

REDESIGN SCHOOLS LOUISIANA

2024-2025

EMPLOYEE HANDBOOK

TABLE OF CONTENTS

I. INTRODUCTORY POLICIES	1
Mission	1
Vision	1
Diversity, Equity and Inclusion Statement	1
Employee Handbook Use and Purpose	.2
Equal Opportunity Employer	.2
Unlawful Harassment	. 3
Prohibited Conduct	3
Unlawful Retaliation	.4
Complaint Procedure	4
Title IX Policies and Procedures	. 5
At-Will Status Employment	12
Personnel Files and Record Keeping Protocols1	13
Conditions for Employment 1	13
II. EMPLOYMENT POLICIES AND PRACTICES1	
General Professional Expectations 1	3
Conflicts of Interest Policy 1	3
Outside Activities	14
Gifts	14
Professional Development1	4
Teacher/Staff Collaboration Meetings 1	4
Conferences1	15
Licensure and Certification1	5
Core Teaching Staff 1	5
Non-Core Teaching Staff1	5
Other Staff, and Consultants 1	5
Faculty and Staff Compensation1	15
Performance Evaluations	5
Faculty and Staff Benefits 1	16
Retirement1	6
Unemployment Insurance 1	6
Health/Vision/Dental Plans 1	16
When Coverage Starts1	17
Payroll Information1	17

Payroll Withholdings	17
Employment Categories	18
Regular Employees	18
Full-Time Employees	18
Temporary Employees	18
Overtime	18
Schedule	18
Timekeeping Procedures	19
Professional Development Time	19
Paydays	20
Stipends for Additional Duties	20
School Calendar	20
Fiscal Calendar	20
Mileage	20
III. VACATION, LEAVES, AND ABSENCES	
Holidays	
Vacation	
Sick Leave	
Eligibility	
Amount	
Compensation for Sick Leave	
Use	
Requesting Sick Leave	
Consequences for Failing to Notify	
Coordination of Sick Leave Benefits with Other Benefits	
Family and Medical Leave	
Certification by Health Care Provider	
Family and Medical Leave Carryover	
Intermittent Family and Medical Leave	
Substitution of Other Available Leave for Family/Medical Leave	
Parental Leave	
Pregnancy-Related Disability Leave	25
Procedure for Requesting Pregnancy-Related Disability Leave, Transfer, or	
Accommodation	
Substitution of Other Available Leave for Pregnancy-Related Disability Leave	
Leave's Effect on Pay and Benefits	
Reinstatement After Pregnancy-Related Disability Leave or Transfer	
Nursing Breaks	
Military Leave	
Bereavement Leave	
Unpaid Medical Leave	
Discretionary Unpaid Leave (Non-Medical)	
Jury Duty/Witness Duty	29

IV. STANDARDS OF CONDUCT, HEALTH, AND SAFETY	29
Punctuality and Attendance	
Policy on Personal Appearance	30
Staff Member Relationship Policy	30
Staff Member-Student Relations Policy	31
Boundaries Defined	31
Unacceptable Behavior	31
Acceptable and Recommended Behaviors	32
Reporting Violations of This Policy	32
Child Abuse and Neglect Reporting	33
Investigating	33
Consequences	33
Workplace Violence Policy	33
Workplace Violence Defined	34
Enforcement/Complaint Procedure	
Workplace Safety	35
Security Protocols	35
Emergency Plans	36
Reporting Fires and Emergencies	36
Guests and Visitors	
Policy on Drug-Free Workplace	36
Illegal Drugs	
Legal Drugs	37
Drug Testing	37
Disciplinary Action	38
Off-the-Job Conduct	38
Confidentiality of Drug Use Disclosures	39
Drug-Free Awareness Program	
Tobacco-Free Policy	
Confidential Information	
Social Media Policy	40
Scope	
Standards of Conduct	40
Access	
Discipline	42
Retaliation Is Prohibited.	
Questions	42
Electronic Communications Between Employees and Students	
Definitions	
Notification	
Inappropriate Communications	
Violations	
Health and Safety Requirements for Employment	
Criminal Background Check.	

V. EMPLOYER PROPERTY	
The School's Work Area Property	45
Computer Usage and Privacy	45
Definitions	
Ownership and Conditions of Use	45
Confidentiality and Privileges	
Prohibited Use	46
Access and Disclosure	47
Discipline for Violations of Policy	
Policy May Be Amended at Any Time	
Media Relations	

VI. PRIVACY

Confidentiality	
Non-Solicitation	49
VII. ENDING EMPLOYMENT	50
Dismissal, Discipline, and Termination of Employment	50
Separation/Termination Procedures	51
Redesign Schools Louisiana's Employee Handbook Acknowledgement	52

WELCOME TO REDESIGN SCHOOLS LOUISIANA

On behalf of our Board, faculty, families, and students, welcome to our community of learners in pursuit of an excellent education for all students. At Redesign Schools Louisiana (the "School") we believe that each one of us has strengths to offer in addition to areas for growth. As such we deeply value our collaborative process of learning and are excited to learn and grow with you.

I. INTRODUCTORY POLICIES

Mission

The mission of Redesign Schools Louisiana ("RSL") is to provide equity in public education for all students and families.

Vision

RSL will be a community of diverse individuals where students will develop their intellectual, artistic, and physical talents to the highest degree. Our vision will encompass six critical focus areas that affect the school community.

- High Expectations
- Meeting Individual Needs
- Family Engagement
- Sense of Urgency
- Technology Integration
- Positive School Climate

Diversity Equity and Inclusion Statement

The RSL community is comprised of students, teachers and families, drawn from diverse socioeconomic backgrounds, cultures, races, religions, genders and sexual orientations. We acknowledge and honor the uniqueness of each individual due to their personal background, values, and points of view. We believe differences enhance the educational experience because they provide opportunities for students and educators to learn and practice inclusion and respect. We are committed to maintaining a welcoming learning environment in which everyone is accepted and supported. It is critical that all members of the community feel comfortable sharing themselves, their voices and their experiences with others.

We recognize that some students and educators have been impacted by systemic disadvantages, marginalization, and exclusion. Degradation, discrimination, or harassment will not be tolerated in RSL schools. Not only do we work to ensure that individual's identities will not increase their susceptibility to harm, but we also work to show those individuals that their identities are special and valuable. Particularly for Black, Indigenous, people of color (BIPOC) and LGBTQ

individuals, we strive to highlight the history, importance, and hope for the future for members of those communities.

In accordance with the values stated above, we commit to maintaining equitable practices in our schools such as; 1) implementing programs that provide equal access and enable all students to thrive academically, athletically, socially, and emotionally; 2) examining and revising our curriculum and teaching practices as necessary to ensure that we are effective in reaching every student; 3) teaching individuals to reflect on their own cultural viewpoints and assumptions and to modify them when appropriate; 4) challenging every individual to interact meaningfully with the entire school community and to learn from one another, honoring our differences while embracing shared values. With these practices in place, we aim to instill a consciousness of social justice, an ethic of good citizenship, and a commitment to fairness throughout the school community.

Employee Handbook Use and Purpose

This handbook is a guide for all RSL employees as we seek to carry out our important work and achieve our mission. It is designed to ensure safety, accountability, and a cohesive learning environment. In this handbook the Redesign Schools Louisiana school district may be referred to as "RSL" or "the School."

This handbook gives all RSL employees an overview to network-level policies and procedures. It expresses some of our philosophies and values, and describes in general terms our employment guidelines, and major policies. This handbook does not contain all the policies that pertain to employment for all roles role within RSL.

We hope that this Handbook will serve as a useful reference document for employees throughout their employment at RSL. 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 RSL or its employees. If an official plan document (i.e., health insurance, retirement plan, etc.) governs a particular policy, the official plan document ultimately governs eligibility and the terms and conditions of that policy. In no way does the Handbook supersede an official plan document.

Because RSL 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. RSL 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 Superintendent has the authority to enter into any employment or other agreement that modifies RSL's policies. Any such modification must be in writing.

It is important that all employees read, understand, and follow the provisions of the Handbook. If you need further information, or if you wish to discuss any policy in this Handbook, please feel free to contact Human Resources.

Equal Opportunity Employer

RSL is an equal opportunity employer. It is the policy of RSL to afford equal employment and

advancement opportunity to all qualified individuals without regard to race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related conditions), age, veteran status, gender, gender identity, gender expression, sexual orientation, or any other legally protected status. This policy extends to all employees and to all aspects of the employment relationship, including, but not limited to, recruiting, testing, the hiring of new employees and the training, transfer, promotion, compensation, benefits, demotion, layoff, termination, and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, RSL will make a good faith effort to reasonably accommodate 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 his/her Principal and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The RSL will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

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

Unlawful Harassment

RSL is committed to providing a workplace and school free of unlawful harassment. RSL specifically prohibits harassment of any kind that is based on an individual's race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related conditions), gender, gender identity, gender expression, age, sexual orientation, veteran status, or any other category protected by state or federal law. All such harassment is unlawful.

RSL's unlawful harassment policy applies to all persons involved in the operation of the schools and prohibits unlawful harassment by any employee of RSL, including supervisors and coworkers. RSL will take all reasonable steps to prevent or eliminate harassment by nonemployees, including students, parents, visitors, customers, clients, and suppliers, who have workplace contact with our employees.

Prohibited Conduct

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

Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, or comments.

Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures.

Physical conduct such as assault, unwanted touching, blocking normal movement, or interfering with work because of sex, race, or any other protected basis.

Threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors.

Retaliation for having reported or threatened to report harassment.

All such unlawful harassment, regardless of form, violates RSL's policies, which may subject the harasser to disciplinary action up to and including termination. Unlawful harassment is unacceptable in the workplace itself, in the classroom, in other work-related settings such as professional conferences, school-related social events, and other school-related circumstances.

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

Unlawful Retaliation

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

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

Complaint Procedure

Any incidents of unlawful discrimination, harassment, and/or retaliation, including work-related harassment by any RSL personnel or any other person, should be reported. Complaints regarding school level employees should be reported to the Principal and/or Human Resources. Complaints regarding Network level employees should be reported to the Superintendent and/or the Board of Directors President. Anyone who observes discriminatory, harassing, and/or retaliatory conduct should immediately inform an administrator. Prompt reporting of any such conduct enables RSL to respond rapidly and take appropriate action, and helps RSL maintain an environment free of unlawful discrimination, harassment, and/or retaliation for all employees.

Every reported complaint of unlawful discrimination, harassment, and/or retaliation will be investigated by RSL thoroughly, promptly, and objectively. During the investigation, RSL will maintain employees' confidentiality to the extent practicable. If the investigation confirms a violation of this policy, RSL will take appropriate disciplinary action up to and including termination.

RSL will not tolerate retaliation against any employee for making a good faith complaint about unlawful harassment or discrimination, or for cooperating in an investigation, proceeding, or hearing on a complaint. Retaliation itself is a violation of this policy and should be reported immediately. Any person who engages in retaliatory conduct towards any employee who cooperated in an investigation or made a good faith complaint will be subject to discipline, up to and including termination.

<u>Title IX Policy and Procedures</u>

RSL does not discriminate on the basis of sex in its education programs and activities, including admission and employment. Accordingly, requires its staff, teachers, employees and students to abide by the requirements of Title IX of the Educational Amendments of 1972 and its implementing regulations. Sexual harassment is a form of sex discrimination and is explicitly prohibited, whether such conduct occurs on or off campus during or after school hours during or directly related to school-sponsored activities, or at a time and/or place directly related to school functions or an employee's school- related duties. It is the intent of RSL to maintain an environment free from sexual assault and sexual harassment of any kind; therefore, this policy commands that no student shall be subjected to sexual misconduct, sexual assault or sexual harassment by other students or RSL staff or employees. This policy shall be enforced, and the accompanying procedures shall be implemented regardless of whether a complaint has been filed with or an investigation has been instituted by any law enforcement agency.

Sexual harassment occurs when: education benefits are conditioned upon participation in unwelcome sexual conduct (i.e., Quid Pro Quo); unwelcome conduct occurs that a reasonable person would determine is so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity; and/or sexual assault (as defined in the Clery Act), dating violence, domestic violence, or stalking as defined in the Violence Against Women Act (VAWA).

Title IX requires RSL to take steps to prevent and remedy two forms of sex-based harassment: sexual harassment (including sexual violence) and gender-based sexual harassment is unwelcome conduct of a sexual nature. It includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature. Sexual violence is a form of sexual harassment. Sexual violence, as the Office of Civil Rights uses the term, refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent. A number of different acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, sexual abuse, and sexual coercion.

Title IX also prohibits gender-based harassment, which is unwelcome conduct based on a student's sex, or harassing conduct based on a student's failure to conform to sex stereotypes. Sex-based harassment can be carried out by school employees, other students, and third parties. All students can experience sex-based harassment, including male and female students, LGBT students, students with disabilities, and students of different races, national origins, and ages. Title IX protects all students from sex-based harassment, regardless of the sex of the parties, including when they are members of the same sex.

Sex-based harassment creates a hostile environment if the conduct is sufficiently serious that it denies or limits a student's ability to participate in or benefit from the school's program. When a school knows or reasonably should know of possible sex-based harassment, it must take immediate and appropriate steps to investigate or otherwise determine what occurred. If an investigation reveals that the harassment created a hostile environment, the school must take prompt and effective steps reasonably calculated to end the harassment, eliminate the hostile environment, prevent its recurrence, and, as appropriate, remedy its effects.

RSL has adopted grievance procedures that provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in its education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX or the Title IX regulations.

Complaints:

The following people have a right to make a complaint of sex discrimination, including complaints of sex-based harassment, requesting that RSL investigate and make a determination about alleged discrimination under Title IX:

• A "complainant," which includes: o a student or employee of RSL who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX; or o a person other than a student or employee of RSL who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX at a time when that individual was participating or attempting to participate in RSL's education program or activity;

• A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or

• RSL's Title IX Coordinator.

Note that a person is entitled to make a complaint of sex-based harassment only if they themselves are alleged to have been subjected to the sex-based harassment, if they have a legal right to act on behalf of such person, or if the Title IX Coordinator initiates a complaint consistent with the requirements of 34 C.F.R. § 106.44(f)(1)(v). With respect to complaints of sex discrimination other than sex-based harassment, in addition to the people listed above, the following persons have a right to make a complaint:

• Any student or employee RSL; or

• Any person other than a student or employee who was participating or attempting to participate in RSL education program or activity at the time of the alleged sex discrimination.

RSL may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

Title IX Grievance Procedures:

RSL will treat complainants and respondents equitably.

RSL requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Title IX Coordinator or investigator. RSL presumes that the respondent is not responsible for the alleged sex

discrimination until a determination is made at the conclusion of its grievance procedures. RSL is committed that grievance procedures will be conducted in a prompt and reasonable timeframe.

RSL will allow for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. RSL will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties cannot engage in retaliation, including against witnesses. RSL will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence. Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be accessed or considered, except by RSL to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

• Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;

• A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless RSL obtains that party's or witness's voluntary, written consent for use in its grievance procedures; and

• Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual 7 conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

Notice of Allegations:

Upon initiation of RSL's Title IX grievance procedures, RSL will notify the parties of the following:

- RSL Title IX grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);
- Retaliation is prohibited; and

• The parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence. [If RSL provides a description of the evidence: The parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.] If, in the course of an investigation, RSL decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the notice provided or that are included in a complaint that is consolidated, RSL will notify the parties of the additional allegations.

Dismissal of a Complaint:

RSL may dismiss a complaint of sex discrimination if:

- RSL is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in RSL's education program or activity and is not employed by RSL;

• The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and RSL determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or

• RSL determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint, RSL will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, RSL will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then RSL will also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing. RSL will notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of a complaint. If the dismissal occurs after the respondent has been notified of the allegations, then RSL will also notify the respondent that the dismissal may be appealed. Dismissals may be appealed on the following bases:

• Procedural irregularity that would change the outcome;

• New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and

• The Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome. If the dismissal is appealed, RSL will:

• Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;

• Implement appeal procedures equally for the parties;

• Ensure that the decisionmaker for the appeal did not take part in an investigation of the allegations or dismissal of the complaint;

• Ensure that the decisionmaker for the appeal has been trained consistent with the Title IX regulations;

• Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and

• Notify the parties of the result of the appeal and the rationale for the result. When a complaint is dismissed, RSL will, at a minimum:

• Offer supportive measures to the complainant as appropriate;

• If the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and

• Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that sex discrimination does not continue or recur within RSL education program or activity.

Investigation:

RSL will provide for adequate, reliable, and impartial investigation of complaints. The burden is on RSL—not on the parties—to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. RSL will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible. RSL will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance. RSL will provide each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible, in the following manner:

• RSL will provide an equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence. [If RSL provides a description of the evidence: RSL will provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.];

• RSL will provide a reasonable opportunity to respond to the evidence or the accurate description of the evidence; and

• RSL will take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

Questioning the Parties and Witnesses:

The RSL decisionmaker may question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one or more allegations of sex discrimination.

Determination Whether Sex Discrimination Occurred:

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, RSL will:

• Use the preponderance of the evidence standard of proof to determine whether sex discrimination occurred. The standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decisionmaker is not persuaded under the applicable standard by the evidence that sex discrimination occurred, whatever the quantity of the evidence is, the decisionmaker will not determine that sex discrimination occurred.

• Notify the parties in writing of the determination whether sex discrimination occurred under Title IX including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal, if applicable;

• Not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in prohibited sex discrimination.

• If there is a determination that sex discrimination occurred, the Title IX Coordinator will, as appropriate:

o Coordinate the provision and implementation of remedies to a complainant and other people RSL identifies as having had equal access to RSL education program or activity limited or denied by sex discrimination;

o Coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions; and

o Take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within RSL's education program or activity. • Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent; and

• Not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the determination whether sex discrimination occurred.

Appeal of Determinations:

To appeal a determination of whether sex discrimination occurred: The appellant must submit an appeal request in writing to the Title IX appeal person within 5 school days of the decision. This appeal process will be, at a minimum, the same as RSL offers in all other comparable proceedings, including proceedings relating to other discrimination complaints. In reviewing the decision, the Appeal Person may uphold, modify, or reverse the decision of the Title IX Decision Maker; however, the Appeal Person's review of the Title IX Investigation findings is final.

Supportive Measures:

RSL will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to RSL's education program or activity or

provide support during RSL Title IX grievance procedures or during the informal resolution process. For complaints of sex-based harassment, these supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The recipient must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the recipient to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

Disciplinary Sanctions and Remedies:

Following a determination that sex-based harassment occurred, RSL may impose disciplinary sanctions, which may include discipline up to termination. RSL may also provide remedies, which may include practices similar to the supportive measures designed to restore or preserve equal access to the recipient's previous activity.

Questions regarding Title IX may be referred to the U. S. Department of Education, Office of Civil of Civil Rights (OCR) or to RSL's Title IX Coordinator: Ashley Eason at phone number: (225) 348-7823 or email: aeason@rsl.org

RSL's Title IX Personnel consist of the following individuals:

- 1. The Title IX Coordinator: Ashley Eason (225) 205-1981 aeason@rsl.org
- 2. The Title IX Investigator(s): Britney Turner (225) 773-5129 bturner@rsl.org
- 3. The Title IX Decision-Maker: Candace Lucas (225) 773-6984 clucas@rsl.org

4. The Title IX Appeal Person: Dr. Megan McNamara (818) 288-4673 mmcnamara@rsl.org

Definition of Sexual Harassment

1) Sexual assault or sexual harassment is unwelcome conduct of a sexual nature.

2) Sexual harassment may include, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature when at least one (1) of the following occurs:

a) Submission to such conduct is made, either implicitly or explicitly, a term or condition of the student's grades, academic status, or progress or is used to deprive the student of access to the educational opportunities and benefits provided by the RSL.

b) Submission to or rejection of such conduct is used as the basis for academic or other school-related decisions affecting the student.

c) Such conduct of a sexual nature is sufficiently severe, persistent, or pervasive and has the purpose or effect of unreasonably interfering with the student's academic performance or of creating an intimidating, hostile, or offensive educational environment for the student. 3) Extended Definition of Sexual Harassment which may include but is not limited to:

- Verbal harassment or abuse
- Uninvited letters, telephone calls, or materials of sexual nature
- Uninvited or inappropriate leaning over, cornering, patting or pinching
- Uninvited sexually suggestive looks or gestures
- Intentional brushing against a student's or school employee's body
- Uninvited pressure for dates
- Uninvited sexual teasing, jokes, remarks or questions
- Any sexually motivated unwelcome touching
- Any conduct resulting in an intimidating, hostile or offensive educational environment
- Attempted or actual rape or sexual assault or sexual battery

At-Will Status Employment

Employment at RSL is at-will. Accordingly, either RSL or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without notice. Similarly, your status (for example, position, duties, salary, promotions, demotions, etc.) may be changed at-will, with or without cause, and with or without notice at any time.

Nothing contained in this Handbook, employment applications, RSL 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 RSL's right to terminate an employee at any time for any reason. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the RSL's right to terminate at-will.

No representative, supervisor, or employee of RSL has authority to modify this policy, enter into an agreement for employment for any specified period of time, or make an agreement for employment other than at-will. Any agreement that alters the "at-will" nature of employment must be in writing and signed by the Superintendent, the Board, and the affected employee.

This policy shall not be modified by any statements contained in this Handbook or employee applications, RSL memoranda, sales commission agreements, RSL commission agreements, or 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 neither an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Personnel Files and Record Keeping Protocols

At the time of your employment, a personnel file is established for you. Please keep Human Resources advised of changes that should be reflected in your personnel file. Such changes include: change in address, change in name, 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 RSL to contact you should the need arise and if other organizational changes affect your other records.

You may have the right to inspect certain documents in your personnel file, as provided by law, in the presence of an RSL representative, at a mutually convenient time. RSL will restrict disclosure of your personnel file to authorized individuals within the School. A request for information contained in the personnel file must be directed to Human Resources. Only Human Resources is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited and in accordance with applicable law. RSL will cooperate with requests from authorized law enforcement, or local, state or federal agencies conducting official investigations or as otherwise legally required.

Conditions for Employment

Conditions of employment are set forth in the schools' charter, the Louisiana Charter School Law and the RSL Employment Handbook, which from the time to time may be amended and modified by Employer, with or without notice. Conditions of employment may be affected by other applicable agreements or directives or advisories from the Louisiana Department of Education or Board of Elementary and Secondary Education. During the School Year, Employee shall not acquire or accrue tenure, or any employment rights with Employer.

II. EMPLOYMENT POLICIES AND PRACTICES

General Professional Expectations

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

Conflicts of Interest Policy

While employed by RSL, employees have a duty of loyalty to the School and are required to avoid any situation that presents an actual or potential conflict of interest. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the school's business dealings. Instances when an actual or potential conflict of interest may arise include, but are not limited to, engaging in outside activities and the acceptance of gifts.

Outside Activities

RSL recognizes the right of employees to engage in activities outside of their employment that are of a private nature and unrelated to our business. However, employees may not engage in any outside activity, including outside employment, which presents an actual or potential conflict of interest. Such outside activities, including employment, shall not adversely impact the employee's ability to satisfactorily perform his or her job duties at RSL (including fulfilling overtime hours). Each employee must disclose any outside employment he or she wishes to pursue so that RSL may assess and prevent potential or actual conflicts of interest from arising. The employee is required to obtain written approval that such outside employment does not create an actual or potential conflict of interest from the Superintendent before accepting such outside employment.

<u>Gifts</u>

Improper personal gain may result not only when an employee or relative has a significant ownership interest in a company or school with which RSL does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the School. The receipt of occasional flowers, candy, SPIFFS, or gifts worth less than \$25.00 from students or parents fall outside the intent of this policy and acceptance of such items is permissible if allowable by the Louisiana Code of Ethics.

If an employee has any question whether an action or proposed course of conduct would create a conflict of interest or violate the Louisiana Code of Ethics, he or she should immediately contact the Superintendent or Human Resources to obtain advice on the issue. The purpose of this policy is to protect employees from any conflict of interest that might arise.

Professional Development

Redesign University

In the creation and development of a highly professional environment, faculty and appropriate staff will participate in a five-day professional development program ("Redesign University") before the first day of school and several days throughout the school year. Redesign University activities may take place on and off site and may require overnight arrangements. You will receive Professional Development pay for each day of attendance. Hourly employees will receive their hourly rate for time spent at Professional Development.

Teacher/Staff Collaboration (TC) Meetings

Any educational staff that are "Exempt" full time employees, will be required to attend all teacher/staff collaboration meetings before or after regular school hours which include, but are not limited to: Teacher Collaboration Meetings, School Site Based Collaboration Meetings, Exceptional Student Service (ESS) Team Meetings, or other assigned teacher/staff collaboration meetings. Please note that this is a part of your professional responsibility as an employee of Redesign Schools Louisiana, and such is included in your base salary. Hourly employees will receive your hourly rate for time spent before or after school for meetings.

Conferences

Formal and informal conferences with parents/guardians will occur throughout the year. Parents/Guardians may set up an appointment to meet with a teacher whenever they feel it is necessary. Teachers may also set conferences with parents as necessary.

Mandatory formal conferences will take place at least twice a year. These usually take place during the end of the first and second grading period. The dates for this year are located on your academic school calendar. Additional educational staff, such as coaches and ESS staff, should attend conferences, when appropriate.

Licensure and Certification

Core Teaching Staff

As a condition of employment, all teachers (further defined by the terms of the charter as "core" teachers, including substitutes) shall be appropriately certified or licensed according to Louisiana Department of Education licensing requirements.

At its sole discretion, RSL may also retain teachers-in-training who are working toward a credential and others with specialized and appropriate experience if their skills and abilities will further the educational mission of RSL and if they are in the process of securing a credential.

Non-Core Teaching Staff

Non-core teachers are not required to hold credentials but must demonstrate subject knowledge and the ability to work well with students, as well as the ability to carry out the roles and responsibilities as stated in their specific job description in addition to any other duties that RSL may request.

Other Staff, and Consultants

All other staff must demonstrate the abilities necessary to effectively carry out their responsibilities and do not require a Louisiana Teaching Credential unless specified in their job descriptions and/or employment agreements.

Faculty and Staff Compensation

The Superintendent or Associate Superintendent may propose a salary schedule and will present it for approval to the Board. Individual faculty and staff salaries will be determined each year according to RSL's staffing needs and budget availability.

Performance Evaluations

Employees will receive periodic performance evaluations. Your supervisor will conduct the

evaluation and discuss it with you. RSL strives to conduct performance evaluations annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, your attitude toward others,

and the performance of your students. The performance evaluations should help you become aware of your progress, areas for improvement, and objectives or goals for future work performance.

Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of RSL and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you and discussed with you by your supervisor and that you are aware of its contents.

RSL's provision of performance evaluations does not alter the at-will employment relationship. Nothing in this policy shall limit the right to terminate employment at-will or limit RSL's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. Employment is at the mutual consent of the employee and RSL. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

Faculty and Staff Benefits

Retirement

RSL will contribute 5% of the amount of the Employee's established salary annually to the Employee's 403b plan. The Employee may also opt to contribute additional sums to their 403b. Effective August 1, 2021: All Employees are eligible to voluntarily participate in contributing to your specified job classification plan (See chart below). When you (the Employee) begin contributing to the Certificated 403b plan or Classified 403b plan (based on job classification), theEmployer (RSL) will provide a 100% match on your Voluntary Contributions up to a certain level (from 3% to 5%) of your established base salary (excluding stipends, additional pay, performance incentive, etc..) based on your years of service completion at RSL. (See chart below). The Employee must contribute to the 403b plan in order to receive a "match" from the Employer.

Complete Years of Service	Certificated Staff 403b	Classified Staff 403b
0-5 Complete years	Employer Match of up to 3%	Employer Match of up to 3 %
6-10 complete years	Employer Match of up to 5%	Employer Match of up to 5%

*Grandfather Clause: Due to policy change effective August 1, 2021, Current RSL Certificated Employees Only who have an established and/or active RSL 403B plan prior to June 30, 2021, will qualify for the 5% Employer "Match" despite years of employment at RSL.

Unemployment Insurance

RSL contributes a significant amount of money each year to the Louisiana Unemployment Insurance Fund on behalf of its employees. Under certain circumstances, you may be eligible for unemployment insurance benefits.

Health/Vision/Dental/Life Plans

Eligible employees may participate in the School's health, vision, dental & life plans. There is no guarantee that RSL will continue to maintain any of these plans or that the terms and conditions of any such plan will not be changed at any time. Further, in order to continue participation in any such plan, employees may be required to pay a part of the premium. Spouses or dependents

of the employee may be eligible to enroll in each plan pursuant to the specific terms and conditions of the plan, which ultimately govern all aspects of the employee's eligibility for and participation in the plan.

An "eligible employee" and "an eligible dependent" are defined by applicable law, including, but not limited to, the Patient Protection and Affordable Care Act and applicable regulations. Please consult the plan documents or Human Resources if you have questions regarding your eligibility.

When Coverage Starts

Your coverage will begin on the first of the month after 30 days of employment. After this initial enrollment, RSL will hold open enrollments once per year. See Human Resources for more information and details regarding changes to coverage.

Payroll Information

Payroll Withholdings

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

Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and, of course, the gross pay amount.

- 1. <u>State Income Tax Withholding</u>: The same factors that apply to federal withholdings apply to state withholdings.
- 1. <u>Social Security (FICA)</u>: 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.

Every deduction from your paycheck is explained on your check voucher in accordance with applicable law. If you do not understand the deductions, ask Human Resources to explain them to you. You may change the number of withholding allowances you wish to claim for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to Human Resources.

W- 4 forms for Federal Withholdings and the Louisiana Employee's Withholding Allowance Certificate (Form L-4) forms are available online (www.irs.gov and http://revenue.louisiana.gov respectively) and from Human Resources.

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 Human Resources and to fill out a new W-4 and/or L-4 form(s).

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, total wages, as well as other required information.

Employees are required to immediately report all deductions from their pay that they believe are improper. RSL will immediately investigate such reports and promptly reimburse impermissible

deductions and will take necessary measures to ensure that improper deductions are not made in the future. Retaliation against an employee for reporting a wage deduction that the employee reasonably believes to be improper shall not be permitted and any violations of this reporting/non-retaliation policy will result in disciplinary action up to and including termination.

Employment Categories

Upon hiring, all employees are classified as full-time or part-time, and regular or temporary. Because all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and RSL. Accordingly, either the employee or RSL can terminate the employment relationship at-will, at any time, with or without cause or advance notice.

Regular Employees

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

Full-Time Employees

Full-time employees are those employees who are regularly scheduled to work and work 40 or more hours per week (either throughout the calendar year, or during the academic year only). Generally, full-time employees are eligible for RSL benefits, such as health care plans, holidays, and sick leave. However, eligibility for each RSL benefit is ultimately governed by the applicable policy, plan document, and/or applicable law. Thus, there may an instance in which a full-time employee is eligible for some but not all of these benefits.

Temporary Employees

An employee who is hired for a particular project or job of limited or indefinite duration is considered a temporary employee. As described later in this handbook, temporary employees receive all legally mandated benefits and leaves, but they generally are ineligible for all of RSL's other employment benefit and leave programs. A change from temporary to regular status

will be effective only if the employee has been advised of the status change by the Principal and a Change in Status form completed and turned in to Human Resources.

Overtime

All employees are classified as either exempt or non-exempt from the payment of overtime compensation based on certain criteria, including their job responsibilities.

Exempt employees generally hold executive, administrative, professional, or other positions and are exempt from overtime compensation in accordance with federal law. Exempt employees are generally paid on a salary basis, regardless of the number of hours worked in a work week.

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.

Non-exempt employees are those who are compensated on an hourly basis and are eligible for overtime pay when they work more than 40 hours in a work week in accordance with federal law

Whether an employee is exempt or non-exempt will be determined on a case- by-case basis and will be indicated in the employee's job description. Employees are encouraged to direct any questions concerning their compensation to their Principal or Human Resources in the event that any inadvertent error has been made so that it can be corrected.

Schedule

Each school maintains regular hours of operation Monday through Friday, except during school holidays (please refer to your school administrator for your school's specific hours of operation). All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Staff members will be assigned a work schedule during the hours of school operation. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. The Principal or your supervisor will assign your individual work schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short- term or long- term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, ready to work.

If you need to modify your schedule, request the change with the Principal or supervisor. All schedule changes or modifications must be approved by the Principal or your department head.

Timekeeping Procedures

All employees are required to clock-in and out daily using the biometric reader.

All non-exempt employees, as described herein above in the section entitled Overtime, are required to keep track of their time for all hours worked for each day of each pay period using the biometric reader. It is very important that non-exempt employees clock in upon arriving to work and clock out for lunch or when leaving work for activities or business not associated with the School, and when leaving work for the day. If an employee forgets to clock in/out, they should contact the Principal and Office Manager to correct time entries. School wide holidays will be handled by Human Resources. Any leave requests should be approved by your supervisor via email and approved leave should be forwarded to Human Resources so appropriate adjustments may be made to the employee's time entries. An employee may not clock in or out for another employee and non-exempt employees may not engage in any "off the clock" work. Doing so will subject the employee(s) to discipline, up to and including termination of employment.

Non-exempt employees should verify that all hours are correct and that all corrections (i.e., time corrections, sick leave, or holidays) have been made to their time entries. A supervisor must review and approve of all time. Falsification of time records is a violation of the School's policy and federal law and may be grounds for disciplinary action up to and including termination of employment.

Exempt employees must clock in and daily for attendance purposes and are responsible for verifying that any necessary corrections are made in regard to time-off (approved sick time) during each pay period.

Professional Development Time

RSL requires certain employees to periodically attend professional development training. Some

sessions are designated as "full-day, pupil-free" training. These generally occur about five times prior to the school year beginning and seven times throughout the school year. RSL generally provides certificated staff members (with the exception of Principals and Directors) with additional compensation for attending professional development and they are compensated at the designated training rate. The School compensates non-exempt employees for hours spent attending such training in accordance with applicable law. Non -certificated exempt employees are typically not eligible for additional compensation for attending such training unless specifically stated in their individual work agreement.

RSL reserves the right to amend, alter, or change this policy at any time, with or without notice. Please see your supervisor or Human Resources for more information.

No personal days will be approved during scheduled Professional Development time. Sick time will not be given for days missed.

Paydays

Employees are paid on the 10th and 26th of each month. Time worked during the 1st through the 15th of each month is paid on the 26th of that month. Time worked during the 16th through the 30th/31st of each month is paid on the 10th of the following month. As a result, it is vitally important that any requested accrued time-off be approved in advance, prior to the end of a pay period.

Stipends for Additional Duties

Stipends may be offered to Employees who take on duties additional to those laid out in the Agreement and will be paid following written verification from supervisor that all additional duties have been satisfactorily completed; typically, in the June 26th paycheck.

School Calendar

Copies of the most current RSL Calendar are available online at the School's website from Human Resources, the Main Office or from the Principal. Any questions should be directed to your immediate supervisor. Additional workdays might include weekends, pupil-free days and breaks.

Fiscal Calendar

RSL operates on a fiscal calendar year beginning July 1 and ending June 30.

Mileage

Any mileage used for approved business purposes of the School will be reimbursed upon submission and approval by supervisor of an expense reimbursement form. Expense reimbursement forms should be signed by your Principal or supervisor indicating approval of such expenses prior to submission. Approved expense reimbursement forms are due by the 5th business day each month for expenses incurred in the previous month. Mileage reimbursement will be based on the Internal Revenue Service's mileage reimbursement guideline then in effect. Forms are available on the School's website and from the Main Office.

III. VACATION, LEAVES, AND ABSENCES

<u>Holidays</u>

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

Labor Day Thanksgiving Day and the day after Christmas Eve Christmas Day and the day after New Year's Eve New Year's Day Martin Luther King, Jr. Day Mardi Gras (Tuesday only) Memorial Day Juneteenth

Fourth of July

Vacation

Employees of Redesign Schools Louisiana do not earn paid vacation time.

Sick Leave

RSL gives paid sick leave to eligible employees for periods of temporary absences due to illness, injury, or disability, as follows:

Eligibility

To be eligible for sick leave, an employee must be full-time.

Amount

Full-time employees are given sick leave at a rate of 2 hours per pay period, 12-month employees are given up to 48 hours per year.

Sick hours will carry over from one year to the next. Sick leave will not be given during any unpaid leave of absence.

Compensation for Sick Leave

Eligible employees may take sick leave in one-hour increments. Employees will receive pay at

their normal base rate for any sick leave taken. For example, a full-time, nonexempt employee will be paid sick leave based on an 8-hour workday for a full-day leave, and four-hours pay at their hourly rate for a half-day leave. No employee may receive pay in lieu of sick leave, and employees will not receive pay for unused sick leave that has expired at the end of the academic year or upon termination of their employment. Unused sick leave will be lost upon separation of employment or will carry over at the end of the academic year.

<u>Use</u>

Sick leave may be used for personal illness, injury, or disability. It is intended to be used only when actually required to recover form illness or injury; sick leave is not for "personal" absences. Eligible employees are permitted to use their available sick leave in order to care for an ill child (including a biological, foster, or adopted child, a stepchild, or legal ward of the employee), parent (including a biological, foster, or adoptive parent, stepparent or legal guardian), spouse, or domestic partner. Time off for medical and dental appointments will be treated as sick leave. Employees may not use sick time until it becomes available.

RSL retains the right to request verification from a licensed health care practitioner for any absence due to illness, injury, or disability. Sick pay may be withheld if a satisfactory verification is not received within 3 days of the absence.

Requesting Sick Leave

Eligible employees should call in to their Principal or supervisor as soon as they are aware that they are unable to report to work. The School requests that employees attempt to provide at least 2 hours' notice when possible.

If medical circumstances allow, employees should submit a time-off request via Paylocity before taking sick leave.

Consequences for Failing to Notify

Employees are expected to notify their Principal, Human Resources or supervisor in advance if they are unable to report to work due to any reason. Failure to notify can result in disciplinary action, up to and including termination. If an employee fails to notify his/her Principal, Human Resources or supervisor of an absence and such employee remains absent from work for three (3) consecutive days, that employee will be considered to have abandoned his/her job.

Coordination of Sick Leave Benefits with Other Benefits

RSL will pay sick leave benefits (to the extent they are available) to an eligible employee during the normal waiting period, if applicable, before the employee is paid workers' compensation benefits pursuant to the applicable state and federal law governing industrial injury or illness. Similarly, the School will pay sick leave benefits during the normal waiting period, if applicable, before the eligible employee is paid benefits from either state unemployment disability or other insured unemployment disability plan.

It is your responsibility to apply for any disability benefits for which you may be eligible as a result of illness or disability, including workers' compensation insurance, and/or any short-term

disability insurance benefits for which you qualify. The School requires employees to take any available sick leave during any medical leave taken pursuant to the Family Medical Leave Act, or the Pregnancy Disability Leave Law.

Family and Medical Leave

Pursuant to the Family Medical Leave Act ("FMLA"), eligible employees may request an unpaid family or medical leave of absence pursuant to the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive) and have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence.

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

1. the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child.

2. The care of the employee's spouse, child, parent, registered domestic partner, or child of registered domestic partner with a "serious health condition".

3. The "serious health condition" of the employee.

4. The care of the employee's spouse, child, parent, or next of kin who is member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

5. Any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

Family and medical leave may be taken for up to 12 workweeks during the designated 12-month period (with the exception of qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be calculated based on the 12- month period measured forward from the date of the employee's first use of family and medical leave. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

In order to request Family or Medical Leave, employees should fill out an Employee Leave of Absence Form and applicable FMLA Certification Form as soon as the employee is aware of the need for such leave (See "Certification by Health Care Provider" below). These forms can be obtained from the Human Resources or the employee's work location front office.

An employee using unpaid leave is not entitled to continued paid coverage of health insurance benefits. The employee may continue his or her group health insurance coverage through the School by making payments to the School for the amount of the relevant premium. These payments must be made on the 10th and 26th of each month while the employee is out on leave. Please contact Human Resources for further information.

Subject to requirements imposed by applicable law, if you do not return to work on the first workday following the expiration of an approved family and medical leave, you will be deemed to have resigned from your employment. Under most circumstances, upon return from Family and Medical Leave, an employee will be reinstated to his/her previous position, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, during and upon return from a family and medical leave, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee

would have been laid off had he or she not gone on family and medical leave, or if his or her position has been eliminated during the leave, then the employee will not be entitled to reinstatement. In certain circumstances, "key" employees may not be eligible for reinstatement following a family and medical leave. The School will provide written notice to any "key" employee who is not eligible for reinstatement.

If an employee is returning from Family and Medical Leave taken for the employee's own serious health condition, but the employee is unable to perform the essential functions of his or her job because of a physical or mental disability, the School will make a good faith effort to reasonably accommodate the employee. The employee's use of family and medical leave will not result in the loss of any employment benefit that the employee earned or was entitled to before using family and medical leave.

<u>Certification by Health Care Provider</u>

RSL requires an employee seeking to take Family or Medical Leave to provide certification (via FMLA Certification Form available on the School's Intranet site or from Human Resources) as noted below, within 15 days of any request for such leave. The School reserves the right to request additional re-certification from the health care provider should there be a need to extend the duration of the leave.

If the leave request is for the employee's own serious health condition, the employee must provide a certification from the health care provider indicating:

- Commencement date of the serious health condition
- Probable duration of the condition
- Confirmation that this serious health condition does not allow the employee to either work at all or to perform one or more of the essential functions of his or her position.

If the leave request is to care for a sick spouse, child or parent, the employee must provide a certification from the health care provider indicating:

- Commencement date of the serious health condition
- Probable duration of the condition
- Estimated amount of time for care by the health care provider and
- Confirmation that the employee's presence is needed for the treatment of the serious health condition.

If both parents work for the RSL, and they request simultaneous leave for the birth, adoption or foster care of a child, the School may grant no more than a total of 12 weeks of family/medical leave which can be split between each employee.

If the leave was for an employee's own serious health condition, the School will require the employee to provide certification from a health care provider that the employee is fit to return to work with or without reasonable accommodations. Employees may not return to work without such certification.

Family and Medical Leave Carryover

If an employee is granted an approved leave under FMLA, it will be counted as part of the 12work week entitlement in a 12-month period. The 12-month period is measured forward from the date the employee's first family/medical leave began. Successive 12-month periods commence on the date of the employee's first use of such leave after the preceding 12-month period has ended. Employees may not carryover any unused leave from one 12-month period to the next.

Intermittent Family and Medical Leave

Employees may take Family or Medical Leave in shorter blocks of time if the reason for your leave is the employee's own serious health condition or that of the employee's spouse, child or parent and your health care provider certifies that this is medically necessary. The shortest block of time that an employee may take is one hour at a time.

Substitution of Other Available Leave for Family/Medical Leave

You will also be required to use any available sick leave during unpaid family and medical leave that is due to your own or a family member's serious health condition. However, if an employee is receiving benefit payments pursuant to a disability insurance plan or workers' compensation coverage, the employee and RSL may mutually agree to supplement such benefit payments with available sick leave.

Parental Leave

RSL will provide up to 12 weeks of unpaid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave and Pregnancy-Related Disability Leave, as applicable. Parental leave must be taken within 12 months of the birth or placement of the child.

Pregnancy-Related Disability Leave

Any employee who is qualified under Louisiana's pregnancy disability laws and is disabled on account of pregnancy, childbirth or related medical conditions may take an unpaid pregnancy-related disability leave for up to four months (or 17 1/3 weeks or 693 hours) if there are medical complications relative to the pregnancy, childbirth or related medical conditions in accordance with state law. For a normal pregnancy, an employee who is qualified under Louisiana's pregnancy

disability laws may take unpaid pregnancy-related disability leave for up to 6 weeks. Pregnancy-related disability leave runs concurrently with Family and Medical Leave Act (FMLA) leave and parental leave, as applicable.

Likewise, in accordance with Louisiana's pregnancy disability laws, the School will also make a good faith effort to provide reasonable accommodations and/or transfer requests to qualified employees for pregnancy, childbirth, or related medical conditions when such a request is medically advisable based on the medical certification from her health care provider.

<u>Procedure for Requesting Pregnancy-Related Disability Leave, Transfer, or</u> <u>Accommodation</u>

Employees should notify RSL of their request for pregnancy-related disability leave, transfer, or accommodation as soon as they are aware of the need for such leave. Employees should contact Human Resources as soon as possible and complete and submit, in accordance with the School's request for Leave of Absence procedures, an employee Leave of Absence Form and Pregnancy Disability Leave Form (PDL Form). Both forms are available on the School's Intranet site and from Human Resources. For foreseeable events, if possible, the employee should provide 30 calendar days' advance notice to the School of the need for pregnancy-related disability leave or transfer. If it is not practicable for the employee to give 30 calendar days' advance notice of the need for leave or transfer, the employee must notify the School as soon as practicable after she learns of the need for the pregnancy-related leave or transfer.

Any request for pregnancy-related disability leave or accommodation must be supported by medical certification from a health care provider, which shall provide the following information: (a) the date on which the employee became disabled due to pregnancy; (b) the probable duration

of the period or periods of disability; and (c) an explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform one or more of the essential functions of her position without undue risk to herself, her pregnancy, or other persons.

In the case of a pregnancy-related disability transfer, the medical certification shall provide the following information: (a) the date on which the need to transfer became medically advisable; (b) the probable duration of the transfer; and (c) an explanatory statement that, due to the employee's pregnancy, the transfer is medically advisable.

Upon expiration of the time period for the leave, accommodation, or transfer estimated by the health care provider, RSL may require the employee to provide another medical certification if additional time is requested for leave, accommodation, or transfer. Intermittent Pregnancy-Related Disability Leave.

The leave does not need to be taken in one continuous period time and may be taken intermittently, as needed. Leave may be taken in increments of one hour or as otherwise authorized by applicable law. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave, RSL may require the employee to transfer temporarily to an available alternative position. This alternative position will have equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

Substitution of Other Available Leave for Pregnancy-Related Disability Leave

An employee taking pregnancy-related disability leave must substitute any available sick days (pursuant to the School's Sick Leave policy) for her leave. If an employee is receiving benefit payments pursuant to a disability insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available sick leave.

Leave's Effect on Pay and Benefits

Employees on unpaid leave will receive employment benefits, such as sick leave, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such employment benefit.

During an employee's unpaid leave such as parental leave/pregnancy-related disability leave or FMLA, the RSL will not maintain any group health insurance coverage that you were provided before the leave on the same terms as if you had continued to work. The employee may continue his or her group health insurance coverage through the School by making payments to the RSL for the amount of the relevant premium. These payments must be made on the 10th and 26th of each month while the employee is out on leave. Please contact Human Resources for further information.

Reinstatement After Pregnancy-Related Disability Leave or Transfer

Unless RSL and the employee already have agreed upon the employee's return date, an employee who has taken a pregnancy-related disability leave or transfer must notify the Principal at least 2 business days before her scheduled return to work or, as applicable, before her transfer back to her former position.

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

Employees returning from Pregnancy Disability Leave are required to submit a Certification of Health Care Practitioner Release form (available on the School's Intranet site or from Human Resources) in advance of their return to work.

Nursing Breaks

Non-exempt employees who are nursing shall be permitted reasonable breaks during the working day to take care of their needs with respect to nursing for up to one year following the birth of a child. The School will provide a private area, other than a restroom, which is shielded from public view in order for a nursing mother to express milk. The School will not discriminate in

any way against an employee who chooses to nurse in the workplace. If you have questions about this policy, or need assistance in locating a place to nurse, please contact the School Leader or the Human Resources Department.

Military Leave

Employees whose participation in the armed forces services or other military duty is mandatory will be granted time off without pay.

Employees should inform their Principal and Human Resources of any military obligations as soon as they know the required dates of service. If requested, employees must furnish the Principal with a copy of any official orders or instructions.

Upon return from an excused military leave, the employee will be reinstated to his or her former position, or another position, to the extent required by applicable law.

Bereavement Leave

Employees who regularly work 20 or more hours per week may be granted up to three (3) days of paid bereavement leave if they suffer the loss of an immediate family member. Employees who regularly work less than 20 hours per week may be granted up to three (3) days of unpaid bereavement leave if they suffer the loss of a family member. For purposes of this policy, a member of the family is defined as a spouse, domestic partner, significant other, parent, stepparent, individual who raised the employee, in-law, child, stepchild, foster child, child of the employee's domestic partner or significant other, grandparent, step grandparent, aunt, uncle, cousin, or any other relative by blood or marriage.

A request for bereavement leave must be submitted to your supervisor in advance of the need for such leave, and an appropriate school administrator must approve the request prior to the employee taking leave. Under extenuating circumstances, employees who wish to extend their bereavement leave beyond three days may submit a request to do so to the Principal.

Such a request must be in writing and in advance of the need for additional leave. This additional leave will be unpaid.

Unpaid Medical Leave

In an effort to comply with its duty to accommodate employees with qualifying disabilities, in addition to complying with the Family and Medical Leave Act and other applicable laws requiring employee leave, RSL will provide leaves of absence without pay when an employee is temporarily unable to work due to a mental or physical disability, certified in writing by his or her health care provider, unless such leave would cause an undue hardship to the School. Approved absences of less than two weeks are not treated as medical leaves of absences but rather as excused absences without pay. Employees granted unpaid medical leave have no right to guaranteed reinstatement. Benefit availability, such as sick leave, and holiday benefits will be suspended during an unpaid medical leave period and will resume upon return to active employment. Unless otherwise required by law, the RSL does not continue to pay premiums for health insurance coverage for employees on unpaid medical leave. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

Discretionary Unpaid Leave (Non-Medical)

RSL may grant a leave of absence at the Principal's or Supervisor's discretion to employees in certain unusual circumstances. Discretionary Leave can be taken for up to 8 work days for a single purpose, and should be approved at least one week in advance if possible. It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor or the Principal during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted your supervisor or Human Resources, the School will assume that you do not plan to return and that you have voluntarily terminated your employment. Employees are not given sick leave, or holiday benefits while they are on unpaid discretionary leaves of absence.

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

If your request for a discretionary leave of absence has been denied, and you choose to still be absent, disciplinary action will be taken, up to termination.

Jury Duty/Witness Duty

All employees who receive a notice of jury/witness duty must notify his or her supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits.

Either RSL or the employee may request an excuse from jury/witness duty if, in the RSL's judgment, the employee's absence would create serious operational difficulties.

Employees will be paid for one day of jury service and will have no loss of benefits during this one-day period. Thereafter, exempt and non-exempt employees who are called for jury/witness duty will be provided time off without pay. Employees may elect to use any available sick time during jury/witness duty leave.

In the event that the employee must serve as a witness within the course and scope of his or her employment with the School, the School will provide time off with pay.

IV. STANDARDS OF CONDUCT, HEALTH, AND SAFETY

Punctuality and Attendance

RSL expects all employees to report to work on a reliable and punctual basis. Absenteeism, early departures from work, and late arrivals burden your fellow employees, students, and the School. If you cannot avoid being late to work or are unable to work as scheduled, you must call the Principal or your front office as soon as possible.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized school business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided. Excessive absenteeism may lead to disciplinary action, up to and including termination of employment, unless otherwise protected by law.

Any employee who is unable to report for work on any particular day must call his/her Principal or supervisor at least two (2) hours before the start of the scheduled workday. Because voice mail messages may go unheard for significant periods of time, leaving a voice mail message is not a sufficient method of notifying your supervisor—you must personally contact your supervisor in a timely manner. If you are required to leave work early, you must also personally contact your supervisor and obtain his or her permission.

If an employee fails to report to work without notification to his/her Principal or supervisor for three consecutive days, the school may consider that employee has abandoned his/her employment and has voluntarily terminated the employment.

Upon returning to work after an absence for any reason, the employee must complete an absence form and turn it in to the Principal by the end of the workday on which the employee returns. If an employee is absent for medical reasons for more than three (3) working days, the employee must, immediately upon his or her intended day of return to work, provide the Principal with a physician's statement certifying that the employee is able to return.

Policy on Personal Appearance

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 the School in the eyes of the public, each employee must report to work properly groomed, modeling good personal hygiene, wearing appropriate clothing and maintaining a professional appearance that sets a good example for School students.

Please limit the wearing of jeans to Fridays or casual dress days as designated by your Principal. Jeans should not have holes or rips. Shoes must be closed toe and closed heel for safety. Athletic shoes are permissible. Pants and skirts must be appropriate in material and fit, where they have enough coverage to not show undergarments or expose private areas when bending or squatting.

RSL staff members who do not, in the judgment of the Principal reasonably conform to this dress code shall receive first a verbal communication, then written notice from the Principal. Repeated violations will result in disciplinary action.

Staff Member Relationship Policy

Employees who have a prior existing relationship or begin a relationship with another employee that is not of a business nature must disclose this relationship to their supervisor and Human Resources. Employees involved in a personal relationship should not behave in a way that hinders any of the employer's operations or distracts their colleagues from their duties. Employees who maintain relationships without informing their supervisor or Human Resources will be in violation of this policy, as will employees who behave inappropriately in regard to their relationship.

Staff Member-Student Relations Policy

Boundaries Defined

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

Acceptable and Unacceptable Behavior

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

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

Unacceptable Behaviors

(These lists, and any subsequent lists, are not meant to be all-inclusive, but, rather illustrative of the types of behavior addressed by 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, or jokes/comments with sexual double-entendre
- g. Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator
- h. Listening to or telling stories that are sexually oriented
- i. Discussing inappropriate personal troubles or intimate issues with a student
- j. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior
- k. Giving students a ride to/from school or school activities without parent permission.
- 1. Being alone in a room with a student at school and with the door closed
- m. Allowing students in your home without signed parent permission for a pre- planned and pre-communicated educational activity which must include another educator, parent, or other responsible adult
- n. Remarks about the physical attributes or physiological development of anyone
- o. Excessive attention toward a particular student
- p. Sending e-mails, text messages, social media messages, letters, direct/private messages via social media or any other communication to students if the content is not about school activities and not in accordance with applicable school policies
- q. Striking, hitting, spanking a student, or putting a student through any physical duress as a form of punishment, including any form of corporal punishment

Acceptable and Recommended Behaviors

- a. Obtaining parents' written consent for any after-school activity on or off campus (exclusive of tutorials)
- b. Obtaining formal approval (site and parental) to take students off school property for activities such as field trips or competitions
- c. E-mails, text-messages, phone conversations, and other communications to and with students must be professional and pertain to school activities or classes (communication should be initiated via school-based technology and equipment).
- d. Keeping the door open when alone with a student
- e. Keeping reasonable space between you and your student
- f. Stopping and correcting students if they cross your own personal boundaries
- g. Keeping parents informed when a significant issue develops about a student
- h. Keeping after-class discussions with a student professional and brief
- i. Asking for advice from senior staff or administrators if you find yourself in a difficult situation related to Boundaries
- j. Involving your supervisor if conflict arises with a student
- k. Informing your Principal about situations that have the potential to become more severe.
- 1. Making detailed notes about an incident that could evolve into a more serious situation later
- m. Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers
- n. Asking another staff member to be present if you will be alone with any student who may have severe social or emotional challenges (and you are not the assigned case educator)
- o. Asking another staff member to be present, or within close supervisory distance, when youmust be alone with a student after regular school hours
- p. Giving students praise and recognition without touching them in questionable areas;
- q. Giving appropriate pats on the back, high-fives, and handshakes are appropriate
- r. Keeping your professional conduct, a high priority during all moments of student contact
- s. Asking yourself if any of your actions which go contrary to these provisions are worth sacrificing your job and career

Reporting Violations of This Policy

When any staff member, parent, or student becomes aware of a staff member having crossed the Boundaries specified in this policy, he or she must report the suspicion to a Principal promptly.

All reports shall be confidential. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses Boundaries, or any situation in which a student appears to be at risk for sexual abuse.

Child Abuse and Neglect Reporting

Louisiana Children's Code Section 603, *et seq.* requires any teacher or child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within five (5) days of receiving the information concerning the incident. Employees may but are not required to report such incidents to a Principal. Reporting such incidents to a Principal does not relieve the Employee of responsibility to also immediately report such incidents to the appropriate child protective agency by telephone and to send a written report thereof within five (5) days. However, employees may work cooperatively to report the incidents and to file one written report.

Investigating

The Principal will promptly investigate and document the investigation of any allegation of a violation of the Teacher-Student Relations Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances unless the allegation also constitutes a reportable allegation.

If the allegation is only a violation of the Teacher-Student Relations Policy, the Principal shall conduct an investigation as set forth above. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s), including any potential witnesses, as much as possible. The investigating Principal shall promptly notify the Superintendent that an investigation is in progress; the Superintendent, in turn, shall notify the Board in closed session of the existence and status of any investigations.

Upon completion of any such investigations, the Principal shall direct the investigating Principal to report to the Board any conclusions reached. The investigating Principal shall consult with RSL legal counsel, as appropriate, prior to, during, and after conducting any investigation.

Consequences

Staff members who have violated this policy will be subject to appropriate disciplinary action, and, where appropriate, will be reported to authorities for potential legal action. In such instances, the school will collaborate with a contracted liaison agency, as well as with the law firm of Baker, Donelson, Bearman, Caldwell & Berkowitz, PC.

Workplace Violence Policy

RSL recognizes that violence in the workplace is a growing nationwide problem necessitating a

firm, considered response. The costs of such violence are great, both in human and financial terms. We believe that the safety and security of employees and students is paramount.

Therefore, RSL has adopted this policy regarding workplace violence to help maintain a secure workplace.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the School or that occur on School property or in the conduct of School business off property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in School operations, including, but not limited to, School students, parents, employees, independent contractors, temporary employees, vendors, and anyone else on School property or conducting School business off property. Violations of this policy, by any individual, may lead to disciplinary action, up to and including termination, and/or legal action as appropriate.

Always ensure that all visitors have signed in the visitor log and are wearing appropriate visitor tags/badges. Suspicious persons or activities should be reported to Human Resources or the Principal. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuables and/or personal articles in or around your workstation that may be accessible. The Faculty Lounge has been established as a place where employees can go to relax, eat, or meet in a relaxed atmosphere. The security of facilities and the welfare of our students and employees depend on the alertness and sensitivity of every individual to potential security risks. You should immediately notify Human Resources or the Principal when any person(s) is acting in a suspicious manner in or around the facilities or when keys, security passes, or identification badges are missing.

Workplace Violence Defined

Workplace violence includes threats of any kind; threatening, physically aggressive, or violent behavior, such as intimidation or attempts to instill fear in others; other behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or swearing, sabotage, threats of sabotage of School property; defacing School property or causing physical damage to the facilities; and bringing weapons or firearms of any kind on School premises or while conducting School business.

Enforcement/Complaint Procedure

Any person who violates this policy on School property may be removed from the premises as quickly and safely as possible, at the School's discretion, and may be required to remain off School premises pending the outcome of an investigation of the incident, or indefinitely, depending on the severity of the incident and in the sole discretion of the School.

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, student, parent, visitor, or anyone else, he or she must immediately notify his or her supervisor, Human Resources, or the Principal. Furthermore, employees should notify Human Resources or the Principal if any restraining order is in effect or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the School will inform the reporting individual of the results of the investigation. To the extent feasible, the School will maintain the confidentiality of the reporting employee. However, the School may need to disclose information in appropriate circumstances (for example, in order to protect individual safety). The School will not tolerate retaliation against any employee who reports workplace violence.

If the School determines that workplace violence has occurred, the School will take appropriate corrective action and may impose disciplinary action, up to and including termination.

Workplace Safety

The School takes the health and safety of its employees very seriously. In compliance with Louisiana law and to promote the concept of a safe workplace, the School maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives.

First and foremost, if an employee is injured on the worksite, and it is an emergency, immediately contact emergency services at 911 and request an ambulance.

Each and every employee is responsible for ensuring he/she performs their duties in a safe manner. Employees may not engage in hazardous activities on School premises or engage in horseplay with others. Such activities may result in immediate termination.

Employees who are injured on the job (or witnesses if the injured employee is unable to do so) must report their injury immediately to their supervisor, Principal and Human Resources. A Workers Compensation First Report of Injury Form (LWC-WC IA-1) must be completed immediately per the instructions contained in the Administrative Manual.

As soon as possible after the incident, but absolutely no later than 24 hours, an Employee Incident Investigation Report must be completed and submitted to Human Resources. These forms must be completed in sufficient detail, including any witness statements, pictures and observations, to allow the reader a clear picture of what occurred. The form must be completed regardless of whether the injured employee visits one of the authorized Workers Compensation clinics or not.

Injured employees who visit one of the authorized clinics must promptly notify their Principal AND Human Resources of any status provided by the clinic (ex: temporary dismissal from work, restrictions on job duties, full release, etc.).

Security Protocols

The School has developed guidelines to maintain a secure school site. Be aware of unknown persons loitering in walkways, entrances, and exits of the school. Report any suspicious persons or activities to office staff. Secure your classroom or office at the end of each day. When called away from your classroom, do not leave students, valuable or personal articles unattended. The security of our facility is directly related to the health and safety of our students and our colleagues. Employees must immediately notify a school administrator when school facilities keys are missing or if security access or codes have been breached.

The School is committed to establishing and maintaining a safe work environment for all of its employees. We believe that safety is a shared responsibility of the School and employees from all levels of the School, as well as students and parents. The School is committed to ensuring compliance with applicable federal, state, and local safety regulations.

All employees are expected to obey safety rules and to exercise caution in all their work activities. Examples of behavior which Employees should refrain from are: improperly lifting heavy objects, climbing, standing on furniture or chairs, and opening the heavy iron gates. Additionally, there are certain duties, which require pre- authorization to perform. Employees are encouraged to walk out to their cars in groups, particularly when it is dark outside. Employees are required to lock their rooms when they leave it unattended for any period of time. Never leave children unattended in the classroom. All employees, students or parents are to report immediately to a supervisor and operations staff any unsafe conditions. The School expects that all employees correct or report `unsafe conditions as promptly as possible.

Emergency Plans

Appropriate fire exit and inclement weather preparedness drills will be administered at least two times per year. In the case of an actual emergency, teachers are responsible for staying at the school site (or evacuation staging area) until they are released by a school administrator. During an emergency, teachers must always have a roster of students under their direct supervision.

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 to office staff or school administrators. In addition, all employees should know the local emergency numbers.

Guests and Visitors

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

Policy on Drug and Alcohol-Free Workplace

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

This policy applies whenever the interests of the School may be adversely affected, including any time that an employee is on RSL premises and conducting or performing activities on behalf of the School (regardless of location).

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

Illegal Drugs

An "illegal drug" is any drug or substance that is not legally obtainable, is legally obtainable but has not been legally obtained, or has been legally obtained but is being sold or distributed unlawfully. Any employee who uses, possesses, purchases, sells, manufactures, distributes,

transports, or dispenses any illegal drug will be subject to discipline up to and including termination. "Possesses" means that the employee has the substance on his or her person or otherwise under his or her control. Any employee who possesses or is under the influence of any illegal drug will be subject to discipline up to and including termination.

Legal Drugs

A "legal drug" is any drug, including any prescription drug or over-the-counter drug (including medical marijuana), that has been legally obtained and that is not unlawfully sold or distributed. Any employee who abuses a legal drug will be subject to discipline up to and including termination. "Abuse of a legal drug" means the use of any legal drug for any purpose other than the purpose for which it was prescribed or manufactured, or in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer. Any employee who purchases, sells, manufactures, distributes, transports, or dispenses any legal prescription drug in a manner inconsistent with law will be subject to discipline up to and including termination. Any employee who works while impaired by the use of a legal drug will be subject to discipline up to and including termination whenever such impairment might (1) endanger the safety of the employee, students, or some other person; (2) pose a risk of

significant damage to School property or equipment; or (3) substantially interfere with the employee's job performance or the efficient operation of the School or School equipment.

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

Nothing in this policy is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this policy. Furthermore, nothing in this policy is intended to diminish the School's commitment to employ and reasonably accommodate qualified disabled individuals. The School will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability.

Drug Testing

To maintain a safe and drug-free workplace, the School requires the following:

- 1. <u>Post-Accident or Safety Violation Testing</u>: Employees who have caused or contributed to an on-the-job accident must submit to drug and alcohol testing. "Accident" means any mishap causing bodily injury requiring medical attention. In addition, employees who cause or contribute to a serious or potentially serious accident or incident while on the School's premises or while conducting or performing activities on behalf of the School, in which safety rules were violated, unsafe instructions or orders were given, equipment or property was damaged, or unusually careless acts were performed must also submit to drug and alcohol testing. As soon as practicable following any on-the-job injury, the employee is required to inform his or her supervisor of the occurrence of the injury to determine if medical attention is necessary.
- 2. <u>Reasonable Suspicion</u>: Employees are subject to testing for the presence of drugs and alcohol based on a reasonable belief or reasonable suspicion by the School that an employee is under the influence of drugs or alcohol in violation of School policy.
- 3. Reasonable suspicion may be drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience.
- 4. <u>Penalties for Policy Violations</u>: Employees are required to submit to tests and provide urine, hair or other specimens upon request. Failure to cooperate with any drug testing requirement, including but not limited to: refusing to consent to testing, switching, or adulterating a sample, or refusing to sign a statement agreeing to abide by the School's Substance Abuse and Drug Testing Policy, may result in refusal to hire or in termination of employment. Failure to report for any scheduled drug or alcohol test without a valid reason will be considered serious misconduct and may result in refusal to hire or in termination of employment. Compliance with this Policy may be a condition of initial and continued employment.

Disciplinary Action

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

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

Violation of this policy, or a confirmed positive drug test result obtained through procedures in conformity with applicable laws governing employee drug testing, may also result in forfeiture of eligibility for all workers' compensation and/or unemployment compensation benefits.

Off-the-Job Conduct

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

Confidentiality of Drug Use Disclosures and Drug Testing Results

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

All information, interviews, reports, statements, memoranda, or test results received by the School through its drug testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in an administrative or disciplinary proceeding or hearing, or civil litigation where drug use by the tested individual is relevant.

Any employee whose drug test result is confirmed positive, upon his written request, shall have the right of access within seven working days to records relating to his drug tests and any records relating to the results of any relevant certification, review, or suspension/revocation-ofcertification proceedings.

Drug-Free Awareness Program

The School has established a Drug-Free Awareness Program. Employees with questions about the policy are encouraged to contact the Principal.

Tobacco-Free Policy

The School prohibits the use of tobacco products anywhere, anytime, on or in school property.

Confidential Information

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, student information, all student lists, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law.

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

During your employment with the School, you will not be permitted nor required to breach any obligation to keep in confidence proprietary information, knowledge, or data acquired during

your former employment. You must not disclose to the School any confidential or proprietary information or material belonging to former employers or others.

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

Social Media Policy

Social media can be a valuable and powerful means of communication. The School recognizes the importance of the Internet in shaping public thinking about the School and our current and potential services, employees, partners, volunteers, and students. The School is also committed

to supporting your right to interact knowledgeably, responsibly, and socially in the blogosphere and on the Internet through blogging and participation in social media sites.

Scope

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

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

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

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

Standards of Conduct

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

• Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.

- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.
- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Do not post confidential information (as defined in this Handbook) about the School, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student.
- You may not engage in social media activities during working hours. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the School's background check procedures. Do not "research" job candidates on the Internet or social media websites without prior approval from Human Resources.
- Be knowledgeable about and comply with the School's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from Human Resources.
- Always be fair and courteous to fellow employees, customers, suppliers, or other people who work on behalf of the School. Avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating towards employees, customers, suppliers, or other people who work on behalf of the School, or that might constitute unlawful harassment or bullying.
- Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Never post any information or rumors that you know to be false about the School, fellow employees, customers, suppliers, people working on behalf of the School, or competitors.
- Express only your personal opinions. Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking behalf of the School and that your views do not represent those of the School, fellow employees, customers, suppliers, or other people working on behalf of the School. It is best to use a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the School."
- Never be false or misleading with respect your professional credentials.

Nothing in this policy is intended to prohibit you from discussing the terms and conditions of employment with your co-workers or engaging in concerted activities pursuant to the National Labor Relations Act and other applicable laws.

Access

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

As a result, the School may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. The School may monitor such activities randomly, periodically, and/or in situations when there is reason to

believe that someone associated with the School has engaged in a violation of this, or any other, School policy. As a result, employees do not have a reasonable expectation of privacy in their use of or access to the School's various electronic communications systems.

Discipline

Any violation of this Social Media Policy may result in disciplinary action, up to and including immediate termination.

Retaliation Is Prohibited

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

Questions

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

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

Electronic Communications Between Employees and Students

All communications between employees and students must be appropriate and in accordance with state law. All electronic or any other communications by employees to students at any time shall be expected to be professional, acceptable in content to any reasonable person, and limited to information that is school-related or is acceptable to both student and parent.

All electronic communication, including electronic mail, by an employee to a student enrolled at the School relative to the educational services provided to the student shall use a means provided

by or otherwise made available by the School for this purpose. The School shall prohibit the use of any such means to electronically communicate with a student for a purpose not related to such educational services, except communication with an immediate family member if such communication is specifically authorized by the School.

Any electronic communication made by an employee at the School to a student enrolled at the School or that is received by an employee of the School from a student enrolled at the School using a means other than one provided by or made available by the School shall be reported by the employee to the *Principal*. Records of any such reported communication shall be maintained by the School for a period of at least one (1) year.

Definitions

- 1. *Computers* pertains to any and all computers.
- 2. *Electronic Communication* includes any direct communication facilitated by voice or textbased telecommunication devices, or both, computers, as well as those devices that facilitate indirect communication using an intermediate method, including but not limited to Internet- based social networks. It shall also include transfer of signs, signals, writing images, sounds, data, or intelligence of any nature in whole or in part by wire, radio, electromagnetic, photoelectric, or photo- optical system and pertains to both personal and School issued devices.
- 3. *Electronic Mail* the transmission of text-based information or communication by use of the Internet, computers, a facsimile machine, a pager, a cellular telephone, a video recorder, or any other electronic device or means sent to a person identified by a unique address or address number and received by that person.
- 4. *Improper or Inappropriate Communications* any communication between employee and student, regardless of who initiates the communication, which may be viewed as derogatory, sexual or lewd in content, threatening or harassing, discriminatory, simple fraternization, or suggestive in nature.
- 5. *Social Networks* locations on the Internet where users may interact with other users examples are Facebook, <u>Instagram, Snapchat, Tik Tok,</u> YouTube, LinkedIn and other social networks sites available on the internet.

Notification

At the beginning of each school year each employee, student, and parent, or other person responsible for a student's attendance, shall be notified of the provisions of this policy and any related procedures or practices regarding communications between employees and students.

The parent or other person responsible for a student's attendance shall also be notified of his/her right to request that his/her child not be contacted through electronic communication by any School employee unless the purpose of such communication is directly related to the child's educational services and is sent to and received by more than one student at the School.

Inappropriate Communications

The School is aware that the reputations and careers of students and educators have been damaged due to inappropriate communications between parties. Therefore, it is the intent of the School to make all employees and students aware of the expectations and procedures the School in regard to proper use of all telecommunication devices and computers if used to communicate with one another. The policy is not intended to limit the use of technology as an effective teaching tool.

In addition to reporting communication to or from students not made through the means provided by the School, employees must report to the *Principal* at the first opportunity available, *any* student- initiated communication that may be construed as inappropriate.

Employees shall be required to comply with all policies, procedures, and practices established by the School regarding direct communications with a student, and any failure to do so may result in disciplinary action, up to and including termination of employment. Extreme circumstances may constitute willful neglect of duty. Should an employee's failure to comply also violate state or federal law, *the Principal or his/her designee* shall report such violation to the proper authorities.

Violations

- 1. Any violation of this policy shall be immediately investigated *by the Principal*. The investigation shall include dates, the name of the person reporting the allegation, and the specific allegation made.
- 2. *The Principal* shall meet with the employee to document his/her response to the allegation. The employee shall be required to cooperate fully with the investigation.
- 3. All information of the investigation shall be provided to Human Resources by the Principal or his/her designee.

Violations of this policy or any implementing regulations or procedures may result in discipline of the employee up to and including termination of employment.

Health and Safety Requirements for Employment

Criminal Background Check

It is the policy of the School and state law to require fingerprinting and background checks for its employees consistent with legal requirements. (La. R.S. 17:15 "Criminal History Review" and La. R.S. 15:587.1 "The Louisiana Child Protection Act".)

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

that may come in contact with these employees. If a School requires an entity to comply with the fingerprinting requirements, the entity is required to comply with this section.

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

V. EMPLOYER PROPERTY

The School's Work Area Property

All School property--including desks, storage areas, work areas, file cabinets, credenzas, computer systems, office telephones, cellular telephones, modems, facsimile machines, duplicating machines, and vehicles--must be used properly and maintained in good working order. They must be kept clean and are to be used only for work-related purposes.

The School reserves the right to inspect desks/workstations, as well as any contents, effects or articles that are in desks. Such inspection can occur at any time, with or without advance notice or consent.

Terminated employees should remove any personal items at the time they leave the School. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

Computer Usage and Privacy

Every user who is provided access to the School's Communications Systems is responsible for using the Communications Systems in accordance with this policy. Any questions about this policy should be addressed to the Principal of the School.

Definitions

The School's electronic communications systems ("Communications Systems") includes, but is not limited to, computers, laptops, e-mail, telephones, cellular phones, PDAs, text messaging, instant messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks.

Ownership and Conditions of Use

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

Electronic communications are a means of business communication. The School requires all users to conduct themselves in a professional manner. Users should conduct all electronic communications with the same care, judgment, and responsibility that they would use when

sending letters or memoranda written on School letterhead. Special care must be taken when posting any information on the Internet because of the potentially broad distribution of and access to such information.

To protect the integrity of the School's Communications Systems and the users thereof against unauthorized or improper use of these systems, the School reserves the right, without notice, to limit or restrict any individual's use, and to inspect, copy, remove, or delete any unauthorized use of its Communications Systems upon authorization of the Principal or his or her delegate.

The School also reserves the right periodically to monitor the use of its Communications Systems and to access users' voice mail, Internet access, and e-mail for that purpose or any other business- related purpose upon authorization of the Principal or his or her delegate.

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

Users are required to comply with the School's Computer Usage and Privacy Policy and agree to be bound by this policy by using the School's Communications Systems.

Confidentiality and Privileges

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

Prohibited Use

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

- Users of the Communications Systems are strictly prohibited from using the Communications Systems to deliver a message that is harassing or offensive on the basis of race, religious creed (which includes religious dress and grooming practices), color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related conditions), gender, gender identity, gender expression, age, sexual orientation, veteran status, or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations. The School has policies against discrimination, harassment, and retaliation, and those policies apply to the use of the Communications Systems.
- Users are prohibited from using the Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of information of others.

- Users are prohibited from using the Communications Systems to transmit, display, store, publish, or purposely receive any pornographic, obscene, or sexually explicit material.
- Users are prohibited from using the Communications Systems for visiting, or transmitting or receiving data to or from, social networking websites, including, but not limited to, Facebook, Instagram, Twitter, Pinterest, LinkedIn, and YouTube.
- Users must respect all copyrights and licenses to software and other online information, and may not upload, download, or copy software or other material through the Communications Systems without the prior written authorization of the Principal of the School.
- Users must not alter, copy, transmit, or remove School information, proprietary software, or other files without proper authorization from the School.
- Users are prohibited from reading, copying, recording, or listening to messages and information delivered to another person's e-mail and voice mail mailboxes without proper authorization, based on legitimate business reasons, from the Principal or his or her delegate. Anyone who receives an electronic communication for which he or she is not the intended recipient must immediately inform the sender that the message was sent improperly and must delete the message from their e-mail and voice mail mailboxes.

Access and Disclosure

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

The School, as owner of the Communications Systems, to protect the integrity of its systems from unauthorized or improper use, reserves the right for legitimate business reasons, upon authorization of the Principal or his or her delegate, to monitor, access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent over its Communications Systems without the permission of or prior notice to any user.

Although the School entrusts you with the use of voice mail, e-mail, computer files, software, or similar School property, you should keep in mind that these items have been installed and maintained at great expense to the School and are only intended for business purposes. At all times, they remain School property. Likewise, all records, files, software, and electronic communications contained in these systems also are School property. You are advised that electronic files, records, and communications on School computer systems, electronic communication systems, or through the use of School telecommunications equipment are not private. Although they are a confidential part of School property, you should not use this equipment or these systems for confidential messages. The use of passwords to limit access to these systems is only intended to prevent unauthorized access to voice mail, e-mail, and computer

systems, files, and records. Additionally, these systems are subject to inspection, search, and/or monitoring by School personnel for any number of business reasons. As a result, employees do not have an expectation of privacy in this regard. Accordingly, these systems and equipment should not be used to transmit personal messages, except in necessary situations or when exceptions are specifically sanctioned by management. Voice mail messages and e-mail messages should be routinely deleted when no longer needed. The School is not responsible for costs incurred when employees use School telephones or e-mail systems for personal matters.

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

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

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

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

Discipline for Violations of Policy

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

Policy May Be Amended at Any Time

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

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.

All calls from newspapers, magazines, or radio and television reporters should be immediately referred to the Principal and Superintendent.

VI. Privacy

Confidentiality

All Confidential Information to which Employee has knowledge or access shall be the exclusive property of Employer both during and after Employee's employment. Employee shall hold such information in strictest confidence and shall not use or disclose Confidential Information to any person or entity without the prior written consent of the President of the Board of Employer, except to extent such use or disclosure is made by reason of Employees' job responsibilities.

- a. Employee shall not take any Confidential Information that is written form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of Employee's employment with Employer without the prior written consent of the President of the Board of Employer. Upon termination of Employees' employment with Employer, Employee shall deliver promptly and return to Employer all such materials, along with all other property of Employer, in the Employee's possession, custody or control.
- b. For the purposed of this Section 9 "Confidential Information", shall mean all information, data or knowledge regarding Employer, its operations, students, employees, contractors, or vendors not known generally to the public, including, but not limited to research and development, trade secrets, existing or proposed programs, purchases, sales, members, member lists, financial and marketing data, business plans, student information employee information or benefits information.

Non-Solicitation

In consideration of employment and continued employment, and other promises contained herein, Employee agrees that, for a period of ONE year from the date his/her employment is separated, he/she will not directly or indirectly solicit or induce other employees of Employer to terminate their employment with Employer. Employee acknowledges and agrees that compliance with this provision is necessary to protect the business and good will of Employer and that a violation of this provision will cause irreparable injury to Employer. Therefore, Employee agrees that in the event of Employee's actual or threatened reach of this provision, Employer shall be entitled to obtain an injunction enjoining Employee from committing such actual or threatened breach without having to prove that it suffered irreparable injury and without posting any bond or other security. Employer shall also be permitted to pursue any other available remedies for such breach or threatened breach, including the recovery of damages from Employee, and Employee shall reimburse Employer for all reasonable costs associated with the enforcement of this provision, including court costs and reasonable attorneys' fees.

VII. ENDING EMPLOYMENT

Dismissal, Discipline, and Termination of Employment

The School reserves the right to terminate any employee at any time, with or without cause or notice. Prohibited conduct, which may result in disciplinary action (up to and including termination), includes, but is not limited to, the following:

- Breaching confidentiality.
- Fighting, roughhousing, or using abusive language or conduct that is hostile or disrespectful to a student, co-worker, supervisor, board member, volunteer, or any other persons associated or served by the school, including parents.
- Falsifying or altering school records.
- Engaging in unlawful harassment, discrimination, or retaliation.
- Violating any wage and hour policies or laws, including, but not limited to, working off the clock, working overtime without authorization, refusing to work assigned overtime, working off the clock, or failing to report all hours worked.
- Unauthorized use of school property.
- Unsatisfactory performance.
- Being unfit for service, including lacking the inability to appropriately instructor associate with students.
- Insubordination.
- Falsifying or concealing information on employment records, employment information, an employment application, time record, or other School record.
- Willfully or maliciously making false statements regarding any co-worker or the School, making threats or using abusive language toward fellow employees, supervisors, students, parents, or visitors, or otherwise violating the School's Policy Concerning Violence on School Property;
- Theft or the deliberate or careless damage or destruction of School property, or the property of School employees, students, or anyone on School property.
- Possessing weapons on School property at any time or while acting on behalf of the School.
- Refusal to comply with any federal or state regulation or law, or refusal to comply with any School policy or procedure.
- Possession of or being under the influence of illegal drugs or alcohol while performing any professional duties or when publicly representing the School, such as at a professional conference, or otherwise violating the School's Drug- Free Workplace Policy;

- Poor job performance.
- Gross negligence leading to the endangerment or harm of a child or children.
- Excessive absenteeism.
- Violating any safety, health, security, or school policy, rule, or procedure.

This statement of prohibited conduct does not alter the School's policy of at-will employment. The School and you retain the right to terminate the employment relationship at any time, with or without reason or advance notice.

In the event an employee finds it necessary to resign during the school year, the employee shall give written notice to the school administrators as soon as possible and at least 15 calendar days before the effective date of resignation.

Separation/Termination Procedures

All separations are to be documented in summary form and copy put in the employee file. When there is a separation of employment, all wages due the employee will be paid within 15-days or the next pay day whatever comes first.

The School asks that all management/supervisory personnel and outgoing employees participate in an anonymous exit interview conducted by Human Resources. The exit interview allows the School to better understand the reasons for separation, feedback as to the employment experience, working conditions, staff relations, compensation, and any other issues. In the event that the separation is the result of disciplinary action undertaken by the School against the employee, the disciplinary documentation will take the place of the exit interview.

As part of the exit interview process, it is expected that the employee shall first return to the School and not take or copy (in any form or manner), or destroy any confidential or proprietary materials and information of the School, and prior to any payment by the School, employee shall return to the School all of the School's property including but not limited to, all keys, building and parking access cards, credit cards, computers, cell phones, personal electronic organizers, software, hardware or documents, records or reports (whether in electronic or hard copy form) and any and all other School materials or property. The process will be accomplished by completing a separation clearance form. All equipment must be returned to the School by the last day of employment.

REDESIGN SCHOOLS LOUISIANA'S EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

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

I have received a copy of Redesign Schools Louisiana's Employee Handbook. I have carefully read and understand its contents and agree to follow the policies stated therein. I agree that the School and I both have the right to terminate my employment at any time, with or without notice, for any reason or no reason. I further understand that transfers, demotions, suspensions, employee discipline, and changes in the terms and conditions of employment may be affected or administered at the sole and absolute discretion of the School. I understand I am an at-will employee. I understand these conditions of my employment may not be modified orally and may only be modified in a writing signed by the Principal and me with the approval of the Board.

I understand nothing in the Handbook is intended to be, and nothing in it should be construed to be, a limitation of my right and the School's right to terminate the employment relationship at any time, with or without notice, for any reason or no reason, or the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand nothing in the Handbook is intended to, and nothing in the Handbook should be construed to, create an implied or express contract of employment contrary to this express at-will agreement or the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand the School should be construed to depart from and modify the policies stated in the Handbook at its discretion except regarding my at-will status and except regarding the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment. The foregoing constitutes the entire terms of the agreement between the School and me regarding the duration of my employment and the School's right to transfer, demote, suspend, administer discipline, and conditions of employment.

Employee Name (printed)

Employee Signature

Date _____