



## *The Learning Academy of Santa Rosa*

5880 N. Stewart Street  
Milton, FL 32570  
Office: 850-983-3495  
Fax: 850-983-8098

From the Board of Directors:

Welcome! You are employed by a Florida charter school. The Learning Academy of Santa Rosa, Inc. (the “School”) hires only highly qualified individuals who are committed to students and to the school’s mission, so congratulations!

Charter schools are public schools organized as not-for-profit organizations and chartered by the local school district. Charter schools operate under Florida law and are governed by the individual school’s Board of Directors. The charter agreement between the local school district and the not-for-profit charter school defines the target population, programs, services, expectations for student progress and operating criteria for each charter school.

Your charter school’s Board of Directors contracts with The Rader Group (the “Management Company”) to provide financial and human resource management services for your school. To contact The Rader Group, please call 850-650-3984 or email Human Resources at [employment@rader-inc.com](mailto:employment@rader-inc.com).

We are committed to TEAMWORK. This includes, but is not limited to, these attributes:

*Honesty and Integrity:* We will be open, frank, and honest with each other.

*Mutual Support:* We will all work together in a mutually supportive way.

*Responsibility and Accountability:* We will take responsibility for our team's performance and expect to be held accountable for it.

*Initiative:* We will take initiative to find ways for continually improving performance and quality.

*Attendance and Punctuality:* We will arrive at work on time all the time and attend everyday unless there is an emergency.

*Perseverance:* We will stick together as a team and work through any difficulties that might keep us from getting the job done effectively and in a timely manner.

On behalf of the School, we look forward to working together to assure all students perform at their highest level and employees receive the highest level of job satisfaction.

Sincerely,

Board of Directors  
The Learning Academy of Santa Rosa

## Purpose and Use of This Handbook

Your School believes it is important to keep you fully informed about its policies, procedures, practices and benefits, what you can expect from your school and obligations you assume as an employee. These policies are designed to provide clear and equal treatment of employees. We urge you to become familiar with the information in this Handbook. If you have any questions on any matter pertaining to employment, contact the Human Resources department.

This Handbook is intended to provide employees with basic information about your School and some of its policies, practices, procedures and benefits. In the case of insurance and similar benefits, current plan documents will prevail. All employment at your School is “at-will” and nothing contained in this Handbook is intended to create, or shall be construed as creating, an express or implied contract or guarantee of employment for any period of time. Both employees and the School have the right to terminate employment at any time, with or without advance notice, for any reason. No School policy, written or verbal agreement should be considered as an express or implied guarantee of permanent employment.

This Handbook does not attempt to predict every circumstance that may arise during your employment with your School. In an effort to keep this Handbook concise, policies may be summarized and may not contain all details. If a conflict or omission should arise, the Human Resources department will interpret policies and procedures. The policies, practices, procedures and benefits described replace all earlier written and unwritten versions. Finally, your School maintains the responsibility and the right to unilaterally modify, revoke, suspend, terminate or change any or all plans, work rules, policies and procedures at any time and with or without notice.

## TABLE OF CONTENTS

EXPECTATIONS.....	1
At-Will Employment Relationship .....	1
What You Can Expect From Your School .....	1
REPORTING SUSPECTED CHILD ABUSE AND/OR NEGLECT.....	1
PROFESSIONAL OBLIGATIONS .....	2
PROFESSIONAL ETHICS AND PRINCIPLES OF PROFESSIONAL CONDUCT .....	4
REPORT MISCONDUCT BY INSTRUCTIONAL & ADMINISTRATIVE PERSONNEL.....	6
OPERATING POLICIES AND PROCEDURES.....	7
Reporting to Work .....	7
Solicitation .....	7
Distribution .....	7
Indebtedness against the School .....	8
Dress Code for Staff and Volunteers .....	8
Confidentiality of Information.....	8
Positive Customer Relations.....	9
Avoid Outside Employment Conflicts with Employment at This School.....	9
Hiring Prohibitions.....	10
EQUAL EMPLOYMENT OPPORTUNITY .....	10
AMERICANS WITH DISABILITIES ACT (ADA).....	11
POLICY PROHIBITING DISCRIMINATION & HARASSMENT .....	11
DRUG FREE WORKPLACE.....	14
TECHNOLOGY POLICY .....	18
Employee’s Use of Social Media.....	20
Use of School Provided Cell Phones .....	22
Cell Phone Use/Texting While Driving.....	22
E-Mail Use .....	23
DISCIPLINARY ACTION POLICY .....	23
EMPLOYMENT.....	24
Employment Categories.....	24
Work Schedule.....	24
Job Type.....	25
Employee Classification Categories .....	26

Access to Personnel Record.....	28
Changes in Personnel Information.....	28
PROFESSIONAL CREDENTIALS AND REQUIRED TRAINING.....	29
Florida Educator’s Certification Required for all Teachers.....	29
New Teacher Induction Program.....	29
Out-of-Field Assignments.....	29
Training.....	29
School Bus Drivers.....	29
Food Service Workers.....	30
PERFORMANCE APPRAISAL AND EVALUATION.....	30
Non-Teaching Support Personnel Performance Appraisal Reviews.....	30
Teacher Performance Appraisal Reviews.....	30
Formal Observations of Classroom Teaching.....	30
Timelines for Classroom Observations.....	31
COMPENSATION.....	31
Salary Schedule.....	31
Payroll Information.....	32
Pay Cycles.....	32
Mandatory Deductions from Paycheck.....	32
Error in Pay.....	32
Improper Deductions.....	33
Wage Garnishments.....	33
Overtime Pay.....	33
Non-Exempt Employee Compensation.....	34
Travel Expense Policy.....	34
BENEFITS.....	35
Medical/Dental/Vision Insurance.....	35
Benefit Continuation (COBRA).....	35
Retirement Plans.....	36
Workers' Compensation.....	36
Paid Holidays.....	36
Lactation Breaks Policy.....	37
LEAVE.....	37
Personal Leave.....	37

Twelve-Month Personnel Vacation Leave.....	38
Leave Transfer .....	38
Jury Duty.....	39
Family Medical Leave Of Absence Policy .....	39
Military Leave.....	46
No Other Employment During Leave.....	46
Insurance Premiums While on Leave Of Absence .....	47
HEALTH & SAFETY STANDARDS .....	47
Safety and Organization.....	47
OSHA Standards for Blood Borne Pathogens .....	47
Emergency Closing of School .....	49
Volunteer and Visitor Sign-In/Out.....	49
TERMINATION & RESIGNATION.....	49

## **EXPECTATIONS**

### **At-Will Employment Relationship**

All employees of the School are employed at-will. This means that the employment relationship between the School and any employee can be terminated at any time for any reason. Neither the School nor any employee must show any cause to terminate the employment relationship. Moreover, no entity other than the Board of Directors may enter into any contracts regarding any terms or conditions of any person's employment with the School.

### **What You Can Expect from Your School**

The Board of Directors expects all employees to demonstrate a harmonious working relationship with others. In pursuit of this goal, this school has created the following employee relations objectives:

- Provide an exciting, challenging, and rewarding workplace and experience.
- Select people on the basis of skill, training, ability, attitude, and character without regard to race, color, age, sex, religion, creed, disability, handicap, marital status, national origin, pregnancy or any other legally protected category.
- Compensate all employees in a lawful manner.
- Review wages, employee benefits and working conditions with the objective of being competitive in these areas consistent with sound business practices.
- Provide eligible employees with options for health and life insurance.
- Respect individual rights and treat all employees with courtesy and respect.
- Provide facilities that are in line with an atmosphere consistent with the school's vision, mission and goals.

### **REPORTING SUSPECTED CHILD ABUSE AND/OR NEGLECT**

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. By accepting employment with your School, you have a responsibility to this school and to your fellow employees to adhere to certain rules of behavior and conduct. Specific information is listed in "Professional Obligations" section.

Employees who report concerns of suspected abuse, abandonment, or neglect are expected to cooperate in any investigation by child protective services. In addition, under the provisions of Florida Stat. § 39.203, employees who, in good faith, report suspected child abuse, neglect, or abandonment are immune from civil or criminal liability for reporting such information and participating in any investigation. Other than the report itself and the communication of

appropriate information to the proper authorities. The information about the suspected child abuse, abandonment, or neglect should remain confidential for the protection of the child.

You should also understand that the failure to promptly report suspected abuse, abandonment, or neglect can result in criminal charges for a first-degree misdemeanor. In addition, an educator's teaching certificate may be suspended from any person who knowingly failed to report child abuse, abandonment or neglect. Finally, employees are reminded of their obligations to report employee misconduct that affects the health, safety, or welfare of children, in accordance with our Employee Code of Conduct and Guidelines. Failure to do so will result in disciplinary action and could result in the suspension of an educator's teaching certificate.

You will not be retaliated against or disciplined in any way for making a good faith report of abuse, neglect or abandonment. If you believe that any employee has retaliated against you for such good faith report, you must immediately report that concern to Human Resources.

Please see Appendix A for School's Abuse Policy. Employee's must review and agree to follow all provisions.

## **PROFESSIONAL OBLIGATIONS**

### **Use Common Sense and Professional Judgment for Interaction with Students:**

- Maintain a professional barrier between you and the students. You are the adult/professional, be sure to conduct yourself as such.
- **Refrain from using any form of social interaction** with students except as appropriate professionally during the course of the school day and scope of assignments. This includes social networking via an electronic device (i.e. Facebook, Twitter, texting, email, etc.), person-to-person, or through an intermediary. See the Social Media Policy for more information.
- Keep the door open when talking with students. Avoid private conversations.
- Refer students to the appropriate resource person for counseling and/or discussions about personal matters.
- **Do not** flirt with students.
- **Do not** discuss your personal life or personal matters with students.
- **Do not** transport students in your personal vehicle unless pre-approved by the School director. Advance written parental permission must be obtained. If necessary to transport a student in your personal vehicle, always have a co-worker accompany you.
- Never leave your students unsupervised; have an alternate plan of action.
- Keep your hands and other parts of your body to yourself. Use verbal praise and reinforcement.



- Know the policies and procedures of the school and your professional responsibilities.
- Establish and maintain a consistent behavior plan. Treat each student and adult with respect.
- If you chaperone a field trip, **do not** socialize with students. **Do not** drink alcoholic beverages or smoke (this includes e-cigarettes) during school-sponsored events and/or in front of students.
- **Do not** take students to your home.
- **Do not** telephone or write personal notes to students, including by electronic means, unless you send a copy to the parents and the director.

**Use Common Sense and Professional Judgment in Record Keeping and Accounting Procedures:**

- Know and abide by the laws, policies, procedures and school rules. If you have questions regarding these procedures, please direct them to the Management Company. When in doubt, ask your Director.
- Know and abide by laws and policies regarding collecting money, purchasing materials and equipment. Work in pairs when collecting large amounts of money. Document according to policy.
- Know the specific policy/procedure regarding the grading system. Give a written explanation of it to students and parents at the beginning of the year and subsequent reporting periods.

**Use Common Sense and Professional Judgment for Your Reputation in the Community:**

- Keep your co-workers and supervisors informed; work and communicate as a team; plan and teach together.
- Communicate with parents and document your communication. Remember that anything worth telling is worth writing!
- Dress and act appropriately and professionally. You are a role model in the community as well as in the school. Be a good example for students.
- Use common sense and good judgment. Ask yourself how someone else could perceive your comments or actions. Ask yourself if your comments or actions could be taken out of context and/or misinterpreted.
- Avoid putting yourself in a position where your actions, or lack of action, must be defended, explained, or justified. Avoid putting yourself in a position where it's your word against another person's word.

- Maintain a professional reputation in the community.

## **PROFESSIONAL ETHICS AND PRINCIPLES OF PROFESSIONAL CONDUCT**

Instructional and Administrative personnel in Florida are bound by Professional Ethics and Principles of Professional Conduct. These are printed below.

### **Professional Ethics for Educators**

The educator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach the guarantee of equal opportunity for all.

The educator's primary professional concern will always be for the student and for the development of the student's potential. The educator will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.

Aware of the importance of maintaining the respect and confidence of one's colleagues, of students or parents, and of other members of the community, the educator strives to achieve and sustain the highest degree of ethical conduct.

### **Principles of Professional Conduct**

Obligation to the *Student* requires that the individual:

- a. Shall make reasonable effort to protect the student from conditions harmful to learning or to health or safety.
- b. Shall not unreasonably restrain a student from independent action in pursuit of learning.
- c. Shall not unreasonably deny a student access to diverse points of view.
- d. Shall not intentionally suppress or distort subject matter relevant to a student's academic program.
- e. Shall not intentionally expose a student to unnecessary embarrassment or disparagement.
- f. Shall not intentionally violate or deny a student's legal rights.
- g. Shall not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable effort to assure that each student is protected from harassment or discrimination.
- h. Shall not exploit a relationship with a student for personal gain or advantage.
- i. Shall keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

Obligation to the *Public* requires that the individual:

- a. Shall take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.
- b. Shall not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.
- c. Shall not use institutional privileges for personal gain or advantage.
- d. Shall not accept any gratuity, gift, or favor that might influence professional judgment.
- e. Shall not offer any gratuity, gift, or favor to obtain special advantages.

Obligation to the *Profession of Education* requires that the individual:

- a. Shall maintain honesty in all professional dealings.
- b. Shall not, on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background, deny a colleague professional benefits, advantages or participation in any professional organization.
- c. Shall not interfere with a colleague's exercise of political or civil rights and responsibilities.
- d. Shall not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment, and further shall make reasonable effort to assure that each individual is protected from such harassment or discrimination.
- e. Shall not make malicious or intentionally false statements about a colleague.
- f. Shall not use coercive means or promise special treatment to influence professional judgments of colleagues.
- g. Shall not misrepresent one's own professional qualifications.
- h. Shall not submit fraudulent information on any document in connection with professional activities.
- i. Shall not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.
- j. Shall not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
- k. Shall provide upon the request of the certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes of employment, or termination of employment.
- l. Shall not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these Principles of Professional Conduct for the Education Profession and other applicable Florida Statutes and State Board of Education Rules.
- m. Shall self-report within forty-eight (48) hours to appropriate authorities (as determined by school policies) any arrests/charges involving the abuse of a child or the sale and or possession of a controlled substance. Such notice shall not be

considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed or expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of Sections 943.0585 (4)(c) and 943.059 (4)(c), Florida Statutes.

- n. Shall report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education Rules as defined in Section 1012.795 (1), Florida Statutes.
- o. Shall seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or Education Rules as defined in Section 1012.795(1), Florida Statutes.
- p. Shall comply with the conditions of an order of the Educational Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice.
- q. Shall, as the supervising administrator, cooperate with the Educational Practices Commission in monitoring the probation of a subordinate.

**Violation of professional ethics or principles shall subject the individual to revocation or suspension of the individual educator’s certificate, or the other penalties as provided by law.**

#### **REPORT MISCONDUCT BY INSTRUCTIONAL & ADMINISTRATIVE PERSONNEL**

Florida Statutes defines the duty of each instructional and administrative personnel to report alleged misconduct by instructional or administrative personnel which affects the health, safety or welfare of a student. Incidences of alleged misconduct by instructional and administrative personnel at your School should be reported directly to the Human Resources Director for further action.

When a complaint comes to the attention of the proper authorities, it shall be reported to the sponsoring district and when warranted to the Office of Professional Practices Services, using state-recommended reporting formats and “Guidelines for Investigations.”

When an allegation of misconduct by instructional personnel or school administrators that affects the health, safety, or welfare of a student occurs, School, District School Superintendent or the Commissioner of Education must suspend immediately the educator with pay and reassigned the suspended personnel or administrator to a position that does not require direct contact with students. The suspension shall continue until the completion of the proceedings and the determination of sanctions, if any, pursuant to 1012.795, F.S.

**Failure of administrators and instructional personnel to report suspected/alleged misconduct by school administrators or instructional personnel may result in imprisonment, fines, and loss of professional licenses.**

## **Duty of Employees to Report Criminal Charges, Arrests, Incarcerations and Convictions**

Conduct of an employee resulting in criminal charges, arrests, incarcerations and/or convictions may be a violation of School Policies and may result in disciplinary action including, but not limited to, unpaid suspension and/or termination.

If you are charged, arrested, incarcerated, or convicted of any criminal offense (misdemeanor or felony) while you are an employee of the School, this must be reported to the School Director if you are a school employee, or your immediate supervisor if you are employed at a location other than a school. This report must be submitted in writing, on the next school day/business day, or within 48 hours if the criminal charges, arrest, incarceration or conviction occurs on a weekend or holiday. Failure to report a criminal charge, arrest, incarceration, or conviction per this policy is a violation of this policy, and may result in disciplinary action including, but not limited to, unpaid suspension and/or termination.

## **OPERATING POLICIES AND PROCEDURES**

### **Reporting to Work**

All employees are expected to report to work on or before the time designated by the school director and be prepared to perform their assigned duties as soon as students arrive. Repeated tardiness is subject to disciplinary action up to and including termination.

### **Solicitation**

Employees cannot sell or endorse products to be purchased by parents, students or another school. No employee shall solicit students, or parents or guardians of students, in the interest of any group organization or association whatsoever. No insurance company, agent, or any other vendor shall be allowed to enter a school for the purpose of solicitation of funds or clients, other than the agents so authorized by the management office. Employees may not engage in any solicitation for any cause other than officially sanctioned causes (clothing or supply drives for the school and administered by the school) during working time. Working time is defined as time employees are expected to be engaged with or available to students and does not include time before or after school (including school sanctioned clubs, sports and other activities such as tutoring and extra help) or during approved and recognized break times. Non-employees are not permitted to solicit employees in work areas or when employees are on work time for any purpose. Work areas are defined as all areas of the school where teachers and administrators interact with students or other employees for purposes of educating students or furthering school activities.

### **Distribution**

Employees may not distribute literature regarding any group, organization or cause to other employees during working time of either employee or in work areas. Working time is defined as time employees are expected to be available to or engaged with students, parents or other employees. Work areas are areas where teaching, learning, collaborating or office work is performed. Work areas do not include employee lounges or the parking lot. Non-employees, including parents, students or outside organizations may not distribute literature on school property for any purpose. School related announcements and postings must be coordinated through the school administration.

### **Indebtedness against the School**

Any employee may be personally liable for creating any bill or indebtedness against the school unless authority exists under duly adopted policy of the Board of Directors or is authorized by the Director, or approved by the Management Company.

### **Dress Code for Staff and Volunteers**

It is the role of professional educators and other school staff and volunteers to teach students what they need to know in order to succeed in society. Such instruction includes demonstrating how to dress appropriately. To demonstrate proper dress, School employees shall:

- Maintain a professional appearance and attitude at all times.
- Wear appropriate traditional business attire; however, jackets and ties are not required of non-administrative staff. Comfortable alternatives such as collared shirts and neat, pressed casual slacks or skirts are permitted.
- Wear clothes and accessories (including jewelry) that do not distract from a professional environment. For example, jeans, tee shirts, sweatshirts, athletic footwear (except as expressly approved in writing by the director) are not appropriate.

The director will provide direction for proper and acceptable school attire for all employees and volunteers. All staff, volunteers and visitors must wear identification badges at all times during school hours or attending school sponsored events/functions.

### **Confidentiality of Information**

It is the policy of the School to ensure that the operations, activities, and business affairs of the School and its students are kept confidential to the greatest possible extent. If, during their employment, employees acquire confidential or proprietary information about the School or its students, such information is to be handled in strict confidence and is not to be discussed with outsiders. Employees are also responsible for the internal security of such information.

For purposes of this policy, “Confidential and Proprietary Information” means any and all data and information relating to the School’s business, whether written or otherwise, of which the employee becomes aware as a consequence of, during, or through the employee’s association with the School, including, without limitation: research, strategic plans, operating plans and methodologies, specialized teaching methods, Executive Information System (EIS) database,

operations manual, academic records, student records and transcripts, marketing strategies, financial information, results of tests or other trade secrets, as well as any or all information which is disclosed to the employee or in any way acquired by the employee relating to the School or its employees, clients, customers, students, prospective students, customers or clients, or vendors.

Employees will be asked to sign a Confidentiality Agreement at the time of hire and periodically throughout their term of employment to acknowledge their awareness of, and reaffirm their commitment to, this policy.

### **Positive Customer Relations**

The success of this school depends upon the quality of the relationships between the school, our employees, students, parents and the general public. You can help provide a good impression of this school by:

- Acting competently and dealing with students, parents and the public in a courteous, professional and respectful manner.
- Communicating pleasantly and respectfully with other employees at all times.
- Following up on questions promptly, providing businesslike replies to inquiries and requests, and performing all duties in an orderly manner.
- Taking great pride in your work and doing your very best.

### **Avoid Outside Employment Conflicts with Employment at This School**

Employees are expected to devote their full time and attention to their responsibilities as outlined in the offer letter and contract executed between them and the School.

An employee may, however, hold other paid employment outside of the school work day providing such employee has submitted a written request to the Director advising him/her of the outside employment. New employees must disclose in writing any other employment they currently have prior to being hired.

Employees granted permission will still be held accountable for meeting all requirements contained in their employment contracts, offer letters and job descriptions.

Notwithstanding the above, employees may not:

1. Accept other paid employment if the responsibilities of that second job are incompatible with their job requirements or conflict with the School Calendar and schedule.
2. Accept a second paid job with a competitor.

**Follow rules and guidelines of the local public school district's "Student Progression Plan"**

Your charter school Board of Directors approved the use of the local district's document for student progression in the charter school. Teachers should receive a copy of this document and must become familiar with this document in order to appropriately make decisions regarding student academic programming. This includes rules for assigning grades, course and graduation requirements, and progression requirements from grade to grade.

Utilize the local public school's "Code of Conduct" document.

This document is distributed to students and parents and should be the basic foundation for disciplinary procedures.

### **Hiring Prohibitions**

The School will abide by current Florida statute 1002.33 regarding hiring of relatives. The School prohibits the hiring of individuals who are married to each other, or who are in civil union, domestic partnership, or similar union with one another, at the same school, regardless of position or title, without the express written approval of the Board of Directors prior to presenting an offer of employment.

## **EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of the School to provide equal employment opportunities to all qualified employees and applicants for employment without regard to race, color, age, sex, religion, creed, disability, handicap, marital status, national origin, pregnancy or any other legally protected category. The objective of the School is to employ individuals who are qualified by virtue of job-related standards of education, training, experience and personal qualifications. Consequently, all decisions related to recruiting, hiring, placement, promotions, transfer, demotion, or termination shall be made on the basis of each individual's own merit and not in any legally protected category. This policy applies to:

- Hiring, placement, upgrading, transfer, or demotion;
- Recruitment, advertising, or solicitation for employment;
- Rates of pay or other forms of compensation;
- Selection for training;
- Layoff or termination.

This policy is consistent with the requirements and objectives set forth by Title VII of the 1964 Civil Rights Act, the Americans with Disabilities Act, the Florida Civil Rights Act, the Age Discrimination in Employment Act, and other federal and state laws prohibiting employment discrimination, harassment, and retaliation. The School also provides reasonable accommodations to individuals with disabilities and bona fide religious beliefs.

If you believe you have been discriminated against in violation of the School's Equal Employment Opportunity Policy, you should immediately report the situation to the HR Director. If the HR Director is the subject of your complaint, you should contact the Chief Operating Officer.



## AMERICANS WITH DISABILITIES ACT (ADA)

The School is committed to compliance within the ADA. Therefore, in the case of an applicant or employee who has a disability (as defined by the ADA), which prevents him/her from performing one or more of the essential functions of his/her job, the School will attempt, through a flexible, interactive process with the applicant or employee, to identify a “reasonable accommodation” that will enable the applicant or employee to perform such functions.

If any employee has a question about his/her responsibilities under the ADA, reasonable accommodations, the application of this policy, or the ADA, they should contact Human Resources for guidance.

Please note that this policy on the Americans with Disabilities Act is coordinated with the Family and Medical Leave Act (FMLA), and where appropriate, the provisions of the School’s FMLA policy may also apply.

## POLICY PROHIBITING DISCRIMINATION & HARASSMENT

The School is committed to maintaining a work environment that is free from discrimination and in which employees at all levels can devote their full attention and best efforts to the job. Harassment has no place in the work environment. The School does not authorize and will not tolerate any form of harassment based on race, color, age, sex, religion, creed, disability, handicap, marital status, national origin, pregnancy or any other legally protected category.

This policy applies to all employees alike, and even to non-employees who harass our employees.

Examples of “harassment” that are covered by this policy include offensive language, jokes, or other physical, verbal, written, or pictorial conduct relating to the employee’s sex, race, religion, national origin, age, disability, or other factor protected by law that would make a reasonable person experiencing such behavior feel uncomfortable or would interfere with the person’s work performance.

The examples below are just that – examples. It is impossible to list every type of behavior that can be considered harassment in violation of this policy. In general, any conduct based on these traits that could interfere with an individual’s work performance or could create an offensive environment will be considered harassment in violation of this policy. ***This is the case even if the offending employee did not mean to be offensive. It is essential that employees be sensitive to the feelings of others.***

### Sexual Harassment

Sexual harassment (whether opposite-sex or same-sex) is strictly prohibited. Examples of the types of behavior that may be considered sexual harassment in violation of this policy include the following:

- Sexually offensive jokes or comments
- “Sexist” comments or behavior (in other words, conduct that demeans other individuals because of their sex, even if not vulgar, lewd, or sexually provocative)
- Physical assaults or other touching that is sexual in nature
- Promising favorable treatment or threatening unfavorable treatment based on the employee’s response to sexual demands
- Displays of sexually oriented reading materials or pictures, including electronic materials
- Punishing an employee for complaining about sexual harassment, including but not limited to, any of the above

### **Harassment Based on Other Protected Categories**

Harassment based on these other traits deserves special mention and is also strictly prohibited. Examples of the types of behavior that will be considered harassment based on these characteristics include the following:

- Jokes or negative comments about these characteristics
- Displays of reading materials or pictures containing negative material about these characteristics, including electronic materials
- Vandalism or “pranks” based on these characteristics
- Name-calling based on these characteristics
- Punishing an employee for complaining of these types of harassment

### **“Harassing” Use of the School’s Computer System**

Use of the School’s computer system for any harassing purpose (as defined above) will be treated as a violation of *both* this No-Harassment Policy *and* the Communication Policy. Examples of “dual violations” include the following:

- Using e-mail or instant messaging to transmit messages, jokes, or other material that is defined as “harassing” in this Policy (*this includes forwarding or even saving such material that has been sent to you by others*)
- Viewing pornographic or other offensive sites (such as racist websites) on School computers, including School-issued laptop computers and other electronic devices
- Electronic “pranks” – for example, “mail-bombing” or “spamming” – based on the sex, race, national origin, age, disability, or religion of the victim, or in retaliation for a harassment complaint

If you receive an unwanted message on the School computer system, you should delete it immediately. If the problem reoccurs, you should report it to the Site Director.

This policy obviously applies to activities conducted on workplace computers, but it also applies to transmissions from “outside” computers into the School’s computer system, and to transmissions between different “outside” computers if the intended recipient finds the material unwelcome and is an employee, customer, or vendor of the School, or is in some other business relationship with the School.

## **Reporting Harassment**

The School cannot resolve matters that it does not know about. Every employee has a duty to immediately report harassment so that the School can try to resolve the situation. You should report harassment when:

- ❑ You **believe that you have been or are being** harassed
- ❑ You **believe that someone else has been or is being** harassed

This is true whether the alleged harasser is an employee, a supervisor or manager, or even a non-employee, such as a vendor with whom the School does business.

***To report harassment, you must contact your school Director.*** This person has been trained to respond appropriately to reports of harassment. If you do not feel comfortable reporting harassment to your school director, report your situation to the Human Resources Director.

Once your report has been received, the School will:

- ❑ Conduct a prompt and thorough investigation
- ❑ Discuss the results with the complaining employee and, where appropriate, the action to be taken
- ❑ Keep the investigation and results as confidential as possible
- ❑ If the complaint is verified, take appropriate corrective action, up through and including termination

No employee will be punished for bringing a good-faith report of harassment to the School's attention or for participating in an investigation.

## **Our Commitment to an Effective No-Harassment Policy**

Finally, if you feel that the School has not met its obligations under this policy, or if you are not satisfied with the way in which your report of harassment was handled, you should contact the Human Resources Department. An effective No-Harassment policy depends on all of us, working together, to address this very important subject.

## **Retaliation**

Retaliation in any way against anyone who has raised any concern about discrimination and/or harassment is strictly prohibited. The procedures for reporting, investigating and penalty for retaliation are the same as stated above for reporting an alleged incident. No adverse employment action will be taken for any employee making a good faith report of alleged discrimination or harassment.

## DRUG FREE WORKPLACE

### Policy

The School values its employees and recognizes the adverse effects that substance abuse – including the use of illegal drugs, the abuse of alcohol, and misuse of prescription drugs and over-the-counter medications – can have on the work environment. Employees who abuse drugs and/or alcohol are less productive, less reliable and – most importantly – pose a direct threat to the safety and well-being of themselves or others.

The School has adopted this drug free workplace policy to ensure that our business is functioning safely, efficiently and cost-effectively. Thus, as a condition of employment, all part-time and full-time employees agree to comply with this Policy and to consent to drug and/or alcohol testing as specified below. Employees who engage in the prohibited conduct outlined below or otherwise violate the terms of this Policy are subject to discipline up to and including immediate termination of employment.

**Definitions:** For purposes of this Policy, the following definitions apply:

1. **Illegal Drug** – means any drug or controlled substance that is not legally obtainable under *both* applicable state and federal law, including but not limited to amphetamines, barbiturates, benzodiazepines, cocaine, marijuana, methadone, methaqualone, opiates, phencyclidine (PCP), propoxyphene, heroin, narcotics, hallucinogens, inhalants, and designer drugs and/or any substances and/or materials that are prohibited by federal or applicable state regulations.
2. **Unauthorized Substances** – means over-the-counter or prescription drugs used, possessed, purchased, obtained, transferred, dispensed, trafficked, sold or distributed in violation of this Policy.
3. **School Premises** – means all property, buildings, structures, job sites (where an employee is working), parking lots, and vehicles owned or leased by the School or used for school purposes.

**Prohibitions:** Employees are prohibited from engaging in the following conduct:

1. Employees are prohibited from reporting to work, being on School Premises while under the influence of alcohol, Illegal Drugs and/or Unauthorized Substances.
2. Employees are prohibited from applying for employment, reporting to work, being on School Premises with alcohol in his/her system sufficient to yield a positive alcohol test results and/or with Illegal Drugs (and/or drug metabolites) in his/her system sufficient to yield a positive drug test result.

3. Employees are prohibited from using, possessing, purchasing, selling, manufacturing transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic or distribute) alcohol, Illegal Drugs and/or Unauthorized Substances, including related paraphernalia, in any amount, in any manner or at any time, on School Premises.
4. Employees are prohibited from using, abusing, possessing, purchasing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic or distribute) over-the-counter, or prescription drugs on School Premises, as set forth below. Specifically, employees are prohibited from using, possessing, purchasing, transferring, dispensing, trafficking, or distributing (or attempting to use, possess, purchase, transfer, dispense, traffic or distribute):
  - a. prescription drugs that are not prescribed to the employee and/or prescribed on an invalid or non-current prescription;
  - b. prescription drugs that are prescribed to the employee at non-therapeutic levels or used in a manner or quantity other than as set forth in the prescription;
  - c. over-the-counter drugs in a manner or quantity other than set forth in the directions; or
  - d. over-the-counter or prescription drugs in an unsafe manner.
5. Employees are prohibited from refusing to provide an adequate drug or alcohol test sample/specimen without a valid medical basis, refusing to cooperate during collection or testing, or failing to report (or report promptly) to the collection site without a legitimate reason.
6. Employees are prohibited from providing an altered, adulterated, diluted or substituted drug or alcohol test sample or specimen. Employees are prohibited from using a device or substance to interfere or attempt to interfere with a drug or alcohol test.

*Marijuana:* Note that it is the School's intention to comply with all applicable federal, state, and local laws. Where state and federal law differ, however, the School will comply with federal law, except where otherwise provided. Florida state law permits the use and possession of marijuana for medical purposes, but federal law does not. In the absence of state law to the contrary, the School considers marijuana to be an Illegal Drug for purposes of this Policy.

### **Convictions for Drug or Alcohol-Related Offenses**

Employees must report convictions for a violation of any criminal drug statute occurring in the workplace or on School Premises as well as convictions for driving while intoxicated or under the influence of Illegal Drugs, Unauthorized Substances and/or alcohol while performing School duties. Such reports must be made to Human Resources no later than five (5) calendar days of the conviction. Employees who are convicted for drug-related offenses will be subject to disciplinary action, up to and including termination of employment.

**Testing:** The School may employ the following types of drug and alcohol testing:

1. **Pre-Employment/Post-Offer Testing:** Individuals extended a conditional offer of employment may, as a prerequisite to their employment, be required to submit to a drug test.
2. **Post-Accident Testing:** Employees will be drug/alcohol tested if the following conditions occur: (A) there is a reasonable possibility that drug/alcohol use may have been a contributing factor to the reported injury or accident, and (B) the injury or accident resulted in a fatality, requires medical attention beyond first aid or results in lost work time, caused property damage (including damage to vehicles owned or leased by the School or being used for School purposes) in any amount, or involved a customer or passenger. Drug testing under this section will be applied in a neutral fashion, to foster a safe work environment, and only to identify drug/alcohol use in the recent past. Testing under this section will not be undertaken to retaliate against employees for reporting workplace injuries.
3. **Reasonable Suspicion Testing:** Employees will be drug and/or alcohol tested when there is a reasonable belief based on specific facts and rational inferences drawn from those facts that an employee is engaged in the inappropriate or illegal use of drugs or alcohol and/or has violated this Policy.
4. **Random Testing:** Employees may be subject to random, unannounced drug and alcohol testing. All employees subject to random testing will have an equal probability of being neutrally selected for such testing and the School does not have the right to waive the selection of any person who has been randomly chosen.

### **Testing Procedures**

Drug or alcohol test samples/specimens (typically breath in the case of alcohol and typically urine, oral fluid, or hair in the case of drugs) will be collected in private by a certified collector approved by the School. The collector will maintain appropriate chain of custody documentation. All reasonable attempts will be made to protect the privacy of individuals providing drug/alcohol samples/specimens.

Immediately after the School determines that an applicant or employee shall be tested, a School representative will direct or escort the applicant or employee to a collection site or certified collector to facilitate the collection of the appropriate specimen. The School will pay the full cost of any testing it has requested or required. Human Resources will forward the necessary paperwork and instructions to the school's director.

A positive drug test result will normally result in the revocation of a conditional job offer, with respect to applicants. Employees who have a positive alcohol or drug test result are subject to discipline, up to and including termination of employment. The results of any and all drug or alcohol tests will be maintained in secure, confidential medical files, separate from personnel files.

### **Acknowledgment and Consent**

Any employee subject to testing under this Policy will be asked to sign a form acknowledging the procedures governing testing, and consenting to (1) the test for the purpose of determining the presence of alcohol or drugs, and (2) the release to the School of medical information regarding the test results. Refusal to sign the agreement and consent form, or to submit to the drug test, will result in the revocation of an applicant's job offer, or will subject an employee to discipline up to and including termination.

### **Education and Training**

To help employees and supervisors better understand the nature of the substance abuse problem and how it affects the workplace, as well as the terms and conditions of this Policy, the School makes available educational materials and training sessions on an as-needed basis.

### **Employee Assistance Program**

The School provides its employees with access to an Employee Assistance Program ("EAP") that can offer assistance in the context of substance use. Specifically, the EAP can provide confidential information concerning the dangers of substance abuse and to help in obtaining counseling, treatment and/or rehabilitation for drug or alcohol abuse. The costs incurred are the responsibility of the employee. Medical insurance benefits may be used to the extent provided by the School.

An employee's first request for assistance from EAP *before* drug or alcohol testing required under this Policy will not itself be used as the basis for disciplinary action. An employee's request for assistance from EAP *after* drug or alcohol testing will not be a defense to the imposition of disciplinary action where a violation of this Policy has already occurred.

### **Non-Discrimination**

In accordance with the Americans with Disabilities Act, the School does not discriminate against any applicant or employee who is a qualified individual with a disability, who is not currently using illegal drugs and who has either successfully completed a rehabilitation program, or who may be currently participating in a supervised rehabilitation program and is no longer using illegal drugs. A current disability of any kind, however, does not entitle an employee and/or job applicant to violate any provisions of this Policy.

### **Appropriate Use of Prescription Medication**

Employees' proper use of over-the-counter medication or medication that has been prescribed by a physician for that employee is not prohibited by this Policy. It is each employee's responsibility to check with a physician regarding whether the use of any medication may adversely affect performance or safety at work. *Employees and applicants who seek a reasonable accommodation due to an underlying disability are encouraged to submit any requests to Human Resources.*

Employees who are taking a drug or medication which adversely affects, or which may reasonably be expected to adversely affect, the employee's ability to perform work in a safe and productive

manner, are required to report the use of such drug and/or medication to Human Resources. Such disclosures will be treated confidentially.

An employee who is using or tests positive for a prescription drug for which he/she has a valid prescription, but which drug use may pose a direct threat to the employee or others in the workplace (or which may otherwise adversely affect the employee's job performance), may be subject to further assessment. In such case, the School will conduct an individualized assessment of the individual's ability to perform the essential functions of the job in question while utilizing such drug without posing a direct threat to the health or safety of the employee or others in the workplace, before taking any further action related to the employee's employment.

### **Reservation of Rights**

The School reserves the right to administer this Policy and interpret, change or rescind the Policy in whole or in part, with or without notice or consideration. In addition, changes to the applicable state and federal laws or regulations may require the School to modify or supplement the Policy.

## **TECHNOLOGY POLICY**

All communication systems used at the School including, but not limited to, computer, telephone, cell phone, fax, voice mail, on-line computer services and e-mail are to be used for only conducting School business during working time.

All School communication systems and the information maintained on these systems are considered the sole property of the School. The School has the right, but not the duty, to intercept, monitor, copy, review and download any communications or files created or maintained on these systems. Employees should not have an expectation of privacy in anything created, stored, sent or received on the School's communication systems.

By using the School's communication systems, an employee knowingly and voluntarily consents to being monitored and acknowledges the School's right to conduct such monitoring.

Employees are required to password protect confidential or proprietary information sent via e-mail. Employees may access only messages, files or programs, whether computerized or not, that they have permission to enter. Unauthorized review, duplication, dissemination, removal, damage, or alteration of files, passwords, computer systems or programs, voicemail messages, or other property of the School, or improper use of information obtained by authorized means is prohibited.

Under no circumstances may an employee create or maintain a "personal" or "private" account, mailbox, program, folder or application on any School device or part of the School communication system. Such "personal" or "private" accounts include but are not limited to, Facebook, Twitter, Instagram and similar social networking sites.

Employees may not use personal laptop computers or other personal electronic equipment such as camera phones, camera PDA's, video equipment, cameras, handheld scanners, flash drives, and any other device capable of capturing or storing an image in its facilities. Employees may not



install software on any School-owned computers or the network without first receiving authorization to do so. Employees are not permitted to open e-mail attachments from unknown senders or to send and/or receive mass e-mails or e-mails with file attachments requiring significant storage space including, but not limited to, audio, video and executable files.

Employees must use the authorized School signature on all work-related e-mail correspondence.

An employee shall not send an e-mail to the entire School, without prior written approval from the School Director.

Employees may not use School's computers, computer facilities, computer resources, computer networks and telecommunications systems to violate the School's Policy Prohibiting Discrimination and Harassment in the Workplace or any other School policy.

The School recognizes that, on occasion, employees may need to make and/or receive personal calls or send and/or receive personal e-mails during business hours. Employees are expected to do so during non-working time such as meal or break periods, unless expressly allowed by a supervisor in emergency situations. As noted above, however, any personal calls or e-mails made from or received to School computers, phones (including School-issued or paid-for cell phones) or other communications devices are subject to inspection and/or monitoring at any time and thus such communications may not be considered private.

### **FERPA Guidelines**

All data files created, transmitted, or stored on company equipment are the property of the School and are not protected by any right to privacy. The exception is personnel and student information protected by the Family Educational Rights and Privacy Act (FERPA). No FERPA protected data shall be transmitted from a company network, unless permitted by applicable law.

### **Electronic Image Policy**

To safeguard students, staff and information, and to reduce the opportunities for illegal harassment, the School regulates the use of electronic equipment used to capture images such as camera phones, camera PDAs, video equipment, cameras, handheld scanners, flash drives, and any other device capable of capturing or storing an image in its facilities.

At School-sponsored events, employees, students and visitors may use cameras and similar equipment, as long as they do not disrupt the workplace, annoy others, or violate a School policy. Employees are required to obtain written permission from the School before taking or distributing any photographs or videos of any kind on company premises. Employees must not use electronic equipment to create or convey offensive, harassing, vulgar, obscene, or threatening images or communications. Similarly, transmitting sexually oriented messages or images using camera phones is forbidden.

Taking photos or videos is strictly prohibited in restrooms, locker rooms (any area where employees expect privacy) and in records and areas where, student information, social security numbers, credit card or other sensitive personal information is kept.

Electronic equipment on the School's premises or at company-sponsored events may not be used to defame, embarrass, or disparage the company, employees, students, vendors, or competitors.

Transmission of any School information, logos, data, and photos of the premises or of any employees, contractors, subcontractors, or visitors is strictly forbidden.

Privileged or confidential material, such as, but not limited to, trade secrets or attorney-client communications, are not to be photocopied, scanned, photographed, or otherwise copied except by authorized personnel in the furtherance of company business.

Ask permission of anyone you photograph at a School function.

Ask permission of your supervisor and any person photographed to transmit or post any images.

At School functions or special celebrations, the School may designate an employee to capture the event on film. Employees and any guests will be asked for permission before their picture is taken, displayed, or transmitted.

Employees must report any violations of this policy.

Employee's belongings, including electronic equipment, briefcases, backpacks, satchels, jackets, and purses are subject to inspection to ensure compliance with this policy. Any images taken or present on company property relating to company business are considered company property.

Any images found in violation of this policy are subject to confiscation.

Violation of this policy can result in discipline, up to and including termination of employment.

### **Employee's Use of Social Media**

Social Media websites such as Facebook, Twitter, and YouTube have become widely used means for people to share all kinds of information, including photographs, text, podcasting (audio files) and videos. Such media may instantly reach millions over the Internet. Personal websites, public blog websites, podcast websites, online chat rooms and video sharing websites provide instant access to information. As tools, these websites can serve the highest and best aspirations of humanity, but they can also cause tremendous harm when used inappropriately.

(A) Definitions:

1. Material means communications, or information, including but not limited to: text, images, art, video, or audio.
2. Publicly Accessible refers to situations in which Material can or may be viewed by District students, parents, or the public.
3. Publish means to post, create, make available, or cause to be made available, Material.

4. Social Media websites means any website on which a user may Publish Material.

- (B) Purpose. This rule provides guidelines for employees to follow when using Social Media websites and the Internet in general. It also informs employees that displaying Material in violation of this rule will be cause for disciplinary action, including dismissal. This rule protects the reputation of the School and its employees; assures the continued effectiveness of employees in the performance of their duties; and prevents disruption of the educational process.

School employees are expected to be professional, civil, and appropriate in all their communications with students, parents, fellow employees, and the public, including in their electronic and on-line communications. The School Board finds that publication of inappropriate or unbecoming Material by an employee has the potential to disrupt the educational process, damage the School's reputation and stature, and subject the School, its teachers, and employees to ridicule. Accordingly, employees shall refrain from publishing Material on Publicly Accessible media that is objectionable under the guidelines described below.

- (C) Prohibited Activities. These rules apply to School employees who Publish Material on Social Media websites, and any other broadcast media where such Material may be Publicly Accessible. Employees shall not Publish on Social Media websites any Material that is unprofessional or unbecoming of a School employee, including:

Material that is unlawful or unethical within the meaning of the Code of Ethics for the Education Profession in Florida or which violates the Principals of Professional Conduct for the Education Profession in Florida.

1. Defamatory Material.
2. Obscene, vulgar, or sexually suggestive Material.
3. Material that encourages or celebrates substance abuse.
4. Material that promotes or incites violence.
5. Material that foreseeably could impair the employee's effectiveness in the performance of his or her duties.
6. Material that otherwise could hold the employee or the School up to ridicule or otherwise could foreseeably disrupt the educational process.
7. Material that would be prohibited by any other School Policy.

- (D) Private Publication. These rules do not apply to private Material on secure websites, where it is not Publicly Accessible. However, an employee who privately Publishes Material on private websites is responsible for ensuring that it remains private and does not become Publicly Accessible.

- (E) Personal and Business Websites. Employees are permitted to have personal or business web pages hosted on non-district web servers, but those personal web pages must not contain information related to students, and if they are Publicly Accessible, the web pages' contents and postings must comply with the requirement of this rule.

- (F) **Personal Communications.** As in all other forms of contact between School and/or school staff, as well as students, personal communications using social media shall not violate this Policy. Employees are discouraged from creating personal social networking accounts to which they invite current or future students to be friends. Employees taking such action do so at their own risk.
- (G) **Applicability of School Policies and Other Laws.** This policy is intended to supplement, not supersede, existing School policies and laws. Employees are responsible for complying with all applicable School policies, federal and state rules, rights and laws, including but not limited to the Children’s Interned Protection Act (CIPA), Children’s Online Privacy Protection Act (COPPA), reporting employee misconduct and child abuse reporting laws, cyberbullying prohibition law and policy, E-discovery rules, the Family Educational Rights and Privacy Act (FERPA), First Amendment rights, public record laws, privacy laws, the Sunshine Act, and intellectual property laws.
- (H) **Enforcement.** Consistent with School policy and Florida law, any employee who violates this Policy is subject to disciplinary action up to and including termination from employment.

### **Use of School Provided Cell Phones**

The School may provide employees School cell phones for business use, and business use only. While the School understands that an employee may occasionally use a School-provided cell phone for personal reasons, any such use should be limited to phone calls in emergency situations in which a personal phone is unavailable.

Employees should never use School-provided cell phones to do any of the following, unless for approved business reasons: (1) browse the internet, (2) stream videos of any kind (including, but not limited to, Netflix, Hulu, Amazon, YouTube, etc.), (3) send or receive pictures or videos, (4) visit social media sites of any kind, or (5) any other activities that require the use of cellular data (individually and collectively “Prohibited Activities”).

If an employee engages in any Prohibited Activities and/or incurs any overage charges related to personal use of a School-provided cell phone (“Overage Charges”), the School will (1) recoup any such Overage Charges from the employee through all means available under applicable law, including payroll deduction, and (2) impute any non-recouped Overage Charges to the employee as income, for which the employee will be responsible for any resulting tax implications.

### **Cell Phone Use/Texting While Driving**

The use of a cell phone while driving may present a hazard to the driver, other employees and the general public. This policy is meant to ensure the safe operation of School vehicles and the

operation of private vehicles while an employee is on work time and conducting business. Employees must adhere to all federal, state or local rules and regulations regarding the use of cell phones while driving. Accordingly, employees must not use cell phones if such conduct is prohibited by law, regulation or other ordinance.

Employees should not use hand held cell phones for business purposes while driving. Should an employee need to make a business call while driving, he should locate a lawfully designated area to park and make the call.

Employees may use hands-free cell phones to make business calls, but only in emergency situations. Such calls should be kept short and should the circumstances warrant (e.g., heavy traffic, bad weather), the employee should locate a lawfully designated area to park to continue the call. Violation of this policy will subject an employee to disciplinary action up to and including immediate termination.

### **E-Mail Use**

Anyone collecting e-mail addresses from individuals that are not School employees is required to clearly state the following in the correspondence requesting the e-mail address:

“Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. E-mail records are public records under Florida Law and in general are not exempt from public records requirements. In the event your response contains information that may be considered sensitive or confidential pursuant to Federal or State law, please do not send that information via email; please contact me to make alternative arrangements.”

## **DISCIPLINARY ACTION POLICY**

It is the School’s policy to examine each disciplinary case individually, considering the facts, nature and extent of the incident. The past record of the employee will be taken into consideration before taking disciplinary action. The School’s discipline philosophy is intended to help the employee change the inappropriate behavior and succeed in his or her position – not to punish. Progressive discipline, the concept of increased severity in disciplining employees, will be followed depending on the nature of the incident. Stages of progressive discipline are not mandatory and the School has the right to skip any of the following steps as deemed necessary. Critical situations may require immediate termination without warning. Some examples include theft, violence, threats, and use of profane or abusive language towards clients or co-workers. Progressive discipline generally follows these steps:

- A verbal notice is given for initial, minor infractions.
- If infraction is repeated, more severe discipline is imposed in the form of a written counseling.
- Final warning status may follow the written counseling as a last attempt to correct the employee’s behavior. It also may include a specified time to improve.

- Suspension may occur for the purpose of a formal investigation into an incident.
- Failure to improve may result in termination.

Terminations for Cause, where appropriate, are also reported to the Professional Standards Commission for action against the individual's teaching certificate and reported to Law Enforcement.

### **Voluntary Termination**

This school will consider you to have voluntarily terminated your employment in any of the following situations: written resignation, failure to return from an approved leave of absence, or failure to report to work or appropriately notify the director of impending absence, or failure to obtain authorized Leave.

## **EMPLOYMENT**

### **Employment Categories**

*Instructional Personnel* refers to any K-12 staff member whose function includes the provision of direct instructional services to students, including functions that provide support in the learning process of students. Included are K-12 teachers, student personnel services, librarians/media specialist, other instructional staff, and education paraprofessionals.

*Administrative Personnel* refers to K-12 personnel who perform management activities such as developing/implementing policies through the direction of personnel. This usually includes principals, directors and assistants and others who perform management activities.

*Non-Instructional/Support Personnel* refers to K-12 personnel who perform support services to the school and/or students including custodians, tutors, classroom assistants, bus drivers, food service workers, maintenance workers, clerical and data specialist/office staff, etc. and are not required to hold a Florida Educator's Certificate.

### **Work Schedule**

Your particular hours of work will be determined and assigned by your director or designee. All employees are expected to arrive by the designated time and remain on the job until the full workday is completed. Regular full-time employees are assigned to work a forty (40) hour workweek. Generally, the work schedule for regular full-time employment (non-instructional and administrative) is eight (8) hours per day including lunch (unless completely relieved from duty), five (5) days per week, Monday through Friday. Instructional employees do not receive a duty-free lunch; therefore, their workday is seven and a half (7.5) hours per day. The number of hours an hourly employee works varies by school.

Part time employees are hired for a specified number of hours/days as indicated in their Offer of Employment. Contact the director with any questions about your work schedule.

Your attendance is required for all work-related meetings, appointments, or other school functions as designated by your supervisor. This is considered part of your professional responsibility.

### **Job Type**

At the time you are hired, your employment status is classified as full-time, part-time or temporary; ten or twelve months. All policies described in this Employee Manual and communicated by the school apply to all employees (with the exception of certain wage, salary and time-off limitations applicable only to "non-exempt" employees). If you are unsure of which job classification your position fits into, please ask the Human Resources Director.

- a. **Full-Time:** The work schedule for regular full-time employment is eight (8) hours per day including lunch (unless completely relieved from duty), five (5) days per week, Monday through Friday. Full time employees are defined as employees successfully completing the introductory period and working forty (40) hours per week in a regularly established position of employment.
- b. **Part-Time:** An employee who works less than thirty-two (32) hours per week is considered a part-time employee in a regularly established position of employment. Eligibility of part time employees for insurance benefits is defined in the benefit package each year. The work schedule for part-time employees is established by the director. Part-time employees working longer than four (4) hours per day will be given an unpaid meal period.
- c. **Ten Month Employees:** The period of employment for Ten Month Employees is 196 days and defined by the local school district's calendar or board-approved alternate calendar. Some schools employ support staff for student days only, 180 days.
- d. **Eleven Month Employees:** The period of employment for Eleven Month Employees is 216 days and defined by the local school district's calendar or board-approved alternate calendar. Some schools employ support staff for student days only, 180 days.
- e. **Twelve Month Employees:** The period of employment for twelve-month employees begins July 1 and ends June 30 of each year. Each school follows the district's calendar (or board-approved alternate calendar) for 12-month personnel.
- f. **Temporary Employees:** Employees that are hired for a specified period of time or to complete a project. Temporary positions may not exceed a period of six (6) months unless specifically extended by written agreement. Temporary employees are not eligible for any benefits or paid holidays. A temporary employee does not become a regular employee by virtue of being employed longer than the agreed upon specified period. Staff hired on or after March 1 will be identified as Temporary.
- g. **Salaried and Hourly Employees:** Employees are either salaried or paid by the hour. Hourly employees may qualify for benefits depending on the number of hours stated in their Offer of Employment and as defined in current benefits package.
- h. **Contractors:** Contractors or vendors are hired for a specific period of time to perform a specific task and are not considered employees; rather they are

independent contractors who are responsible for their own workers compensation and liability insurance, taxes and background clearance through the local school district. Contractors and vendors not on the district-approved list are never allowed on campus when any student is present.

### **Employee Classification Categories**

All employees are designated as either non-exempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and the School.

Exempt or Non-Exempt - The Fair Labor Standards Act (FLSA) requires that certain employees be paid overtime for all hours worked in excess of 40 in a workweek. These employees are considered non-exempt.

Employees who do not fall under the minimum wage and/or overtime provisions of the Act, including teachers and administrators, are classified as exempt. Exempt employees hold jobs that meet standards and criteria established under the FLSA. If you have questions about your exemption status, please contact Human Resources.

### **Employee Sign-In/Out**

If you are a non-exempt employee, it is important (and your responsibility) to make sure all of your work time gets recorded accurately. To record your time accurately, you must:

- clock in and out at the beginning and end of the workday and at the beginning and end of your meal break or other breaks lasting more than 20 minutes.
- **not** perform work before clocking in, after clocking out or while you are clocked out for an unpaid meal break. If you perform any work before clocking in or after clocking out, notify your supervisor as soon as possible so the appropriate time can be recorded in your timesheet.
- **not** work "off the clock" (i.e., working but not reporting hours), which supervisors must not ask you to do.
- accurately record any overtime, paid time off, etc., on your timesheet.
- **not** clock in or out for another employee.

Employees are responsible for accurately recording all hours worked. Working "off the clock" (i.e., working but not reporting hours) is strictly prohibited and is subject to discipline up to and including termination.

If you are an *exempt* employee, you are responsible for reporting paid time off or other non-work time to your supervisor. If your time is inaccurate, notify your supervisor so any corrections can be made.



If you notice an error after your timesheet has been submitted, notify your supervisor immediately. If you have any questions or believe you have not been paid for all hours worked, notify Human Resources.

Errors in Pay – When you receive each paycheck, you should review it. If there are any errors in your rate of pay or hours worked, you should immediately report the errors to the Payroll Manager.

## **Absences and Tardiness**

The School expects prompt and regular attendance from all employees. Employees must be at their appointed work areas fully prepared to begin work at their scheduled start time. Unexcused or excessive absences and tardies will not be tolerated.

The School recognizes that, on occasion, employees may be unable to report to work. Employees must contact the immediate supervisor regarding any expected or unexpected absences from any scheduled working hours. If the immediate supervisor is unavailable, employees must contact the Vice President of Administration.

Employees are expected to call or email their immediate supervisor or other designated contact prior to start of the workday to report an absence. Employees are expected to call or email their immediate supervisor no later than 1 hour before expected time of arrival if they are not intending to report to work or are going to be tardy. If an employee anticipates an absence of several days, he or she may notify his or her immediate supervisor with one phone call or email; however, an employee must provide an anticipated date of return. If the anticipated date of return changes, the employee will be required to notify his or her immediate supervisor with updated information and a revised date of return via phone or email.

Absences for illness of three or more days must be accompanied by a doctor's note verifying the dates of absence and fitness to return to work.

Vacation schedules (for 12-month employees) must be approved by the immediate supervisor and vacation days cannot be used by school based staff during the instructional school year without advance approval by the School Director.

If an employee or someone on the employee's behalf does not call in to report an absence or fails to report to work within a 48-hour period, the School will consider this to be job abandonment and for a basis of termination, unless good cause can be shown for the failure to report or to call in.

Although certain paid leave is earned by the School employees, it should not be abused. Employees exhibiting a pattern of absences that coincide with weekends, holidays and paydays will be required to provide medical verification of illness. Certain excused absences (FMLA, jury duty, etc. as provided by law) will not be considered against an employee in evaluating attendance.

Unauthorized absence from work for three (3) consecutive days without a physician's statement or without notifying your supervisor will be considered a voluntary resignation/termination for failure to report to work and/or unauthorized leave/absence.

## **Access to Personnel Record**

An Employee may review their own record in its entirety upon request and reasonable notice to the School Director to do so. All aspects of an employee's record shall be open to inspection at all times by members of the Board of Directors or designees, the director or the School employees who have a legitimate educational interest in the employee's file. An employee's personnel record shall be open to any person designated in writing by the employee and by other persons in accordance with the Florida Public Records Law. (Certain documents are excluded by law from public review.) Requests for viewing an employee's record by a designated individual should be referred directly to the Human Resources Director. Records should not be reviewed at the school level without assistance from the Human Resources Director.

## **Changes in Personnel Information**

Keeping your personnel file up-to-date is important. It is your professional responsibility to assure that all required documents are accurate and complete. This includes: application for employment including references, I-9 form, Health Questionnaire, Veterans Preference, Acknowledgements of Policies, insurance enrollment, retirement plan enrollments, signed position descriptions, proof of fingerprinting, drug screening, medical exam, when required, and professional licenses or credentials. Any changes may affect your benefits or employment status. It is important that you notify the director and the Human Resources department of **any change** in any of the items listed below:

- a. Legal name
- b. Home address
- c. Primary phone number
- d. Emergency contact information
- e. Number of dependents
- f. Marital status
- g. Change of beneficiary
- h. Driving record or status of driver's license (if applicable to position)
- i. Military or draft status
- j. Exemptions on your W-4 tax form
- k. Training Certificates
- l. Teaching Certificate or other Professional License

All medical records, if any, will be kept in a separate confidential file except when your employment position requires such records as a condition of employment. This school maintains this information in the strictest confidence and shall not use or disclose medical information about an employee without the employee first having signed an authorization form permitting such use or disclosure.

The task of handling personnel records and related personnel administrative functions at this school is the responsibility of the School Director. Official records are also maintained by the Company. Questions regarding insurance, wages, and interpretation of policies may be directed to Human Resources - phone toll free 1-866-998-1158 or 850-650-3984; fax 850-650-6352.

## **PROFESSIONAL CREDENTIALS AND REQUIRED TRAINING**

### **Florida Educator's Certification Required for all Teachers**

Charter School employees are required to meet the same requirement as district teachers in regard to certification. Teachers are professionals and are expected to take responsibility for securing the necessary and appropriate credentials for their employment position. Each teacher employed under a Temporary level certificate must meet all testing requirements for obtaining the appropriate Florida Educator's Certificate during *their first year of employment*; otherwise, they will not be eligible for consideration for continued employment. It is the sole responsibility of the professional teacher to obtain and maintain appropriate valid certification coverage in their assigned teaching area.

### **New Teacher Induction Program**

New teachers must also complete the New Teacher Induction Program toward professional certification as required by the local sponsoring school district. All teachers who do not hold Professional Level certification must successfully complete the district's New Teacher Induction Program requirement and take all required state tests during their first year of employment. Failure to do so will result in termination of employment.

All teachers must hold a valid Florida Educator Certificate with coverage in their area(s) of teaching assignment (subject-area).

It is the individual teacher's professional responsibility to assure their compliance with all requirements for certification in Florida and to obtain the appropriate certificate upon employment. This requires making application through the local school district's personnel office or on-line. Proof of application for certification is required prior to the first payroll period; otherwise, the payroll check will be held until the information is received.

### **Out-of-Field Assignments**

Out-of-field assignments require the teacher to pass the state subject-area test in that subject or pass six semester hours of college coursework toward meeting the certification requirement in their assigned field. A failure to meet the requirement during the year of out-of-field assignment will, by law, result in termination or reassignment.

### **Training**

Staff Development scheduled for specific training at schools is mandatory for all individuals in the target training group. In some cases, additional days will be added in order to facilitate necessary staff development. A stipend will be paid for such situations.

### **School Bus Drivers**

School bus drivers must hold a valid certificate as a “School Bus Driver” and maintain the credential each year by meeting the requirements for driving history, additional training, physical examination, etc. When necessary, the school will pay for a new bus driver to obtain the required School Bus Driver training in order to obtain a “FL School Bus Driver Certificate.” Bus Drivers who receive such training and voluntarily resign may be required to reimburse the cost of training in accordance with applicable law.

### **Food Service Workers**

Food service workers must hold a valid Food Handler’s Certificate and maintain the credential as long as employed in that position. As appropriate, other positions of employment may require additional credentials as necessary or required by law.

## **PERFORMANCE APPRAISAL AND EVALUATION**

Performance Appraisal reviews provide an opportunity for collaborative, two-way communication between you and your supervisor. This is a good time to discuss your interests and future goals. Your supervisor is interested in helping you progress and grow in order to achieve personal as well as work-related goals; perhaps he/she can recommend further training or additional opportunities for you. The performance review gives your supervisor an opportunity to suggest ways for you to advance and make your job at this school more fulfilling. Your supervisor can answer any questions you may have about the performance review process. You will be asked to sign the document and you will be provided a copy. A copy will be added to your personnel file.

### **Non-Teaching Support Personnel Performance Appraisal Reviews**

At least one formal performance review is required during each school year. A review conference will allow the employee to discuss the strengths and weaknesses with the supervisor. The review is based on the individual’s performance of the tasks, responsibilities and characteristics identified on their Position Description. Less than adequate performance should trigger a support and assistance plan and set timelines for additional review.

### **Teacher Performance Appraisal Reviews**

Each Florida School District is required to have a Performance Appraisal System in place approved by the Florida Department of Education. Your School currently utilizes the performance appraisal system approved by the sponsoring school district.

### **Formal Observations of Classroom Teaching**

All teachers are expected to demonstrate effective teaching techniques as well as the successful implementation of the curriculum and performance expectations on their position description. The school Director shall schedule formal classroom observations with each teacher. Each observation must be at least 30 minutes and include either the beginning or the end of the lesson. The director will document observations and provide feedback in compliance with professional methods and

district guideline. A post-observation conference is required which shall include the development of the Professional Development Plan when appropriate.

### **Timelines for Classroom Observations**

The Director will observe newly certified and newly hired teachers during the first four (4) weeks of school, and at least twice thereafter during their first year of teaching at the School or more often when required by the sponsoring district's performance appraisal system. There is no maximum number of observations. Informal observation for all teachers should be at least weekly and characterized as a "walk-through," not prearranged or scheduled.

## **COMPENSATION**

The goal of the school's compensation program is to attract promising candidates for employment, meet the needs of all current employees, and encourage high-performing employees to stay with our organization. With this in mind, our compensation program is built to balance both the employee and the school's needs. Your school's Board of Directors approves the salary schedule for each year.

It is our desire to pay all regular employees a wage or salary that is competitive with other employers in the marketplace in a way that will be motivational, fair, and equitable. Compensation may vary with individual and school performance and in compliance with the established salary schedule and other applicable statutory requirements or local Board considerations.

### **Salary Schedule**

Each school's Board of Directors approves the Salary Schedule each year. Initial placement on the Charter School's Salary Schedule is based on documented previous years of creditable service. Employees must submit written verification of their applicable past experience from their previous employers. Required forms will be provided to the new employee in their employment packet. All new employees will initially be placed on the beginning step of the Salary Schedule until the written verification is received. If written verification is received within the first thirty (30) days or a calendar month, payment will be retroactive to initial hire date. Verifications received after 30 days/calendar month of employment will not be paid retroactively.

One year of credit is awarded when the number of days under contract exceeds one day over half the number of days in the contract year.

No employee shall be given experience credit for years for which they are currently drawing retirement dollars or have met the retirement eligibility requirements but have postponed actual retirement. In other words, employees who are retired or eligible for retirement will begin employment in the charter school on the beginning step of the salary schedule.

New teachers may bring in up to nine (9) years of in/out-of-state public and/or accredited private school experience when documented and approved by the Human Resources Director. All years

of verified, in-District experience are counted, up to the number of years equaling retirement eligibility.

Some schools award a salary supplement for teachers who hold a Master's or higher degree when the degree is related to their employment assignment in the charter school. The amount of the supplement is noted on the school's approved Salary Schedule.

This school applies the same principles of fairness to all employees, regardless of position without regard to: color, age, sex, religion, creed, disability, handicap, marital status, national origin, pregnancy or any other legally protected category.

### **Payroll Information**

Compensation shall be based on the salary schedules approved by the Board of Directors. The Board may approve Payroll Calendars, which will define all workdays, paid holidays, non-duty days, and payroll periods.

Twelve-month employees shall be paid for number of days defined by the board-approved calendar for 12-month personnel.

The total work year for ten months staff is 196 days. Depending on the hire date, salaries for ten-month employees will be prorated over 12 payrolls. Ten-month employees who are employed January 1<sup>st</sup> or later will receive checks only for the months on duty, and paid at a daily or hourly rate depending on position.

Some support staff may be employed for one hundred eighty (180) workdays and work only on the days students are present.

### **Pay Cycles**

Employees will be paid monthly on the last working day of the month unless otherwise agreed by the Board of Directors. Checks will be issued on the last working day of the month. In the case of holidays or closings, changes will be announced in advance.

### **Mandatory Deductions from Paycheck**

This school is required by law to make certain deductions from your paycheck each time one is prepared. This includes your federal income taxes and your contribution to Social Security/Medicare as required by law. These deductions will be itemized on your check stub. The amount of the deductions will depend on your earnings and the information furnished such as: court-ordered garnishments, an employee will be notified of any mandatory deductions received by the school's office.

### **Error in Pay**

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, inform your Director immediately. He/she will take the necessary steps to research the problem and to assure that any necessary correction is made promptly.

### **Improper Deductions**

The School intends to and will comply with the FLSA in paying all of its employees. The School will pay overtime as required by law to all hourly employees and all salaried employees who are not exempt from overtime under the FLSA (i.e. a “non-exempt” employee); the School, however, reserves the right to discipline any employee who works overtime without prior management permission.

Salaried employees who are exempt from receiving overtime payments under the FLSA (i.e. “salaried exempt employees”) will be paid their full weekly salary for any work week in which the employee performs any work minus only those deductions permitted by the FLSA and the regulations promulgated by the United States Department of Labor in accordance with the FLSA. The School intends to, and will, fully comply with the FLSA and all Department of Labor regulations promulgated under the FLSA.

If any salaried exempt employee believes that the School has made an improper deduction from the employee’s paycheck, the employee shall bring this alleged error to the attention of the employee’s immediate supervisor or the Payroll Department as soon as the employee notices the error. The School will investigate the employee’s complaint and if the School finds that it has made an improper deduction, it shall promptly reimburse the employee (and any other employee from whom a similar improper deduction was made). Furthermore, the School shall make a good faith commitment to correct any internal policies or procedures that may have led to the improper deduction so that the School will be in full compliance with the FLSA in the future.

### **Wage Garnishments**

We hope you will manage your financial affairs so that we will not be obligated to execute any court-ordered wage garnishments; however, we will comply with court-ordered deductions that are required to be taken from your paycheck. This school acts in accordance with the federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from your paycheck. Please contact the Human Resources Director if you have any questions.

### **Overtime Pay**

If you are a non-exempt employee, you will be eligible to receive overtime pay of one and one-half (1 ½) times your regular hourly wage for documented and approved hours worked over forty (40) hours in one work week (Monday through Friday). Overtime hours are assigned to non-exempt employees at the discretion of their supervisor based on job needs and conditions. That means if you are a non-exempt employee, you must have your supervisor’s approval *before* working any overtime hours. Thus, you should not work any overtime that is not authorized and assigned to you by your supervisor. Do not start work early, finish late, work during a meal break,

or perform other overtime work unless you are *specifically authorized to do so* by your supervisor. Full time bus drivers are allowed a one (1) hour break which, if needed, can be split into two (2) 30-minute breaks. Other non-exempt employees are allowed one (1) 30-minute break. Employees who fail to obtain approval prior to performing work in excess of a 40-hour workweek will be paid overtime for the work performed but will also be subject to disciplinary action, up to and including termination of employment for working overtime without prior authorization.

If, during that week, you were away from the job because of a job-related injury, paid holiday, jury duty, vacation day, or paid sick time, those hours not worked will not be counted as hours worked for the purpose of computing eligibility for overtime pay. The workweek for computing overtime is Monday through Tuesday. Please note if you are a non-exempt employee on an approved flexible work arrangement, overtime hours will be computed only on those hours worked in excess of the regular forty (40) hour workweek.

### **Non-Exempt Employee Compensation**

Non-exempt employees are defined by the Fair Labor Standards Act. It is the School's policy and practice to accurately compensate Employees and to do so in compliance with all applicable state and federal laws. It is the Employee's responsibility to make sure School management is aware of any time worked so that the School compensates the Employee properly. Time worked is all the time actually spent on the job performing (or performing required work preparatory or ancillary to performing) assigned duties.

You should not work any hours that are not authorized by your supervisor. Do not start work early, finish work late, work during a meal or rest break, or perform any other extra or overtime work unless you are authorized to do so. Non-exempt employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform before you clock in, during any portion of your meal or rest break, or after you clock out. Any Employee who works "off-the-clock" will be subject to disciplinary action, up to and including discharge.

No manager or any other School employee may instruct or knowingly approve (either expressly or implicitly) any non-exempt employee to work "off-the-clock." If an Employee believes this has occurred, then the Employee should immediately report his or her concerns by using the reporting procedure outlined below. If you do work "off the clock" you must report such time and you will be paid for it.

To ensure that Employees are paid properly for all time worked and that no improper deductions are made, you should review your paychecks promptly to identify and report all errors. Although we make every effort to pay our Employees correctly, occasionally, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, we will promptly make any corrections necessary. Please review your pay stub when you receive it to make sure it is correct. If you believe a mistake has occurred or if you have any questions, please use the reporting procedure outlined below.

### **Travel Expense Policy**



The Learning Academy of Santa Rosa will provide reimbursement to employees based on a maximum per diem rate for employee travel which includes a fixed allowance for meals and incidental expenses. The travel must be in-state, approved, and work related. This policy only applies to overnight travel that is 45 miles or more from the traveler's home or primary worksite.

## **BENEFITS**

This school is committed to sponsoring a comprehensive benefits program for all eligible employees. In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits that will enhance your job satisfaction. The Board of Directors will periodically review the benefits program and will make modifications as appropriate. This school reserves the right to modify, add or delete the benefits it offers.

### **Medical/Dental/Vision Insurance**

- a. Shortly after your hire but prior to your eligibility date for insurance, you will receive specific information about your health, dental, life insurance benefits and other optional coverage as applicable for your school.
- b. For insurance purposes, the introductory period is 60 day(s) prior to eligibility for insurance benefits. Insurance Benefits will begin on the 1st of month following 60 day(s) after Date of Hire.
- c. Coverage is available to you and your dependents as defined in the benefit summary plan descriptions.
- d. If you are a full-time employee (work 30 or more per week or as required by the insurance provider) in a regularly established position, you will enjoy all of the insurance benefits offered by the school as soon as you meet the eligibility requirements for each particular benefit. To be eligible, you must complete the introductory period. Schools may pay a stipend to employees who do not enroll in the health/medical insurance benefit program. When applicable, this information will be provided at the time of application for insurance.
- e. Schools may also offer a plan that allows you to pay for some medical cost pre-taxed.
- f. Voluntary Dental and vision insurance may also be available at group rates (for the employee and dependents) and payroll deducted.

### **Benefit Continuation (COBRA)**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986 provides that any employee or employee's dependent experiencing a loss of insurance coverage due to a termination of employment (for reasons other than gross misconduct), reduction in work hours or other qualifying event, may continue group health benefits insurance under COBRA.

It is the employee's sole responsibility to notify the Company of a life event change as soon as possible. COBRA enrollment notification and related documents will be mailed by the COBRA administrator no later than 45 days from the date of loss of coverage.

### **Retirement Plans**

You may also have an opportunity to enroll in a retirement plan, depending on the plan approved by your school's Board of Directors.

### **Workers' Compensation**

All employees are entitled to Workers' Compensation benefits. This coverage is automatic and immediate and protects you from excessive financial burdens in case of an on-the-job injury. An on-the-job injury is defined as an accidental injury suffered in the course of your work, or an illness that is directly related to performing your assigned job duties. The school pays for this job-injury insurance. If you cannot work due to a job-related injury or illness, Workers' Compensation insurance pays your medical bills and provides a portion of your income until you can return to work.

All injuries or illnesses arising out of the scope of your employment must be reported to your supervisor immediately. Human Resources will report the incident to the insurance carrier as noted on the employee bulletin board at each school. Prompt reporting is the key to prompt benefits. Benefits are automatic, but nothing can happen until your employer knows about the injury. Insure your right to benefits by reporting every injury, no matter how slight. Check the bulletin board at your school for specific information about reporting injury and steps for accessing medical care. There are specific medical providers that must be used in conjunction with specific documentation from you and your supervisor. Make it your responsibility to know the specific information about your school's workers compensation reporting procedures. Employees returning to work after being absent due to a work-related injury must report to their supervisor prior to beginning work and must bring a doctor's clearance for returning to work.

### **Reinstatement of Leave**

Leave used/charged due to employee illness/injury in the line-of-duty may be approved by the school's Board of Directors for up to 10 days. Reinstatement of Leave under this provision shall NOT DUPLICATE Worker's Compensation. Requests must be submitted in writing to the Human Resources Director for initial approval then forwarded to the Board President for consideration by the Board of Directors.

### **Paid Holidays**

All regular full-time school employees will observe the posted holiday schedule and should consult the annual school calendar for a list of the holidays. Temporary and part time workers are not paid for holidays. If you wish to obtain a copy of the calendar, please contact your Director. The School reserves the right to amend, add, or eliminate the holiday schedule at any time based on its business needs.

In order to be paid for the holiday, an employee must work (or be paid leave) their last scheduled shift prior to the paid holiday and the first scheduled shift following the holiday. Should the employee be unable to work either of these two days due to illness, proof of illness will be required for holiday pay qualification.

### **Lactation Breaks Policy**

The School will provide a reasonable amount of break time to accommodate an employee's need to express breast milk, as follows:

- For up to a year following a child's birth, nursing employees will be provided break time to express breast milk during the workday. The employee will be allowed a reasonable break time whenever she has the need to express milk throughout the day. If possible, the break time should be taken concurrently with other break periods already provided. If this time does not run concurrently with normally scheduled rest periods, non-exempt employees should clock out for this time and such time will be unpaid. Exempt employees will not have their pay reduced for such breaks.
- The School will provide a private room, or other location that is free from intrusion, for the employee to express milk in private. The School will allow employees to provide their own portable cold storage device for keeping milk that has been expressed and employees may store their milk in a School refrigerator if space is available.
- If you are returning from maternity leave, speak with your Director regarding your nursing needs. Your Director will work with you to accommodate your break schedule as needed, knowing that your breaks may differ on a day-to-day basis.

If you have further questions or concerns regarding this policy, please contact Human Resources.

## **LEAVE**

### **Personal Leave**

Eligible full-time employees earn Leave at the rate of eight (8) hours per month.

- a. *Ten-month and eleven-month employees* may earn a maximum of 80 hours of leave per year (one day per month of employment). The total maximum number of hours the employee is allowed to accrue (carry-forward) for 10-month and 11-month staff is 120 hours. Employees must deplete accrued time off before taking unpaid leave. Leave is not paid out upon termination, including voluntary or involuntary termination.
- b. *Twelve-month employees* may earn a maximum of 96 hours per year (one day per month of employment). The maximum number of hours the employee is allowed to accrue (carry-forward) for 12-month staff is 136 hours. Employees must deplete

accrued time off before taking unpaid leave. Leave is not paid out upon termination, including voluntary or involuntary termination.

The following guidelines apply to personal leave:

- Employees must obtain advance approval from the Director for the dates of proposed absences to assure adequate planning so that student services are not negatively affected. For emergency leave due to illness or serious family crisis, employees should provide advance notice as instructed by the school director. All accrued personal leave is cancelled when an employee is terminated or resigns from employment. No employee is eligible for payment of accrued Leave at any time.
- The director may approve Leave in advance for up to 10% of total staff for a specified workday.
- Leave for any reason other than medical reasons will not be approved during the three (3) weeks before or during State Assessment testing unless otherwise provided by law or approved by the Director.
- Deliberate efforts to circumvent this policy will result in immediate disciplinary action up to and including termination of employment.

### **Twelve-Month Director and Office Manager Personnel Vacation Leave**

After one calendar year of full-time employment in a regularly established 12-month position, Office Managers and Directors are eligible for 5 days' vacation each year. The selection of dates of this vacation time should be coordinated with the director/supervisor in advance and must be during a period of time the students are not in session at school. After the second year, the employee earns 10 days of vacation time. Personnel assigned to year-round facilities earn vacation as specified within their Position Description. Specific dates of vacation must be arranged with the Director/supervisor well in advance so that the workload can be redistributed or rescheduled. This leave is only available for 12-month Directors and Office Managers.

### **Leave Transfer**

Leave Transfer from one Florida school to another Florida school warrants the crediting of 8 hours each month worked. Instructional and administrative personnel shall be entitled to transfer Leave credit from other Florida school districts to your current School as follows: for each day of Leave earned in this School District, another day's credit from the verified accumulated Leave in another Florida school district will be added to their record until all Leave is transferred from the old district to this District. Should an employee terminate employment prior to the complete transfer of Leave from another District, the un-transferred portion of Leave shall remain with the District of origin.

## **Jury Duty**

Employees who serve jury duty will not suffer a loss in earnings. The school will pay employees serving on jury duty the difference between what they receive for jury duty and their regular straight-time rate of pay for the period they serve if the amount received from the state exceeds \$50.00 a day. Upon return from jury duty service, employees will be required to provide written verification to the school of the actual time spent on jury duty and the amount of jury duty pay received before payment under this section will be made.

## **Family Medical Leave of Absence Policy**

Under the Family and Medical Leave Act of 1993, as amended (FMLA), employees may be eligible for a period of job-protected unpaid leave for certain family and medical reasons as described below. This Family Medical Leave Act Policy ("Policy") provides an overview of employees' rights and responsibilities under the FMLA as well as the School's own policies regarding FMLA Leave. The School has posted notices of the FMLA at all School facilities. The information in those posters is incorporated into this policy by reference.

### **General Eligibility**

To be eligible for FMLA Leave under this Policy, an employee must have worked at the School for at least 12 months and must have worked at least 1,250 hours during the 12-month period prior to the commencement date of any leave requested under this Policy. Eligibility will be determined as of the date the leave commences. Employees who work at a site at which fewer than 50 employees are employed within a 75-mile radius are not eligible for leave under this policy. When a request for FMLA is made, the School will advise of the employee's eligibility and the employee's rights and responsibilities.

### **Types and Duration of FMLA Leave**

- Bonding Leave; Serious Health Condition Leave; Leave to care for a family member with a serious health condition; Active-Duty Leave

An employee may be eligible for up to 12 weeks of unpaid leave during a rolling 12-month period (measured backward from the date an employee uses FMLA leave) for the following reasons:

1. the birth of the employee's child and to bond with the child; or for placement through adoption or foster care and to bond with the newly placed child. Such leave must be concluded no later than 12 months after the birth or placement of the child with the employee;
2. to care for an immediate family member (spouse, child under 18 years old or a child 18 and over who is incapable of self-care because of a disability, or parent) with a serious health condition;

3. because of a serious health condition which renders the employee unable to perform the functions of his/her job; or
4. because of any qualifying exigency arising out of the fact that an employee's spouse, son (of any age), daughter (of any age) or parent, who is serving in any branch of the military (including the National Guard or Reserves), has been deployed or called to active duty in a foreign country ("Active-Duty Leave").

- Military Caregiver Leave

An employee also may be eligible for Military Caregiver Leave to care for a spouse, son (of any age), daughter (of any age), parent or next of kin who is: 1) a current member of the Armed Forces, including 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, which is incurred in the line of duty (or for a pre-existing injury or illness which is aggravated in the line of duty) and that renders the service member medically unfit to perform the duties of his or her office, grade, rank or rating, or 2) a veteran who was a member of any branch of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness that occurred in the line of duty (or for a pre-existing injury or illness which was aggravated in the line of duty) at any time within 5 years preceding the treatment, recuperation or therapy. A covered veteran incurs a serious illness or injury for purposes of this paragraph when one of the following occurs:

1. The injury or illness makes him or her medically unfit to perform the duties of his or her office, grade, rank or rating.
2. It causes the service member to have a VA Service Disability Rating at 50% or greater.
3. It is a mental or physical condition that substantially impairs their ability to obtain gainful employment.
4. The VA enrolls the employee in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

Eligible employees are entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible employee takes Military Caregiver Leave (as long as it is within 5 years of the covered service member's active duty) and ends 12 months after that date. Military Caregiver Leave applies on a per-covered service member, per-injury basis, so that an employee may be eligible to take more than one 26-week period of Military Caregiver Leave, but no more than 26 weeks of leave may be taken during any one 12-month period.

An eligible employee is entitled to a combined total of 26 workweeks of leave for all FMLA qualifying reasons during the single 12-month period described above. For example, if an employee takes 10 weeks of FMLA leave due to his/her own serious health condition, the employee may take only 16 weeks of Military Caregiver Leave during that same 12-month period.

## Definitions:

- A "serious health condition" as referred to above means an illness, injury, impairment, or physical or mental condition that involves:
  1. in-patient care (*i.e.*, an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care);
  2. a period of incapacity of more than three (3) consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves (i) treatment two (2) or more times by a health care provider or under the supervision of a health care provider within 30 days of the start of the incapacity, or (ii) treatment by a health care provider on at least one (1) occasion within seven (7) days of the start of the incapacity which results in a regimen of continuing treatment under the supervision of a health care provider;
  3. any period of incapacity or treatment due to pregnancy, or for prenatal care;
  4. any period of incapacity or treatment due to a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider;
  5. a period of incapacity or treatment which is permanent or long-term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or
  6. any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.
- A "qualifying exigency" referenced above under "Active-Duty Leave" refers to the following circumstances:
  1. Short-notice deployment: to address issues arising when the notification of a call or order to active duty is seven (7) days or less;
  2. Military events and related activities: to attend official military events or family assistance programs or briefings;
  3. Childcare and school activities: for qualifying childcare and school related reasons for a child, legal ward or stepchild of a covered military member;

4. Care of the covered military member's parent if the parent is incapable of self-care;
5. Financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member;
6. Counseling: to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member;
7. Rest and recuperation: to spend up to fifteen (15) calendar days for each period in which a covered military member is on a short-term rest leave during a period of deployment; or
8. Post-deployment activities: to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member's active duty terminates or to address issues arising from the death of a covered military member while on active duty.

### **When Spouses Work Together**

If both spouses are employed by the same school and are eligible for leave under this policy, they are eligible for a combined total of 12 weeks of leave within the applicable 12-month period when the leave is due to the birth or placement of a child or to care for a parent who has a serious health condition, or a combined total of 26 weeks within the applicable 12-month period when the leave is due to the birth or placement of a child or to care for a parent who has a serious health condition and for Military Caregiver Leave. (However, in no event shall the spouses take more than a combined total of 12 weeks of leave within the applicable 12-month period for the birth or placement of a child or to care for a parent who has a serious health condition).

### **Notice of Need for FMLA Leave**

An employee who wants to take FMLA must follow normal call-in policies and notify the person an employee would normally notify for an absence. Failure to adhere to normal School call-in procedures can result in discipline, as with any other type of leave.

If FMLA applies or believed to possibly apply, the employee will be required, thereafter, to contact the Human Resources department to complete a request for leave. The employee will be required to fill out prescribed forms requesting leave.

To avoid a delay in FMLA protection, the employee must give notice as soon as possible and practicable under the circumstances of enough facts to advise the person receiving the call that FMLA may apply. Employees are always required to give notice as soon as practicable and possible, but, except for instances of active-duty leave, an employee is not required to provide more than thirty (30) days advance notice.



If an employee fails to give the required notice with no reasonable excuse, FMLA coverage may be delayed for a period of time. This can result in discipline for absences taken prior to FMLA coverage commencing.

Employees should make every reasonable effort to schedule foreseeable medical treatments so as not to disrupt the ongoing operations of the School.

### **Substitution of Paid Leave for Unpaid FMLA Leave**

Employees must concurrently exhaust any short-term disability benefits, workers compensation benefits, accrued vacation time, or any other form of applicable paid leave for FMLA leave. All substituted paid leave that is being concurrently exhausted will be counted against an eligible employee's FMLA leave entitlement.

### **Intermittent FMLA Leave**

Intermittent or reduced schedule leave is leave at varying times for the same qualifying condition. Intermittent leave or reduced schedule leave may be available if the need for leave is due to an employee's serious health condition or an employee's immediate family member's serious health condition and when the need for intermittent or reduced schedule leave is certified by a health care provider. Intermittent or reduced schedule leave is not available for the birth or placement of a child for adoption or foster care, unless the School agrees. Military Caregiver Leave may be taken intermittently or on a reduced leave schedule when medically necessary. Active-Duty Leave may also be taken on an intermittent or reduced leave schedule.

Employees who take foreseeable intermittent or reduced schedule leave must attempt to schedule their intermittent or reduced schedule leaves so as not to disrupt the operations of the School and in some instances, the School may require employees taking foreseeable intermittent or reduced schedule leaves to transfer temporarily to an alternative position for which the employee is qualified and which better accommodates the employee's leave schedule. Pay and shifts would not be affected by a change to an alternate position. Time worked in the alternate position would not count towards the employee's FMLA leave entitlement.

Employees taking unforeseeable intermittent leaves must follow the School's standard call-in procedures absent unusual circumstances.

### **Documentation Supporting FMLA Leave**

An employee requesting leave for a serious health condition must provide a completed FMLA Certification of Health Care Provider Form supporting the need for the leave. A request for reasonable documentation of family relationship verifying the legitimacy of a request for FMLA Leave may also be required.

The employee will have fifteen (15) days in which to return a completed Certification form following the School's request for the certification. If the employee fails to provide timely certification after being required to do so, covered leave may be delayed moving forward until the

certification form is finally submitted. Absences counted against the employee for a late certification will not be reversed absent exceptional circumstances. If an employee never returns the completed form, the FMLA will be denied and the absences will be unprotected. If the Certification form is incomplete or insufficient, an employee will be given written notification of the information needed and will be given a period of seven (7) days to provide the necessary information.

In some circumstances, a second opinion, at the expense of the School, related to the health condition may be required. If the original certification and the second opinion differ, a third opinion, at the expense of the School, may be required. The opinion of the third health care provider, which the School and the employee jointly select, will be the final and binding decision.

A request for Active-Duty Leave must be supported by the Certification of Qualifying Exigency for Military Family Leave form as well as appropriate documentation, including the covered military member's active-duty orders.

A request for Military Caregiver Leave must be supported by the Certification for Serious Injury or Illness of Covered Service member form or Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave form as well as any necessary supporting documentation.

Once the School has received a complete and sufficient certification form from the employee, the School will advise the employee whether he or she has been approved or denied FMLA and, if possible, will advise how much FMLA will be used.

### **Recertification**

In the following circumstances, the School may, in its sole discretion, require recertification of the qualifying reason for FMLA: (1) where the employee needs more leave than the original certification justified; (2) where circumstances and facts cast doubt on the employee's need for FMLA; or (3) when the need for FMLA extends beyond 6 calendar months. In these situations, the employee will have fifteen (15) days in which to provide a completed Recertification form.

### **Restoration to Position and Benefits**

Healthcare benefits will be maintained while an employee is on FMLA, subject to the payment of premiums explained in this paragraph. For all other benefits, they will be maintained similarly to others on similar forms of leave (paid/unpaid). Employees on paid FMLA (because they are concurrently exhausting a paid leave benefit) will continue to have their premium payments deducted from their paycheck as if they were on non-FMLA paid leave. Employees on an unpaid FMLA leave (for which no paid leave is substituted or after all paid leave has been exhausted) will need to maintain the benefits they accrued prior to commencement of the leave by making premium payments. If the payment is not received on the due date or thereafter, the School will provide the employee written notice of non-payment and provide 15 days to make the payment. If the payment is not made within the 15-day window, and at least 30 days have passed from the due date, then coverage under the benefit plan will lapse, retroactively to the original due date.

Employees are permitted to return to whatever position they would have held had they not taken FMLA leave. Generally, this means employees returning from FMLA leave within 12 weeks will be returned to the job position that they held when they went on leave, or a substantially similar one. If the employee would have lost their position even if they had not taken the leave, then there exists no reinstatement right. For example, if the employee's position is eliminated because of a reduction in force, then no reinstatement right exists.

If an eligible employee fails to pay his or her portion of the required premium payments for benefit coverage, and the School elects to make the employee's portion of premium payments to keep benefit coverage in effect during a period of paid or unpaid FMLA leave for medical and dental benefits, and/or a period of unpaid FMLA leave for other benefits, the School may recover the amount of the premium payment from the employee regardless of whether the employee returns to work. The School may recover its own share of the premiums paid for maintaining an employee's medical and dental benefit coverage during any period of unpaid FMLA leave if the employee fails to return from leave after entitlement has expired, provided the employee's failure to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition was unrelated to the qualifying reason the employee took FMLA leave.

### **Return to Work**

Employees on FMLA leave must periodically inform the Human Resources department of their status and intent to return to work while on FMLA leave. Employees returning from FMLA leave must be able to assume all of the essential functions of their jobs upon return. The School will provide time for the employee to learn of any changes or new technology implementations. As a condition to restoring an employee whose leave was based on the employee's own serious health condition, the employee must provide certification from the employee's health care provider stating that the employee is able to resume work. This return to work statement is required for all serious health conditions unless the employee has previously provided one for that condition within the past year. If safety issues exist, the School may require a return to work statement every thirty days.

### **Failure to Return from Leave**

Unless required otherwise by law an employee granted a leave of absence under these provisions who fails to return to work upon expiration of the leave will no longer have protected absences. Further absences would count against the attendance policy.

### **Key Employees**

An employee who qualifies as a "key employee" may be denied restoration of employment after a period of FMLA leave if holding the employee's position would cause the company grievous economic injury. A "key employee" is an employee who is salaried and is among the highest paid ten percent of the work force within 75 miles of the place where the employee reports to work. Upon requesting FMLA leave, an employee will be notified by the School of his/her status as a "key employee" if there is a possibility that the School may deny reinstatement after leave.

## **Military Leave**

Employees may be entitled to certain rights and benefits and may have certain obligations related to service in the uniformed services pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) or related state laws. It is the School’s intent to comply with the requirements in USERRA and similar state laws with respect to leaves of absence, continuation of health coverage, reemployment, disabilities incurred or aggravated during uniformed service, non-discrimination and non-retaliation, and other covered matters. Specifically, the School will not deny employment, reemployment, retention in employment, promotion, or any benefit of employment to an individual due to uniformed service, and will not tolerate discrimination or retaliation due to uniformed service.

Employees should notify their manager or the Human Resources Director of any need for leave to perform service in the uniformed services as far in advance as possible, preferably at least thirty (30) days in advance and in writing where feasible. Employees are asked to provide a copy of applicable orders, training calendar, and/or similar documentation, if at all possible, in time to ensure continued business operations during absences. Employees will be granted unpaid leaves of absence for qualifying periods of uniformed service; however, employees may elect to use any accrued but unused paid leave during such absences.

Barring any exception outlined in USERRA, employees will be eligible for reemployment after uniformed service as long as they return to work or apply for reinstatement within the following timeframes:

- Service of less than 31 days, at the beginning of the next regularly scheduled work period after release and subject to an eight (8) hour rest period;
- Service of more than 30 days but less than 181 days, within 14 days of release; or
- Service of more than 180 days, within 90 days of release.

To retain reinstatement rights, employees must provide appropriate advance notice and must not have been separated from uniformed service with a disqualifying discharge or under other than honorable conditions. Reinstatement rights are not guaranteed for any absence beyond five years unless an exception stated in USERRA applies.

Employees who are members of the uniformed services should speak to Human Resources for any questions regarding rights and obligations related uniformed service leave, advance notice of uniformed service, benefits during uniformed service, or related issues.

## **No Other Employment During Leave**

If an employee accepts employment or goes into business while on a leave of absence, they will be considered to have voluntarily resigned from employment as of the first day of the leave of absence.

## **Insurance Premiums While on Leave of Absence**

Except as otherwise provided by law, the employee is responsible for full payment of insurance premiums while the employee is on approved unpaid leave. Arrangements may be made with Human Resources to keep your insurance premiums current.

## **HEALTH & SAFETY STANDARDS**

### **Safety and Organization**

The school is sincerely interested in the health, safety and welfare of each employee. In order to ensure a safe working environment, the school needs the cooperation of all employees. This means maintaining a clear and orderly working environment as well as reporting any unsafe working conditions and all accidents to the administrator or designee. The “*School Plan for Health and Safety*” includes specific guidelines for emergency drills, actions, and the implementation of a School Safety Committee. Be sure to review this document carefully. **Know and comply with “The School Plan for Health and Safety.”** All employees shall be held accountable for making themselves aware of Health and Safety Standards, including procedures for emergency drills and situations, blood borne pathogens, Safety Committee Requirements, etc. The “School Plan for Health and Safety” includes critical safety and emergency information and should be made available or reviewed with you by your director.

### **OSHA Standards for Blood Borne Pathogens**

The Occupational Safety and Health Administration (OSHA) developed standards to protect you from very dangerous diseases when you are on the job. If you follow these standards, you have a better chance of not catching the most dangerous pathogens that are carried by the blood:

- HIV - the virus that causes AIDS
- Hepatitis B - a virus that can damage your liver, cause cancer or even kill you
- HCV

**Blood borne Pathogens** (including HIV and Hepatitis B) may enter your body in a number of ways:

- By a sharp object that is contaminated by the virus when it cuts or punctures your skin (i.e., needles, broken glass, knives)
- When a contaminated object touches inflamed skin, acne, skin abrasions
- When you touch a contaminated surface and then touch your eyes, nose, mouth or open wounds or inflamed skin

**UNIVERSAL PRECAUTION** is a very aggressive plan that treats all blood and body fluids as a possible source of contamination and infection.

TREAT ALL BLOOD (LIQUID, SEMI-LIQUID, DRIED) AND OTHER BODY FLUIDS AS IF THERE IS INFECTIOUS MATERIAL—REGARDLESS OF THE PERCEIVED STATUS OF THE SOURCE INDIVIDUAL.

(This includes semen, vaginal secretions, cerebrospinal fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva, any body fluid visibly contaminated with blood, and all body fluids in situations where it is difficult or impossible to differentiate between body fluids; and any unfixed tissue or organ (other than intact skin) from a human-living or dead.)

- Protective gloves are provided at each work site. All staff members should keep an unused supply of gloves in all work locations/areas for immediate access.
- Decontaminate any suspected work surface/area, tools, etc. with 1:10 bleach solution or other approved germicide.
- Wash hands often using an effective hand soap.
- Carry antiseptic wipes or antiseptic cleanser when away from hand washing facilities.
- Wear other protective equipment if dealing with a body fluid spill (goggles, masks, gloves, or protective clothing which is appropriately discarded).
- Wash all body parts exposed to potentially infectious materials immediately after removing protective equipment.
- Sanitize and clean areas of potential exposure (i.e. clinic area, restrooms, drinking fountains, etc.).

**Hepatitis B** vaccinations protect against Hepatitis B in 79% to 100% of people vaccinated. The vaccine is given in three doses over a 6-month period. It is administered by needle into the shoulder muscle or upper arm. This is a very effective preventive measure for individuals who work in potentially hazardous environments. Each school site determines which job titles may be at-risk of exposure to blood borne pathogens. The vaccination is offered to those employees at no cost.

### **Exposure and Follow-Up**

Injured/exposed employees will be treated by an authorized physician. The following procedures should be initiated immediately to minimize potential health risks:

1. Wash wound with soap and water or flush mucous membranes with tap water.
2. Inform direct supervisor. Report the following:
  - a. How, when and where the incident occurred.
  - b. Name of individual whose blood, body fluid you contacted.
  - c. Name of any other persons present in area of exposure.
3. Seek medical attention and a blood sample test by an approved physician.
4. The supervisor must immediately report the incident to Rader Group, Inc. and

- a. initiate an incident report detailing the particulars of the event.
  - b. complete the workers' compensation Notice of Injury.
  - c. Evaluate the circumstances of the incident.
  - d. Exposure reports shall be maintained with strict confidentiality procedures to protect the privacy of the employee and shall not be included in their personnel record.
5. The supervisor/consulting physician will counsel the employee on appropriate techniques and how to avoid a recurrence as well as design follow-up treatment.

### **Emergency Closing of School**

Employees will be notified as soon as possible when the school will be closed due to an emergency condition. The general rule-of-thumb is to listen to the local radio for announcement of school closings. If all local district public schools are closed; the charter schools are also closed.

### **Volunteer and Visitor Sign-In/Out**

The director will provide a log for sign-in and sign-out by all visitors and all volunteers. The purpose is to record volunteer hours and assure the all safety measures are taken by knowing when/where someone is in the building at any given time.

## **TERMINATION & RESIGNATION**

This school operates under the principle of At-Will employment. This means that neither you nor the school has entered into a contract regarding the duration of your employment. You are free to terminate your employment with this school at any time, with or without reason. Likewise, this school, at its discretion, has the right to terminate your employment, or otherwise discipline, transfer, or demote you at any time.

This school expects that you will give at least two (2) weeks written notice in the event of your resignation. All accrued Leave is forfeited at the time of resignation or notice of termination, meaning you will not receive pay for unused Leave at the time of your separation.

Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked.

If you are resigning, the Director may ask you to participate in an exit interview to discuss your reasons for leaving and any other impressions that you may have about the school's operation. During the exit interview, you can provide insights into areas for improvement. Every attempt will be made to keep all information confidential. Certain elements of the exit interview are prescribed by the State of Florida.

Any and all school property issued to you such as operating manuals, books, computer equipment, keys, grade books and attendance cards must be returned to your supervisor at the time of your

termination. You will be responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from your paycheck to the extent permitted by law, and you may be required to sign a wage deduction authorization form for this purpose. Your final payroll check will not be issued until all work products and/or school property have been accounted for and are acceptable as to accuracy and completeness.

### **Important Note Regarding Resignations During Summer Months**

Employees who voluntarily resign during July and August must repay the cost of health and life insurance that has been paid by the school for coverage after the last day of school year. This amount will be deducted from the final check to the extent permitted by law.

32305728.2





## *The Learning Academy of Santa Rosa*

5880 N. Stewart Street  
Milton, FL 32570  
Office: 850-983-3495  
Fax: 850-983-8098

# Appendix A School Abuse Policy

### 3.11.1.2 Reporting of Child Abuse, Neglect and Inappropriate Relations Between Adults and Students

**PURPOSE:** The Board is committed to providing a comprehensive framework for reporting the suspected cases of child abuse and neglect by school personnel and others responsible for the welfare of children. This zero tolerance policy sets forth clear expectations that all employees must protect students by reporting any interactions or behaviors which suggest that an adult has or had an inappropriately intimate relationship with a child or may be grooming a child, even if the employee does not have reasonable suspicion that sexual misconduct is occurring or has occurred; and requires mandated reporters to immediately call the Department of Children and Family (DCF) Hotline when they have reasonable suspicion of any type of child abuse or neglect. The Learning Academy of Santa Rosa employs dedicated and professional staff members who provide students with a safe and supportive learning environment. The Learning Academy of Santa Rosa encourages healthy relationships between students and school staff and administrators to promote student achievement and success. This Policy defines appropriate and reasonable boundaries for staff members and students to (1) protect students from sexual misconduct and abuse, and (2) to protect staff members from misunderstandings and false accusations.

## POLICY TEXT:

### I. DEFINITIONS

A. An “abused child” means a child whose parent, immediate family member, parent’s paramour, any individual residing in the same home as the child, any employee, volunteer, vendor or contractor at the child’s school, or any other person responsible for the child’s welfare:

1. Inflicts, causes to be inflicted, allows to be inflicted, or creates a substantial risk of, physical injury by other than accidental means, which causes or would be likely to cause death, disfigurement, impairment of physical or emotional health, or loss or impairment of any bodily function;
2. Commits or allows to be committed a sex offense against the child;
3. Commits or allows to be committed an act of torture upon the child;
4. Inflicts excessive corporal punishment;
5. Commits or allows to be committed the offense of involuntary servitude, involuntary sexual servitude or human trafficking upon a child;
6. Allows, encourages or requires a child to commit an act of sex trafficking; or
7. Commits the offense of grooming against the child.

B. A “neglected child” means any child who is not receiving the proper support, medical or remedial care necessary for the child’s well-being, including adequate food, clothing, or shelter, or a child who is abandoned without a proper plan of care by parents or other persons responsible for the child’s welfare.

C. “Mandated reporters” include all The Learning Academy of Santa Rosa employees (including administrators and both certificated and non-certificated school employees), who have reasonable cause to believe that a child known to them in their professional or official capacity may be an abused or neglected child. Mandated Reporters also include vendors, contractors, and volunteers.

As used in this Section, “a child known to them in their professional or official capacities” means: (A) the mandated reporter comes into contact with the child in the course of the reporter’s employment or practice of a profession or through a regularly scheduled program, activity, or service; (B) the mandated reporter is affiliated with The Learning Academy of Santa Rosa; (C) a person makes a specific disclosure to the mandated reporter that an identifiable child is the victim of child abuse or child neglect, and the disclosure happens while the mandated reporter is engaged in his or her employment or practice of a profession, or in a regularly scheduled program, activity, or service.

D. “Sexual Misconduct” - A form of sex or gender-based discrimination or harassment that includes any conduct that is sex-based or of a sexual nature that is unwelcome or inappropriate. With respect to conduct between individual adults and students, any sexual or romantic conduct constitutes Sexual Misconduct. Examples of Sexual Misconduct between individual adults and students, include, but are not limited to, (1) a sexual or romantic invitation, (2) dating or soliciting a date, (3) engaging in sexualized or romantic dialog, (4) making sexually suggestive comments that are directed toward or with a student, (5) self-disclosure or physical exposure of a sexual, romantic, or erotic nature, or (6) a sexual, indecent, romantic, or erotic contact with a student.

E. “Grooming” - Behavior a person in a position of trust or authority uses to build an emotional connection with a child or young person, including a student who may be over 18 years of age, to gain their trust and break down their inhibitions for a sexual purpose.

1. The definition of grooming under this Policy includes but is not limited to the following:
  - a. A person commits grooming when they knowingly use a computer on-line service, internet service, local bulletin board service, or any other device capable of electronic data storage or transmission, performs an act in person or by conduct through a third

party, or uses written communication to seduce, solicit, lure, or entice, or attempt to seduce, solicit, lure, or entice, a child, a child's guardian, or another person believed by the person to be a child or a child's guardian, to commit any sex offense, to distribute photographs depicting the sex organs of the child, or to otherwise engage in any unlawful sexual conduct with a child or with another person believed by the person to be a child.

2. A person may be "grooming" a child or engaging in inappropriate intimate behavior with a child when the person engages in behavior that includes but is not limited to:
  - a. Creating or engaging in isolated, one-on-one interactions with a child (e.g., transporting a child without the written authorization of the principal and the parent, texting or direct messaging the child);
  - b. giving or attempting to give gifts to a particular child (e.g., money, clothing); or
  - c. crossing physical boundaries (e.g., touching, giving prolonged frontal hugs, or making the child sit on their lap).

F. A "Boundary Violation" is an act, omission, or pattern of such behavior by an employee that does not have a legitimate educational purpose; and results in abuse of the staff/student professional relationship or has the potential to cause harm to the student.

G. "Staff" or "staff members" or "employees" as referred to in this Policy include all The Learning Academy of Santa Rosa (including and without limitation to teachers, coaches, support staff, administrators), volunteers, vendors, consultants and their employees, and other third-parties who interact with students.

H. A "child" or "student" includes all individuals currently attending The Learning Academy of Santa Rosa, regardless of their age.

I. Title IX of the Education Amendments of 1972 (Title IX): "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance."

## **II. RESPONSIBILITIES OF EMPLOYEES**

### **A. Training**

1. All The Learning Academy of Santa Rosa employees are required to complete the Department of Children and Family (DCF) training, "Recognizing and Reporting Child Abuse: Training for Mandated Reporters, provided through DCF.

- a. All employees must complete the online training within one month of their date of hire by The Learning Academy of Santa Rosa and every year thereafter.

2. The Principal, or their designee, will create, disseminate and train all appropriate employees on protecting The Learning Academy of Santa Rosa children annually. This training will include training on preventing, recognizing, reporting, and responding to child sexual abuse and grooming behavior, including when grooming or abuse is committed by a member of the school community, with a discussion of the criminal statutes addressing sexual conduct between school personnel and students, professional conduct, and reporting requirements.

### **B. Screening**

1. All employees, vendors, contractors, and volunteers are required to complete and pass a Level 2 background screening prior to employment and/or entering the school.

### **C. Florida Educator Code of Ethics**

1. This Policy incorporates the Florida Educator Code of Ethics. Nothing in this Policy shall be construed as circumventing the Florida Educator Code of Ethics.

#### **D. Identifying Students who are Abused or Neglected**

Based upon the training they have received; The Learning Academy of Santa Rosa employees must use their best efforts to identify students who are abused or neglected. The Learning Academy of Santa Rosa employees must not, however, ask any student to remove any item of clothing, other than a coat, jacket or similar item of outerwear, to check for signs of child abuse or neglect.

When sexual abuse or sexual exploitation is suspected, principals are permitted to ask questions solely to gather the minimal information necessary to make a report to the Department of Children and Family or to ensure the safety of students.

#### **E. Reporting and Documenting Reasonable Suspicions of Child Abuse, Child Neglect, Sexual Misconduct, Grooming or Inappropriately Intimate Relationships**

1. A mandated reporter who has reasonable cause to believe that a child known to the reporter in the reporter's official capacity may have been abused or neglected is required to immediately call the DCF Hotline at 1-800-962-2873. Mandated reporters must also report to DCF any sexual misconduct by an adult against a student as well as any interactions or behaviors which suggest that an adult has or had an inappropriately intimate relationship with a child or may be grooming a child, even if the employee does not have reasonable suspicion that sex abuse is occurring or has occurred. NOTE: A mandated reporter's legal obligation is not satisfied by notifying the reporter's supervisor or principal of the reporter's suspicion.

2. After notifying the Hotline, a mandated reporter must inform the reporter's principal/supervisor of the report. If the alleged abuser is the mandated reporter's principal/supervisor, or the mandated reporter fears retaliation from their principal/supervisor, the mandated reporter must notify the CEO of the report. An anonymous report to DCF does not satisfy a mandated reporter's obligations under this policy.

3. A mandated reporter must not notify a parent, guardian, family or household member of allegations or investigations of suspected child abuse or neglect by a parent, guardian, family or household member. Notification will be handled by DCFS or the police.

4. A mandated reporter must preserve confidentiality by discussing the reporter's suspicions only with the alleged victim; the mandated reporter's supervisor; the School Resource Officer; any employee of DCFS, the Police Department or the State's Attorney's Office; and the child's court appointed attorney or guardian *ad litem*.

5. A mandated reporter shall cooperate fully with investigators from the Department of Children and Families. Any employee subpoenaed to testify in any court or administrative proceeding shall notify the principal of the subpoena.

#### **F. Providing Support to Students Who are Abused or Neglected**

1. If the principal or designee determines that the child needs medical assistance, the principal or designee must call the Emergency Services at 9-1-1.

2. If the principal or designee determines that it is not safe for the child to return home, the principal or designee must not allow the child to go home and must contact DCF immediately.

3. If a notification is made to DCF, the principal or designee must:
  - a. Remain in contact with DCF and follow the instructions received regarding dismissing the student when the school day has ended.
  - b. If DCF requests that the child be dismissed home and the principal or designee determines that it is not safe, request that DCF take custody of the child and remove them from the school building within a reasonable amount of time after the school day has ended.
  - c. Inform DCF that school policy prohibits the principal or other staff members from taking a student into their care, in the event DCF requests that a staff member engage in this practice following a report to DCF. Nor shall a staff member volunteer to take a child into their care or take the child to their residence.
  - d. If DCF has not arrived on the scene by the end of the school day, notify the School Resource Officer and/or Police Department at 9-1-1 to take protective custody.
  - e. Notify each of the child's teachers of the Hotline call and maintain in the child's school record a copy of the written confirmation and any police report (if available).
4. The principal or designee shall also contact the school counselor, who will coordinate with the school's assigned Mental Health Therapist to ensure that the student has access to appropriate support services at the school and connect the student with third party counseling providers if appropriate.
5. The following resources can provide assistance to students that have been abused or neglected. When a staff member reports suspected abuse, neglect, or grooming, the principal or School Resource Officer will provide this list to the staff member and the impacted student(s).

**Important Phone Numbers:**

**Gulf Coast Sexual Assault Program 24 Hour Crisis Hotline 1-866-944-1222**

**Florida Domestic Violence Hotline 1-800-500-1119**

**Florida Department of Children and Families Abuse Hotline 1-800-962-2873**

<b>Emerald Coast Children’s Advocacy Center- Walton County</b>	Emerald Coast Children’s Advocacy Center provides coordination and support, including case management, mental health services and referrals, to victims of child sexual abuse in Walton County.	<p style="text-align: center;"><b><u>850.400.3488</u></b></p> <p style="text-align: center;"><a href="https://eccac.org/">https://eccac.org/</a></p>
--	---	--

Additional resources are available at <https://www.myflfamilies.com/>

**G. Reporting and Documenting Boundary Violations (Other than Child Abuse, Neglect, Sexual Misconduct, or Grooming)**

1. If there is not reasonable cause to believe that a child is an abused child, but an employee has witnessed any interaction or receives information suggesting that a staff member failed to maintain professional boundaries with a student (as defined in section G), the employee must report the information to a principal/supervisor as soon as possible. An anonymous report does not satisfy an employee’s reporter’s obligations under this policy.
2. Students and parents/guardians should notify the Title IX Coordinator at The Learning Academy of Santa Rosa (850-864-3133) if they believe a staff member may be engaging in conduct that violates Section G.
3. Staff shall immediately notify the Title IX Coordinator (850-864-3133) if they believe that they are receiving inappropriate attention from a student, or if they have been subject to sexual advances, comments or communications by a student. The failure of a staff member to timely report conduct that violates this Policy can result in disciplinary action up to and including dismissal from employment.

**H. Maintaining Professional Staff/Student Boundaries**

1. For staff members whose children are students of The Learning Academy of Santa Rosa or who have family members who attend The Learning Academy of Santa Rosa, Subsection G does not apply to the usual parent/child or familial relationship.
  - a. All employees must follow the following general standards that apply to all staff and student interactions:
    - i. Personal contact between students and staff members must always be appropriate to the circumstances, non-sexual and unambiguous in meaning.
    - ii. Staff members shall maintain a strictly professional relationship with students, whether on or off school property and during or outside of school hours.
    - iii. Staff members are responsible for maintaining professional and appropriate physical and emotional boundaries with students at all times.

- iv. Interactions between staff members and students should be based on mutual respect and trust.
  - v. Staff members are responsible for treating all students consistently and in line with the educational mission of The Learning Academy of Santa Rosa.
- b. The following behaviors are unacceptable, cross a professional boundary and are prohibited by this Policy:
- i. Staff members must not target a particular student or students for the purpose of developing a friendship or personal relationship. Gossiping with or about other students or staff and confiding in students beyond the normal staff member-student relationship is prohibited.
  - ii. Staff members must not ask a student to keep a secret, promise to keep a student's secret or coerce a student to confide their personal or family problems. This example does not apply when counseling staff are meeting with students. If a student initiates a discussion of their personal or family problems, staff members are expected to be supportive and to refer the student to the counseling staff member, if appropriate.
  - iii. Staff members must not engage in sexual, racial, religious, or any biased based speech or actions, including jokes or innuendoes, with students. Discriminatory speech that marginalizes a student or groups of students is strictly prohibited.
  - iv. Staff members must not show inappropriate images, including pornography or child sexual abuse material, violence or explicit language to students.
  - v. Staff members must not engage in, discuss or plan future romantic or sexual relationships with students.
  - vi. Staff members must not make sexual advances towards students or flirt with students.
  - vii. Staff members must not engage with a student's flirting or sexual overtures. Any incidents of a student flirting with a staff member or making sexual overtures towards a staff member must be reported pursuant to Section II F 3.
  - viii. Staff members must not provide or offer to provide alcohol, drugs, tobacco, or paraphernalia to students.
  - ix. Staff members must not single out any one student and provide the student with gift(s) or accept expensive or numerous gifts from students. Nominal gifts to multiple students or the whole classroom are permissible. Nominal gifts to teachers as a form of appreciation are acceptable.

- x. Staff members must not address students with unique pet names or personalized terms of endearment that suggest a unique and overly familiar relationship. Staff members must not allow students to address them by their first name alone, nickname, pet names or personalized terms of endearment that suggest an overly familiar relationship.
  - xi. Staff members must not comment on a student's physical appearance unless enforcing the uniform policy.
  - xii. Staff members must not engage in any type of inappropriate physical contact with students or any other conduct that might be considered harassment, discrimination, or retaliation.
  - xiii. Staff members must not use corporal punishment or engage in any disciplinary action with the intention of producing physical or emotional pain (such as humiliation, embarrassment, threats, or other punitive or demoralizing actions toward a student), this includes conduct towards the children of staff members enrolled in The Learning Academy of Santa Rosa.
  - xiv. Staff must not take or possess a photograph or video of a student for personal use. Photos or videos for educational purposes must be expressly approved by the student's parent or guardian or with a The Learning Academy of Santa Rosa media consent release form signed by the student's parent or guardian. This includes posts of photographs or videos of students to social media.
- c. Staff should avoid activities with students that present opportunities for inappropriate relationships or that create the appearance that the staff and student are in an inappropriate relationship.
- i. In certain situations, the following activities may be within professional staff/student boundaries (for example, if a staff member's child is friends with another student). However, in these situations, a staff member must never be alone with a student and the staff member's supervisor must be made aware of the staff member's activities and receive prior approval. In general, the following activities must be avoided and could result in a violation of this Policy. These include:
    - a. Being alone with an individual student out of the view of others, unless required in connection with providing educational services in accordance with your employment (e.g., health screening, counseling, nursing, personal care and other services required by individualized education plans, 504 plans or other medical condition action plans).
    - b. Inviting or allowing individual students to visit the staff member's home.
    - c. Visiting a student's home or meeting the student at another location outside of school for non-educational purposes.



- d. Transporting a student in a staff member's private vehicle without written permission of the principal and the parent, and in line with Section II.G.3.

## 2. Electronic Communication

- a. When communicating with students via electronic means, staff members must abide by the Board's Staff Acceptable Use Policy. Staff members communicating with students via electronic means must do so using the The Learning Academy of Santa Rosa network and for educational purposes only.
- b. Staff members must not engage in any unacceptable behavior with students via electronic means. Staff members should also avoid any appearances of impropriety with students via electronic means.
- c. Staff members must not communicate with students via a student's mobile device, whether phone, text or instant message.
- d. Staff members must not communicate with students via a student's personal email account.
- e. Staff members must not accept or initiate connections with current students on social networking sites.
- f. If a staff member has a social networking site for educational purposes, the staff member must obtain permission from the principal and parents to engage with students via this site.

## 3. Travel/Transportation

- i. Staff members are strongly discouraged from transporting a student in the staff members' private vehicle(s) under any circumstances. However, staff members may transport a student with the written consent of both the principal and parent/guardian of the student. Written consent from the parent/guardian must be given in advance of the trip. If the principal gives consent to a staff member to transport a student in a private vehicle, the principal must maintain a copy of the staff member's driver's license and insurance documentation.
- ii. If a staff member transports a student with permission from the parent/guardian and the principal, efforts should be made for an additional adult to be in the car such that the staff member is not alone with a student outside the view of others.

### I. Unfounded Hotline Reports

1. A mandated reporter is entitled to receive information about findings made and actions taken by DCF as a result of the reporter's Hotline report, including any steps taken to protect the child.
2. Within 10 days of receipt of notice that DCF has "unfounded" the reporter's Hotline report, a mandated reporter, who believes the determination was inaccurate, may request a review by

a Multi-Disciplinary Review Committee within DCF. If the mandated reporter believes that a student continues to be abused, neglected, or is in danger, the mandated reporter must contact the School Resource Officer as soon as possible but no later than 48 hours after receiving notice that the Hotline report was unfounded to request a review of the DCF investigation.

#### **J. Cooperating with DCF Investigation**

1. **Student Interviews.** If a DCF investigator requests to interview a student who is the subject of a child abuse or neglect report, or a student who is a witness to abuse or neglect, the principal or designee must follow the Procedure for Interviewing Students provided by the Walton County School District Student Services Department.

2. **The Learning Academy of Santa Rosa Employee Interviews.** When a DCF investigator requests to speak with an accused staff member, ask the investigator to question the staff member, to the extent possible, in a manner that would minimize disruption of the school day.

3. **Protective Custody.** If a DCF investigator or police officer takes protective custody of a student at school, the principal or designee shall:

- a. Ask the DCF investigator/police officer for a contact name and telephone number;
- b. Attempt to notify the parent/guardian that protective custody has been taken and provide contact information to the parent/guardian; and

#### **K. Requests for School Records, Subpoenas and Court Orders in Relation to Reports of Abuse or Neglect**

1. **School Records.** A DCF investigator may review a document from the student's school records in only two circumstances:

- a. When DCF has been appointed as temporary custodian or guardian of the student; or
- b. In an emergency, when the principal determines that review of a particular school record is necessary to protect the health or safety of the student. Within three working days of the emergency release of a school record, the student's parent will be notified in writing that the record was released, the date of release, and the name and title of the person to whom it was released.

2. **Subpoena to Testify.** Any supervisor whose supervisee receives a subpoena to testify in juvenile court or in a DCF administrative hearing must grant the employee a court attendance leave.

3. **Subpoena/Court Order for Records.** When the school receives a subpoena or court order for records, the principal or designee shall promptly provide a copy of the subpoena or court order to the Law Department. The principal or designee shall collect all documents that are responsive to the subpoena or court order and shall provide these documents to the Law Department. The Law Department will respond to the subpoena or court order.

#### **L. Upon Notification of the Result of the DCF Investigation**

1. If the school receives written notice that a Hotline report about a student was "indicated" by DCF, the principal shall direct the school clerk to place the notice in the student's temporary school record.

2. If the school receives written notice that a Hotline report about a student was "unfounded" by DCF, the principal shall direct the school clerk to remove any documentation of the report from the student's school record and return that documentation to DCF.

### **III. INTERNAL REPORTING AND INVESTIGATIONS OF EMPLOYEES, VOLUNTEERS AND CONTRACTORS SUSPECTED OF CHILD ABUSE OR NEGLECT**

#### **A. School Investigators**

1. Principals, supervisors, vendors, or contractors must cooperate with authorized investigators by making their employees and volunteers available for interviews, participating in requested interviews and providing requested information and documentation.
2. Employees, volunteers, vendors, and contractors must cooperate fully with authorized investigators. Employees who fail to cooperate are subject to appropriate discipline.

#### **B. Removing Employees, Volunteers, Vendors, and Contractors from Contact with Students Pending an Investigation**

1. When an employee, volunteer, vendor, or contractor is alleged to have abused or neglected a student, the authorized investigator will request removal of the respondent pending the outcome of the investigation to the Title IX Officer, or their designee.
2. When an employee, volunteer, vendor, or contractor is removed pending the outcome of the investigation appropriate notice will be sent to the employee, volunteer, vendor or contractor.

### **IV. PENALTIES**

A. Mandated reporters who fail to report suspected child abuse, neglect, grooming, sexual misconduct, or any other inappropriately intimate interactions or behaviors between an adult and child, or boundary violations as outlined in this Policy may be subject to discipline, up to and including dismissal. The The Learning Academy of Santa Rosa Board of Directors reserves the right to discipline employees for incidents of child abuse or neglect which are substantiated by authorized investigations, even if the reports about those incidents are determined to be “unfounded” by DCF.

B. Any Principal or other Supervisor who discourages a mandated reporter from reporting suspected child abuse or neglect to DCF, or who asks a mandated reporter to modify the reporter’s report, shall be subject to discipline, up to and including dismissal.

C. Any mandated reporter who willfully fails to report suspected child abuse or neglect is guilty of a felony of the 3<sup>rd</sup> degree.

### **V. DELEGATION**

The The Learning Academy of Santa Rosa Board of Directors delegates to the Chief Executive Officer or his/her designee authority to create guidelines as necessary to implement and enforce this policy.

## EMPLOYEE MANUAL ACKNOWLEDGEMENTS AND AGREEMENTS

EMPLOYEE NAME: (PRINT) \_\_\_\_\_

SCHOOL NAME: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

**EMPLOYEE MANUAL:** I have reviewed and/or printed the Employee Manual. I agree to abide by the contents until otherwise notified in writing by the Board of Directors/Governors. I understand that the policies and benefits described are not intended to be all-inclusive and may be subject to change. I understand that the policies contained herein do not in any way constitute and should not be construed as a contract of employment or a promise of employment between this school and me. I am free to leave at any time, and the school has the same right to end the employment relationship without cause or notice. I agree to abide by the Arbitration Policy when an employment dispute cannot be resolved informally.

**AT-WILL EMPLOYMENT:** I understand that my employment is At-Will. Employment dates are used as a convenience and do not bind either the employee or employer to a specific time period. I am free to terminate my employment at any time, with or without reason. Likewise, the school has the right to terminate my employment, or otherwise discipline, transfer, or demote me at any time, with or without reason, at its discretion.

**DOCUMENTS:** I acknowledge that I have read, understand and agree to comply with official documents including: Policy of Non-Discrimination/Non-Harassment Including Sexual Harassment; Florida Educator's Code of Ethics and Principles of Professional Conduct; School Plan for Health and Safety-including blood borne pathogen information and Required Use of Universal Precautions; District's Student Progression Program; District's Student Code of Conduct; Professional Obligations and Reporting Misconduct; School/Management Group Directives.

**CONFIDENTIALITY REQUIREMENT:** I understand that any information I receive is proprietary and critical to the success of this school and must not be repeated, distributed or otherwise used outside the school's premises with non-employees or employees who have no legitimate professional interest (as determined by administration and law). No information about students will be divulged except when required in my assigned professional duties. In the event of termination of employment, whether voluntary or involuntary, I hereby agree NOT to acknowledge, utilize or exploit any information I may have obtained during the course of employment.

**REPORTING:** I understand that I am obligated to immediately report any suspected child-abuse/neglect to the appropriate authorities by calling the Florida Hot Line. I am obligated to appropriately report potential safety hazards, violations of health and safety policy and participate in 20 emergency drills. In compliance with Florida Law, I will report suspected Misconduct by school employees to appropriate authorities.

**ABUSE:** I acknowledge that I have read, understand and agree to comply with the School's Abuse Policy. I understand the consequences of any violations of the rules and policies of the school. I also understand that the failure to promptly report suspected abuse, abandonment, or neglect can result in criminal charges for a first-degree misdemeanor. I also understand how to report incidents described in the policy and how to report any retaliation committed against me, an employee, teacher, volunteer, or any other person while exercising my rights and legal responsibly to report abuse, neglect, and or sexual molestation.

**All employees are required to indicate their understanding and agreement by signing/dating the below. A copy will be provided to the employee upon request.**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_