Military Spousal Leave of Absence**

LCPS shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued PTO as wage replacement during time served, provided such PTO accrued prior to the leave.

Except for employees serving in the National Guard, LCPS will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

LCPS shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

### **Bereavement Leave**

Employees who have worked for more than six (6) months are entitled to a leave of up to three (3) workdays without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. If an employee requires more than three (3) days off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued PTO or other forms of accrued leave including religious observance leave and the use of up to three (3) days of personal necessity leave for bereavement.

### **Religious Observance Leave**

Employees who have worked for more than ninety (90) days are entitled to up to two (2) days of leave without loss of pay for religious observances falling outside those holidays and religious observances occurring when school is not in session (such as holidays, weekends, or breaks when the school is not operating). Employees must request religious observance leave at least two (2) weeks in advance. Religious observance leave does not carry over from year to year, and is not paid out upon separation from employment. If an employee requires more than two (2) days off for religious observance, the employee may request additional unpaid leave or request the opportunity to use one or more days of accrued sick time for personal necessity leave as stated above.

### **Jury Duty or Witness Leave**

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all non-exempt employees, the School will pay for up to three (3) days if an employee is called to serve on a jury.

### **Voting Time Off**

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Director of Talent & HR at least two (2) days' notice.

### **School Appearance and Activities Leave**

As required by law, LCPS will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of LCPS, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g. PTO or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

### **Bone Marrow and Organ Donor Leave**

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12)-month period.



To be eligible for bone marrow or organ donation leave (“Donor Leave”), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to sixty (60) days of leave for organ donation, may be paid provided the employee first uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

### **Victims of Abuse Leave**

LCPS provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee’s own health, safety or welfare, or that of the employee’s child or children. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide LCPS with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide LCPS one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee’s absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, LCPS will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Director of Talent & HR.

### **Returning From Leave of Absence**

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Director of Talent & HR thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the Director of Talent & HR.

## **DISCIPLINE AND TERMINATION OF EMPLOYMENT**

### **Rules of Conduct**

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
5. Fighting or instigating a fight on School premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on School premises.
8. Gambling on School premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
10. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record your clock card.
11. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness excused or unexcused.
14. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.
21. Release of confidential information without authorization.
22. Any other conduct detrimental to other employees or the School's interests or its efficient

- operations.
23. Refusal to speak to supervisors or other employees.
  24. Dishonesty.
  25. Failure to possess or maintain the credential/certificate required of the position.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

### **Off-Duty Conduct**

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. LCPS shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

### **Termination of Employment**

Should it become necessary for an employee to terminate their at-will employment with the

School, employees should notify the Director of Talent & HR regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When an employee terminates their at-will employment, they will be entitled to all earned but unused PTO (applies to 12-month employees who work a 220 day schedule only). If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

## **INTERNAL COMPLAINT REVIEW**

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Director of Talent & HR or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

### **Internal Complaints**

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Director of Talent & HR or designee:

1. The complainant will bring the matter to the attention of the Director of Talent & HR as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Director of Talent & HR or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Director of Talent & HR, the complainant may file his or her complaint in a signed writing to the President of the School’s Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequence to employment.

### **Policy for Complaints Against Employees**

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the Director of Finance or Board President (if the complaint concerns the Director of

Finance) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, Director of Finance (or designee) shall abide by the following process:

1. The Director of Finance or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Director of Finance (or designee) finds that a complaint against an employee is valid, the Director of Finance (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Director of Finance (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The Director of Finance's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

### **General Requirements**

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the Director of Finance) or the Director of Finance or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

## **AMENDMENT TO EMPLOYEE HANDBOOK**

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

LCPS reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.



**APPENDIX A**

**INTERNAL COMPLAINT FORM**

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you have a complaint against: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

\_\_\_\_\_  
Signature of Complainant

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

To be completed by School:

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B**

**HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM**

*It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination or harassment.*

*If you are an employee of the School, you may file this form with the Director of Talent & HR, Chief Executive Officer, Director of Finance or Board President.*

*Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.*

*LCPS will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.*

*In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.*

*Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.*

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you believe harassed, or discriminated or retaliated against you or someone else: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved;

any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

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I acknowledge that I have read and that I understand the above statements. I hereby authorize the School to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Complainant

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

Received by: \_\_\_\_\_

Date: \_\_\_\_\_