

# **Pike Creek Charter Employee Handbook**

**Pike Creek Charter**



## **I. WELCOME AND INTRODUCTION TO HANDBOOK**

We are pleased to have you join us at Pike Creek Charter School (PCC). We have always emphasized that outstanding people are the key to our success. Through the efforts of our people, PCC will become a leader in the education community. To ensure success, we feel it is important that all employees understand our policies and procedures. This employee handbook will familiarize you with the various aspects of working with PCC. We encourage you to use it as a valuable resource for understanding the School. We feel it will also be a useful reference document for all employees.

**THE POLICIES AND PROCEDURES CONTAINED IN THIS MANUAL CONSTITUTE GUIDELINES ONLY, FOR THE CONDUCT OF OUR BUSINESS AND ARE NOT A CONTRACT, IMPLIED OR EXPRESS, BETWEEN PCC AND ANY OF ITS EMPLOYEES.**

It is obviously not possible to anticipate every situation that may arise in the work place or to provide information that answers every possible question. In addition, circumstances will undoubtedly require that policies, practices, and benefits described in this manual change from time to time.

**THE SCHOOL RESERVES THE RIGHT, WHETHER IN AN INDIVIDUAL CASE OR MORE GENERALLY, TO MODIFY, SUPPLEMENT, REDUCE, OR RESCIND ANY PROVISION OF THIS MANUAL, IN WHOLE OR IN PART, FROM TIME TO TIME AS IT DEEMS NECESSARY OR APPROPRIATE IN ITS DISCRETION. ANNOUNCEMENTS OF CHANGES WILL BE MADE IN WRITING TO EMPLOYEES THROUGH STANDARD COMMUNICATION CHANNELS, BUT ADVANCE NOTICE MAY NOT ALWAYS BE POSSIBLE. MOREOVER, PERSONNEL ACTIONS TAKEN OR DECISIONS MADE WILL NOT NECESSARILY BE REVERSED OR MODIFIED IF THESE POLICIES AND PROVISIONS ARE NOT FOLLOWED.**

No agent or other representative of Pike Creek Charter, except the Principal of the school has the authority to make any promises, representations or statements concerning employment for a specified period of time or contract to the policies outlines in this Handbook. Further, any such promise, representation or state by the Principal must be in writing and signed by both parties.

## **II. MISSION AND VISION**

PCC is a tuition free charter school serving middle school students in grades 6-8. PCC' mission is to promote pre-adolescent student achievement through rigorous academic instruction while incorporating wellness and fitness strategies. Through the utilization of the mission, our vision is to ensure our students are prepared to succeed in the most prestigious academic setting and are prepared to lead a healthy and physically active lifestyle. PCC approach is based on research that proves physical activity fosters and conditions the brain for learning. Kinesthetic movements will be incorporated into all subjects and will create engaging, rigorous and research proven instruction. The inclusion of physical activity and wellness into lessons helps our students to make healthy and positive choices routinely and continuously throughout their lives. It is our goal that the PCC students, staff, families, and the surrounding community benefit from the rigorous academics, infused physical activity and wellness education in that it develops life-long healthy learners.

### **III. NON-DISCRIMINATION POLICY**

#### **A. EQUAL EMPLOYMENT OPPORTUNITY**

PCC maintains a strong policy of equal employment opportunity for all employees and applicants for employment. We hire, train, promote and compensate employees on the basis of competence and potential for advancement, without regard for race, color, religion, sex, sexual orientation, pregnancy, national origin, age, marital status, non-job-related disability, citizenship, military or veterans' status, as well as other classifications protected by applicable federal, state or local laws.

Our equal employment opportunity philosophy applies to all aspects of employment with PCC including recruiting, hiring, training, promotion, job benefits, pay, dismissal, and social and recreational activities.

#### **B. HARASSMENT-FREE WORKPLACE POLICY**

##### **1. HARASSMENT AND DISCRIMINATION PREVENTION**

PCC cannot and will not tolerate harassment, discrimination, or inappropriate conduct of any kind based upon race, color, religion, sex, sexual orientation, pregnancy, age, national origin, marital status, citizenship, military or veterans' status, non-job-related disability or other classification protected by applicable federal, state, or local laws. Moreover, PCC cannot and will not tolerate physical contact, of a sexual nature or otherwise, that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. This policy prohibits all persons from discriminating against, harassing, or otherwise acting inappropriately towards any employee, applicant for employment, client, customer, or visitor to the School on the basis of any protected status described above. Although this policy sets forth our goals of promoting a workplace that is free of harassment and discrimination, it is not designed or intended to limit the School's authority to discipline or take remedial action for workplace conduct that the School deems unacceptable, regardless of whether or not the conduct constitutes unlawful harassment or discrimination.

##### **2. RESPONSIBILITIES AND INVESTIGATION**

All employees are expected to immediately report the facts of any perceived harassment or discrimination (or retaliation) by a co-worker, supervisor, agent of the School, or others against themselves or another employee to his/her supervisor, the Principal or to any member of Board of Directors (see below Section (C) – Complaint Procedure), without fear of reprisal. Confidentiality regarding a claim of harassment, and the facts of the incident(s) giving rise to the claim, shall be maintained to the fullest extent permitted by the circumstances. PCC will promptly investigate the allegations, and appropriate action shall be taken, up to and including termination of employment. **PCC expressly prohibits any form of retaliation**

**against any employee for filing a bona fide complaint under this policy, or for assisting or participating in a complaint investigation.** However, if after investigating any complaint of harassment or unlawful discrimination, PCC determines that the employee has intentionally provided false or misleading information regarding the complaint, corrective action may be taken against the individual who filed the complaint or who gave the false or misleading information.

### **3. SEXUAL HARASSMENT PREVENTION**

#### **Purpose:**

- To provide a work environment free of sexual harassment for all employees and to affirm management's responsibility to take action preventing and dealing with sexual harassment in the workplace.
- To outline employees' rights with respect to sexual harassment and to ensure all employees are aware of the seriousness and consequences of such harassment.
- To provide a process whereby a victim of sexual harassment may initiate a complaint.

#### **Definition:**

The various equal employment and human rights agencies have issued specific guidelines concerning sexual harassment. Essentially, these guidelines state that "unwelcome or unwanted sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature" will be considered harassment when:

- "Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment";
- "Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual"; or
- "Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment."

#### **Conduct Constituting Sexual Harassment**

Sexual harassment may be any singular or repeated comment, gesture, contact, or conduct of a sexual nature, which is known or should reasonably be known to be unwelcome. Sexual harassment targets gender and includes pregnancy and childbirth. Such conduct is usually one-sided and coercive, and may be overt or implicit. Depending on such circumstances as severity and pervasiveness, examples may include (but are not limited to) the following:

Sexual innuendo; touching or patting; sexually suggestive remarks or other verbal abuse about gender; demands for sexual favors; sexual assault; implicit or actual threats to the recipient or to his/her job; offensive material or language whether written or visual such

as graffiti or degrading pictures; placing a condition of a sexual nature on employment, rewards, avoidance of corrective action or opportunities for training, transfers, or promotion; and unwelcome sexual advances by customers, clients, vendors, or other visitors to the School when such advances are condoned, either explicitly or implicitly, by the School.

**C. COMPLAINT PROCEDURE**

PCC encourages prompt reporting of any incident that is perceived as harassment and/or discrimination or that might otherwise violate this policy. PCC will investigate all such incidents regardless of when they are reported. However, it is important to note that delayed reports often hinder and even jeopardize PCC' ability to adequately investigate and remedy such complaints because documents and/or information may no longer be available, witnesses or employees may move or leave and become unavailable, and memories may fade.

If an employee wishes to make a complaint or believes he or she has been subject to any behavior that violates this policy, PCC will respond promptly and the following procedure is applicable:

An employee should report the incident to his/her supervisor. If an employee does not wish to report the incident to his/her supervisor for whatever reason, including if his/her supervisor is the source of the alleged harassment, the employee must bring the complaint to the Principal or any member of the Board of Directors.

The School shall immediately investigate the complaint in as confidential a manner as possible. Any employee registering a complaint or any employee providing information as part of the investigation of the complaint will not be subject to any form of retaliation, or threat of retaliation, for reporting the incident or providing the information. If the investigation of a complaint results in a finding that harassment or other inappropriate conduct has occurred, PCC will take the necessary and appropriate remedial action to end the conduct and prevent it from occurring in the future. Remedial action may include corrective/disciplinary action, up to and including termination of employment.

**EVERY EMPLOYEE HAS A PERSONAL RESPONSIBILITY TO ENSURE THAT OUR WORKPLACE IS FREE FROM DISCRIMINATION AND HARASSMENT, SEXUAL OR OTHERWISE, AS DESCRIBED IN THIS POLICY AND TO COMPLY WITH THE TERMS OF THIS POLICY.**

## IV. EMPLOYMENT STATUS

### A. EMPLOYMENT AT PCC

It is the goal of PCC to provide a positive work environment and a solid economic foundation upon which all employees may build a future. However, the School is also aware that personnel changes are sometimes initiated by employees and management alike. It is the School's policy that employment shall continue only so long as it is mutually agreeable to the employee and the School.

**THAT IS, EITHER THE EMPLOYEE OR THE SCHOOL MAY TERMINATE YOUR EMPLOYMENT AT ANY TIME, FOR ANY REASON WHATSOEVER, OR NO REASON, AND WITH OR WITHOUT NOTICE. IN ADDITION, THIS "AT-WILL" RELATIONSHIP CANNOT BE ALTERED UNDER ANY CIRCUMSTANCES. THIS HANDBOOK IS NOT INTENDED TO ALTER THE AT-WILL RELATIONSHIP.**

*THIS HANDBOOK IS NOT INTENDED AND SHOULD NOT BE CONSIDERED AS A CONTRACT OF EMPLOYMENT AND DOES NOT IMPLY COMMITMENT OR ENTITLEMENT TO EMPLOYMENT BY THE SCHOOL. NO ONE OTHER THAN THE CHAIRMAN OF THE BOARD OF DIRECTORS HAS AUTHORITY TO ENTER INTO ANY AGREEMENT FOR EMPLOYMENT FOR ANY SPECIFIED PERIOD OF TIME OR TO MODIFY OR MAKE ANY AGREEMENT CONTRARY TO THIS PARAGRAPH AND/OR THE PARAGRAPH IMMEDIATELY ABOVE THIS ONE.*

**B. INTRODUCTORY PERIOD/NEW EMPLOYEES**

Full-time employees are subject to a 90-day introductory period to verify skills, capabilities and suitability for our school. Likewise, this gives new employees the opportunity to evaluate Pike Creek Charter as a place to work. The designation of this time frame does not constitute any obligation on the part of the school to retain the employee until the end of the period specified nor for any period thereafter. As previously stated in this Handbook, during the introductory period as at any time during employment, either PCC or the employee may terminate the working relationship without cause and without advance notice. On or before the end of the 90 days, the school may extend the introductory period for additional time at its discretion.

**C. EMPLOYMENT CLASSIFICATIONS**

It is PCCs’ practice to maintain various classifications of employees, primarily to assist in defining our practices and benefits. As stated above, employees are also considered to be Introductory Employees for at least the first 90 days of their employment. Regardless of classification, all employees remain in an “at-will” status.

Each employee is either exempt from federal and state wage and hour law or not:

<b>Non-Exempt Employee:</b>	<b>An employee who is entitled to overtime pay under the specific provisions of federal and state laws, and is required to report all of his/her hours worked.</b>

<b>Exempt Employees:</b>	<b>Employees who are exempt from federal and state overtime provisions and do not receive pay for overtime worked.</b>
<b>Regular, Full-time:</b>	<b>An employee who is regularly work 40 or more hours on an ongoing weekly basis. Generally, full-time employees are eligible for the School's benefit package, subject to the terms, conditions and limitations of each benefit program.</b>
<b>Regular, Part-time:</b>	<b>An employee regularly scheduled to work less than 40 hours per week. Part-time employees are ineligible for benefits, except as set forth by the terms, conditions and limitations of each benefit program.</b>
<b>Temporary:</b>	<b>An individual who is hired as an interim replacement to temporarily supplement the workforce. Assignments in this category are of a limited duration not to exceed 90 days at a time and such positions are not eligible for the School benefit package. Employees in this category may only be hired through an authorized temporary services School.</b>

**D. CERTIFICATIONS AND LICENSING**

Applicants and/or prospective employees will be advised if there are any licensing, certifications, or testing requirements for their job. Failure to qualify or to maintain a certification or license or to successfully complete a test will be sufficient cause for discharge. These requirements may change from time-to-time as deemed appropriate by the School.

**E. BACKGROUND CHECKS**

All prospective and current employees will be subject to credit and/or criminal background checks as required by law or relevant to the position.

## V. EMPLOYMENT POLICIES

### A. COMPUTERS, E-MAIL AND THE INTERNET

The following policy governs the use of all School-owned computers and e-mail systems, electronic communications, and Internet access via School computers and/or data lines.

#### 1. School Property

All PCC computers, e-mail facilities, and Internet access accounts are the School's property to be used to facilitate the business of the School. In addition, all software that has been installed on School computers and any data collected, downloaded and/or created on School computers is the exclusive property of the School and may not be copied or transmitted to any outside party or used for any purpose not directly related to the business of the School. Upon termination of employment, no employee shall remove any software or data from School-owned computers.

#### 2. Proper Use

Employees are strictly discouraged from using School computers, e-mail systems, and Internet access accounts for personal reasons and prohibited from using such equipment for any improper purpose. Some specific examples of prohibited uses include, but are not limited to:

- Transmitting, retrieving, downloading, or storing messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment;
- Making threatening or harassing statements to another employee, or to a vendor, client, or other outside party;
- Sending or receiving confidential, proprietary or copyrighted materials without prior authorization;
- Soliciting personal business opportunities, or personal advertising;
- Gambling, monitoring sports scores, or playing electronic games;

- Installing inappropriate screen savers;
- Using abusive, objectionable, or inappropriate language in either public or private communication; and
- Taking part in any non-professional activity that could cause congestion or disruption of PCC's network and systems.

### **3. Monitoring**

Employees should expect that all information created, transmitted, downloaded, received or stored in School computers may be accessed by the School at any time without prior notice. This policy specifically includes access to, and monitoring of, all employee messages such as those sent from personal e-mail accounts on workplace computers.

Employees should not assume that they have an expectation of privacy or confidentiality in such messages or information (whether or not such messages or information is password-protected), or that deleted messages are necessarily removed from the system. All access, messages, and information can and will be reviewed by the School, at any time without notice, for example, to enforce this policy, to prevent harassing and threatening messages, for investigations, for security system checks, for maintenance/troubleshooting, and for enforcement of all School policies and procedures.

### **4. System Integrity**

Because outside disks and downloads from the Internet may contain viruses, employees are not permitted to use personal disks or copies of software or licensed data in any form on any School computer without first (1) obtaining specific authorization from the School's IT Manager, Business Manager or the Principal; (2) scanning the data for viruses. Any employee who introduces a virus into the School's system via use of personal software or data will be held responsible.

### **5. Enforcement**

Violations of this policy may result in disciplinary action, up to and including termination. Employees who damage the School's computer system through its unauthorized use may additionally be liable for the costs resulting from such damage. Employees who misappropriate copyrighted or confidential and proprietary information, or who distribute harassing messages or information, may additionally be subject to criminal prosecution and/or substantial civil money damages. Despite any lenience in prior enforcement of this or related policies will not excuse any future violations or be a defense to enforcement.

## **6. Confidentiality**

All records and files of the School, computerized or otherwise, are property of the School and considered confidential. No employee is authorized to copy or disclose any file or record. Confidential information includes all letters or any other information concerning transactions with clients, client lists, payroll or personnel records of past or present employees, financial records of the School, all records pertaining to purchases from vendors or suppliers, correspondence and agreements with clients/customers and documents concerning operating procedures of the School. All telephone calls, letters, or requests for information about current or former employees should be immediately directed to the Human Resources.

## **7. Social Media**

The School has an interest in your electronic communications with coworkers, students, parents, vendors, suppliers, and competitors. Inappropriate communications, even if made on your own time, on your own computer, or through use of your own resources, may be grounds for discipline up to and including termination of employment. PCC encourages its employees to use good judgment when communicating via blogs, online chat rooms, networking Internet sites, social Internet sites, and other electronic and non-electronic forums (collectively “social media”). The following is a general and non-exhaustive list of guidelines you should keep in mind.

1. Make it clear that the views expressed in social media are yours alone. Do not purport to represent the views of the School in any fashion.
2. Do not disclose confidential or proprietary information regarding the School, your coworkers or the School's vendors and suppliers. Use of copyrighted or trademarked School information, trade secrets, or other sensitive information may subject you to legal action. If you have any doubt about whether it is proper to disclose information, please discuss it with your supervisor.
4. Do not use School logos, trademarks, web addresses, email addresses or other symbols in social media. You may not use the School name or other identifying information to endorse, promote, denigrate or otherwise comment on any product, opinion, cause or person. Be respectful of the privacy and dignity of your co-workers. Do not use or post photos of coworkers without their express consent.
5. Harassing or discriminatory comments, particularly if made on the basis of gender, race, religion, age, national origin, or other protected characteristic, may be deemed inappropriate even if the School name is not mentioned. If social media communications in any way may adversely affect your relationships at work or violate School policy, you may be subject to discipline up to and including immediate termination under various School policies.
6. Ensure that engaging in social media does not interfere with your work commitments.
7. Social media and similar communications have the potential to reflect on both you and the School. We hope that you will show respect for our employees, students, affiliates and competitors.

Nothing contained herein shall preclude an employee from engaging in conduct protected by Section 7 of the National Labor Relations Act.

**C. DRESS POLICY**

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Our students' satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct students contact, you represent the School with your appearance as well as your actions. The properly attired individual helps to create a favorable image for the School, to the public and fellow employees. Professional dress is expected. Since students are not allowed to wear jeans, we ask that teachers do not wear jeans. We ask staff to refrain from wearing low-cut outfits that reveal body parts (breasts, midriffs, buttocks, etc.).

**D. PERSONAL HYGIENE**

Maintaining a professional, business-like appearance is very important to the success of our School. Part of the impression you make on others depends on your choice of dress, personal hygiene and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.

**E. REFERENCE CHECKS**

Our School will not honor any oral requests for references. All requests must be in writing and on School letterhead. Generally, we will only confirm our employees' dates of employment, salary history, and job title. Under no circumstances should an employee provide another individual with information regarding current or former employees of our School. If you receive a request for reference information, please forward it to the Principal.

**F. BULLETIN BOARD**

The school maintains a bulletin board in our facility lounge as an important source of information. This bulletin board is to be used for School announcements and government postings.

**G. CONTACT WITH MEDIA AND OUTSIDE AGENCIES**

All inquiries by the media and outside agencies regarding the School and its operations must be referred to the Principal and/or Board of Directors. No Employees, unless specifically designated by the Director and/or Board of Trustees, are authorized to make those statements. Any Employee wishing to write and/or publish an article, paper, or other publication on behalf of the School must first obtain approval from the Principal and/or Board of Directors before publication.

Employees may not contract with an outside agency for field trips, presentations or other school business without the permission of the Principal.

## **H. OFFICE SUPPLIES**

Our School maintains a stock of basic office supplies such as pens, paper clips, staples, note pads, etc. used on a day-to-day basis by employees. All office supplies will be provided to you by your supervisor.

If you need additional items not regularly stocked, please speak to your supervisor to place a special order.

All office supplies are for business use only and should not be removed from the office for non-business use. Violations of this policy may result in disciplinary action up to and including discharge.

## **I. EMPLOYMENT OF RELATIVES AND OFFICE RELATIONSHIPS**

PCC has no policy against the hiring of relatives. However, one general restriction has been established to help assure fair treatment of all employees. While we accept and consider applications for employment from relatives, close family members such as parents, children, spouses, domestic partners, or in-laws will not be hired into or transferred into positions where they directly or indirectly supervise or are supervised by another close family member.

## **J. JOB PERFORMANCE**

### **1. Performance Appraisals**

The school endeavors to evaluate the performance of its employees on a periodic basis. Newly hired employees may receive performance appraisals after the 90-day introductory period with more formal evaluation throughout the year using the Delaware Performance Appraisal System (DPAS II). Thereafter, all employees may receive performance appraisals several times a year.

### **2. Corrective/Disciplinary Action**

Generally, corrective/disciplinary action will be handled through one or more of the following three-steps:

- a. Verbal warning that employee is not performing up to acceptable standards.
- b. A written warning may be given to the employee for review and action if satisfactory improvements are not exhibited after a verbal warning.
- c. If the employee's performance does not improve to an acceptable level after a written warning, or where, at the discretion of management, preliminary warnings are not warranted; further action will be taken, including suspension or termination.

In all cases, PCC reserves the right, in its sole discretion, to bypass any step in the above process or to implement termination of employment without prior warning for any misconduct. The

level of corrective or disciplinary action taken will depend upon several factors, including the nature of the conduct or violation, the facts and circumstances surrounding the conduct or violation, and the previous record of corrective/disciplinary actions.

**K. TERMINATIONS**

The School hopes to develop longstanding, mutually beneficial relationships with its employees. However, employment at the School is not guaranteed for any length of time, regardless of seniority. Just as you are free to leave for any reason, we reserve the same right to end our employment relationship with you at any time, with or without notice, for any reason.

The employee is expected to give a minimum two weeks notice before voluntarily terminating employment. Failure to give notice will result in ineligibility for re-hire.

**L. RELEASE OF INFORMATION**

Except for records and information we are legally required to provide to government agencies, no information about our employees will be released unless there is a signed authorization form from the employee on file. Additionally, the request must be in writing. Requests for phone verification of employment, length of employment, salary and home address, are to be forwarded to Human Resources. We will only verify the requesting party's information as true or false. Once again, we will not disclose any information unless you have notified us to do so in writing. In regard to requests sought by prospective employers of former employees, absent a signed authorization by the former employee, PCC will only confirm dates of employment, job title, and salary/wages.

**M. PERSONNEL FILES**

PCC maintains up-to-date personnel files on all employees. It is important to keep your records as current as possible because this information is used for benefits administration, notification in case of emergency, snow days, etc. We respect your right to have your personnel information treated confidentially.

Please notify PCC if there are any changes in:

Home Address	Telephone Number
Emergency Contact	Marital Status
Number of Dependents	Military Status

You may review your personnel file by contacting the Human Resources and arranging a mutually agreeable time to do so.

**N. PARKING**

PCC employees are required to park in the School's parking lot in his/her assigned parking spot.

**O. SEARCHES**

To protect the property and to ensure the safety of all employees, students and the School, the School reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or

articles carried to and from the School's property. In addition, the School reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the School, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the School.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the School's security procedures or any other School rules and regulations.

**P. SIGNING IN AND OUT**

A daily sign in/sign out sheet is used to maintain an accurate record of who is in the building. Please sign in and out whenever you enter or leave our building.

You must sign yourself in and out. Please do not ask anyone else to sign in and out for you.

**VI. WAGE AND SALARY POLICIES/INFORMATION**

**A. OVERTIME AND PAY DAYS**

All Non-Exempt Employees will be paid overtime pay in accordance with federal and state wage and hour laws. Overtime is paid at a rate of one and a half times base rate (time and a half) for every hour worked over forty (40). All non-working time, such as vacation, personal days, holidays, bereavement, and jury duty, shall not count as hours worked for overtime purposes. Exempt Employees are not entitled to receive overtime pay.

The normal paydays are the 15<sup>th</sup> and the last day of the month. When payday falls on a holiday, paychecks will be distributed or deposited on the last working day prior to the holiday.

**B. DEDUCTIONS FROM SALARY OF EXEMPT EMPLOYEES**

Certain employees of the School are classified as "exempt" from the overtime provisions of the Fair Labor Standards Act by virtue of their job duties and level and type of compensation. Generally, these employees are compensated with a fixed salary paid on a weekly or biweekly basis. The School's exempt employees' salaries are intended to include compensation for all hours worked. The School intends to pay its exempt employees on a salary basis and will not make deductions that are prohibited by the Fair Labor Standards Act.

**General Rule: Deductions from Salary are Prohibited**

Generally, deductions from the salary of an exempt employee are prohibited. However, there are exceptions.

**Exceptions to the General Rule**

Exceptions to the general rule prohibiting deductions from salary include:

- Deductions may be made for one or more full day absences for personal reasons, other than sickness and disability.
- Deductions may be made for one or more full day absences because of sickness or disability if such deductions are made under a bona fide plan, practice or policy of providing wage replacement benefits for these types of absences.
- Deductions may be made for Family and Medical Leave Act (FMLA) leave, including intermittent or partial day leave.
- Deductions may be made to offset payment amounts for jury duty, witness fees and military pay (but not for travel and parking).
- Deductions may be made for penalties or suspensions imposed in good faith for violations of safety rules of “major significance.”
- Deductions may be made for full day disciplinary suspensions imposed in good faith for violations of written workplace conduct rules, including, for example, violations of the School’s Harassment-Free Workplace Policy or Workplace Violence Policy.
- Deductions may be made for portions of the first and last weeks of employment that an employee does not actually work.
- An exempt employee need not be paid for any work week in which he or she does no work at all.

These “exceptions” allow the School, in the above-described circumstances, to reduce an exempt employee’s salary. This policy is not intended to alter the Company’s policy and practices relating to the use and/or reduction of employees’ paid time off/vacation/sick leave banks.

### **Improper Deductions From Salary**

Deductions that are not permitted include:

- Deductions for partial day absences (except as relate to approved FMLA leave).
- Deductions for variations in the quality of work.
- Deductions for variations in the quantity of work.
- Deductions for absences created or caused by the School or by the operating requirements of the business.

Improper deductions are a serious violation of School policy. The School encourages all employees to report any allegedly improper deductions from an exempt employee's salary immediately and pursuant to the complaint procedure described below.

### **Complaint Procedure**

If an exempt employee believes that improper deductions were made from his or her salary, the employee should complain about the improper deductions immediately to Human Resources or the Business Manager.

Upon receiving a complaint, the School will conduct a prompt investigation of the allegedly improper deduction from salary. The School will take corrective action when it has reason to believe that, based on its investigation; there has been a violation of this policy. The School may impose appropriate disciplinary measures upon any employees responsible for the improper salary deductions. If the School finds that improper deductions were made from an exempt employee's salary, the School will reimburse the employee for the improper deductions and will renew its commitment, in good faith, to comply with the requirements of this policy in the future.

The School strictly prohibits retaliation against any employee for making a complaint of violation of this policy or for participating in the investigation of such a complaint. Employees who engage in retaliation in violation of this policy will be subject to discipline, up to and including termination of employment.

### **Questions:**

If an employee has a question regarding this policy or how it relates to paid time off, vacation, sick leave or other School benefits and policies, please talk to Human Resources or the Business Manager.

### **C. WORK SCHEDULE**

All employees are expected to report to work on time, on all scheduled days and during all regular work hours. If an employee is unable to work or will be late to work, it is expected that the Principal or his/her designee will be contacted at least one hour prior to the regularly scheduled starting time.

The standard workweek is five (5) days, 40 hours per week. The normal workday will begin at 7:00 a.m. and end at 3:45 a.m. Please check with your supervisor for you specific schedule. Employees are given a 50 minute planning period as well as a 30 minute lunch break each day, which will not be counted as hours worked. In extenuating circumstances employees may be expected to arrive early or stay late to finish work. The overtime policy for no-exempt employees does not take effect until 40 hours have been worked in a week, excluding lunch breaks.

**D. WAGES AND WAGE INCREASES**

PCC considers a wide variety of factors when setting salary for staff that is based off a revised version of the Red Clay School District Pay School. Along with these revisions, other considerations include:

- Level of Education
- Years of Teaching Experience

## **VII. EMPLOYEE BENEFITS AND SERVICES**

PCC employees will be eligible to receive the same benefits as state employees including medical, dental and vision insurance plans. For additional information, please see the Benefits brochure. Full-time employees are eligible for all benefit plans in accordance with the specific waiting periods and coverage provisions enforced by the specific insurance providers. Part-time employees, those who work a minimum of twenty (20) hours per week are eligible for certain benefits on a prorated basis. Part-time employees who work less than twenty (20) hours per week are not eligible for benefits.

### **A. HOLIDAYS**

Please see school year calendar for holiday schedule

### **B. PAID DAYS OFF**

Employees will accrue 1 Paid Day Off a month for their employment up to ten (10) days per school year. Unused Paid Days Off can be rolled over to the following year.

If you are out of school for any non-scheduled appointment due to an uncontrollable situation (i.e., illness, snow conditions, sick child, car problems, etc.) you must call the Principal by 6 a.m. and complete a "Request For Time Off" form when you return to work.

Repeated absenteeism and/or tardiness may lead to disciplinary action, up to and including termination.

### **C. FAMILY AND MEDICAL LEAVE POLICY**

PCC has adopted this policy to implement the terms of the Family and Medical Leave Act of 1993 (FMLA). Eligible employees are entitled to family and medical leave on the terms and conditions stated in this policy, the regulations issued by the Department of Labor under the FMLA and in PCC' other applicable leave policies.

#### **A. Definitions:**

For purposes of this policy, the following definitions apply:

1. **"Eligible Employee"** means an individual who has been employed by PCC for at least 12 months, has worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the requested leave, and is employed at a worksite with at least 50 employees within 75 miles of that worksite.
2. **"FMLA Leave"** means leave that qualifies under the Family and Medical Leave Act of 1993, as amended by the National Defense Authorization Act of 2008, Pub. L. 110-181, and the Department of Labor's regulations and is designated by Pike Creek Charter as so qualifying.

3. **"Leave Year"** means the 12-month period measured backward from the date each employee's leave commenced.
4. **"Serious Health Condition"** means an illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider.
5. **"Inpatient Care"** means an overnight stay in a hospital, hospice or residential medical care facility, including a period of incapacity or any subsequent treatment in connection with the inpatient care.
6. **"Continuing Treatment"** includes any one or more of the following:
  - a. 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 by a health care provider two (2) or more times within 30 days of the first day of incapacity; or
    - ii. Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of a health care provider;
  - b. A period of incapacity due to pregnancy or prenatal care;
  - c. A period of incapacity or treatment for such incapacity due to a chronic serious health condition;
  - d. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or
  - e. Any period of absence to receive multiple treatments by a health care provider.
7. **"Covered Service member"** means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or a veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness for up to five (5) years after the veteran left military service.
8. **"Covered Military Member"** means the employee's spouse, son, daughter or parent on active duty or call to active duty status.

9. **"Active duty or call to active duty"** means duty under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as either a member of the reserve components, or a retired member of the Armed Forces or Reserve.
10. **"Serious Injury or Illness,"** in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or an existing or pre-existing injury or illness that is aggravated in the line of duty during active duty service) that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
11. **"Qualifying Exigency"** means one or more of the following circumstances:
  - a. Short-notice deployment - to address any issues that may arise due to the fact that Covered Military Member received notice of the deployment seven (7) or less calendar days prior to the date of deployment;
  - b. Military events and related activities - to attend any official ceremony, program, or event sponsored by the military that is related to the Covered Military Member's active duty; or to attend family support or assistance programs and informational briefings sponsored by the military;
  - c. Child care and school activities - to arrange for alternative childcare; to provide childcare on an urgent or immediate basis; to enroll or transfer a child to a new school; and to attend meetings with school staff that are made necessary by the Covered Military Member's active duty or call to active duty;
  - d. Financial and legal arrangements - to make or update financial or legal arrangements related the Covered Military Member's absence while on active duty; and to act as the Covered Military Member's representative with regard to obtaining, arranging or appealing military benefits;
  - e. Counseling - to attend counseling sessions related to the Covered Military Member's deployment or active duty status;
  - f. Rest and recuperation - to spend up to five (5) days with a Covered Military Member who is on short-term, temporary rest and recuperation leave;
  - g. Post-deployment activities - to attend ceremonies and reintegration briefings for a period of 90 days following the termination of the Covered Military Member's active duty status; and to address issues arising from the death of a Covered Military Member ; and/or

h. Other activities that the School and employee agree qualify as an exigency.

B. Reasons for FMLA Leave:

An Eligible Employee is entitled to a total of 12-weeks of unpaid leave during each Leave Year in the event of one or more of the following:

1. The birth, adoption or placement for foster care of a son or daughter of the employee and to care for such child. (Leave must be taken during the 12-month period following the birth or placement, and must be taken in a single consecutive period and may not be taken intermittently or on a reduced schedule.)
2. A serious health condition of a qualifying family member, i.e. spouse, son, daughter or parent of the employee, if the employee is needed to care for such family member.
3. A serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of his or her job.
4. Any "qualifying exigency" arising out of the fact that an employee's spouse, parent, son or daughter is a current member of the National Guard or Reserves or is an ordinary or retired member of the Regular Armed Forces and: (1) is on active duty or has been called to active duty in the Armed Forces in support of a contingency operation; or (2) has been deployed to a foreign country.

An Eligible Employee is entitled to a total of 26-weeks of unpaid leave during a single 12-month period to care for a parent, son, daughter, spouse or next of kin who is a Covered Service member, regardless of whether the employee has taken leave for another FMLA qualifying reason in the past 12-months.

Any leave taken under one or more of these circumstances will be counted against the employee's total entitlement to FMLA leave for that Leave Year.

C. Paid Leave Benefit Coordination with FMLA Leave:

FMLA leave under this policy is generally unpaid leave. If, however, the employee is eligible for any paid leave under any other benefit programs such as accrued vacation, unused sick or personal days, the employee will be required to exhaust the paid leave upon the commencement of, and concurrently with, FMLA leave (unless the employee's own serious health condition has caused the leave and the employee is receiving workers' compensation benefits). Paid leave will run concurrently with and be counted toward the employee's total 12-week or 26-week period of FMLA leave.

Employees on leave that qualifies both as workers' compensation and FMLA leave who are offered a light duty position will have the option of remaining on FMLA leave without pay (and foregoing the light duty position and additional workers' compensation benefits) or accepting the light duty position. If the employee accepts the light duty position, then the employee's right to job restoration (as described below) runs through the end of the applicable Leave Year. If the employee accepts light duty, then he/she retains the right to be restored to the same position the employee held at the time his or her FMLA leave commenced or to an equivalent position.

D. Intermittent or Reduced Scheduled Leave:

FMLA leave may be taken intermittently or on a reduced work schedule basis. If FMLA leave is taken intermittently or on a reduced schedule basis, then PCC may require the employee to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave due to foreseeable medical treatment.

Every employee is obligated to make a reasonable effort to schedule medical treatment so as not to unduly interrupt the School's operations. Any employee who needs an intermittent or reduced schedule leave shall submit an application for such leave on a form supplied by PCC at the time described above. The employee shall also, within the time limits set forth, furnish PCC with the proper medical certification on Form WH-380-E, which will be supplied by PCC, regarding the need for such intermittent or reduced schedule leave. As in the case for other FMLA leaves, PCC may require a second or third medical certification. Prior to the commencement of any intermittent or reduced schedule leave, the employee requesting intermittent or reduced scheduled leave must advise the School of the reasons why the intermittent/reduced scheduled leave is necessary and of the schedule for treatment, if applicable. The employee and PCC shall attempt to work out a schedule for such leave that meets the employee's needs without disrupting PCC's operations.

E. Employee Notice Requirement:

Employees are required to provide PCC with sufficient information to make it aware that the employee needs FMLA-qualifying leave, and the anticipated timing and duration of the leave. Sufficient information may include the following: that the employee is unable to perform his or her job functions; that the employee's family member is unable to perform his or her daily activities; that the employee or his or her family member must be hospitalized or undergo continuing treatment; or the circumstances supporting the need for military family leave. When an employee seeks leave due to a FMLA-qualifying reason for which PCC has previously provided FMLA-protected leave, the employee must specifically reference the qualifying reason for the leave and the need for "FMLA" leave.

If the need for leave is foreseeable, the employee is required to provide such notice to the Office Administrator at least 30 days before the commencement of the leave, unless impracticable to do so under the circumstances, in which case notice must be given as soon as possible, generally the same or the next business day. The employee also must follow any School policy requiring advance notice, reasons for leave and anticipated start and duration of the leave.

Failure to provide advance notice or follow PCC' policy when the need for leave is foreseeable may result in delay or denial of FMLA leave. If the leave is not foreseeable, the employee must provide notice to PCC of need for leave as soon as practicable, and must follow the School's normal call-in procedures, as set forth in the Attendance provision of this Handbook. Failure to follow PCC' call-in procedures, absent unusual circumstances, will result in delay or denial of the leave.

In case of planned medical treatment for a serious health condition, the employee is required to make a reasonable effort to schedule the treatment so as not to disrupt the operations of PCC.

Employees are required to give additional notice as soon as practicable whenever there is a change in the dates of scheduled leave. PCC requires that the employee's health care provider complete a fitness-for-duty certification that specifically addresses whether the employee is able to perform the essential functions of his or her job before the employee can return to work. If PCC has a "reasonable safety concern," it may also require periodic fitness-for-duty certifications prior to the employee's return from intermittent FMLA leave, up to once every 30 days. A "reasonable safety concern" means a reasonable belief of significant risk of harm to the individual employee or others.

Upon receiving sufficient notice of an employee's need for FMLA-qualifying leave, Pike Creek Charter will notify the employee of his or her eligibility to take FMLA leave within five (5) business days of the request, absent extenuating circumstances. At this time, PCC will also provide the employee written notice of the employee's rights and obligations with respect to the leave (as well as providing copies of the required certification form).

F. Application and Medical Certification:

A leave to care for the employee's own serious health condition, or the serious health condition of a covered family member, must be supported by a medical certification completed by the health care provider for the employee or the covered family member. A qualifying exigency leave or a leave to care for a Covered Service member with a serious injury or illness must also be supported by a certification. PCC will provide the proper certification to the employee for his or her respective leave within five (5) business days of the employee's request for leave.

The employee must return a complete and sufficient copy of the appropriate certification to PCC within 15 calendar days of receiving the certification, unless it is not practicable. If the employee returns an incomplete or insufficient certification, then PCC shall advise the employee in writing what additional information is necessary to make the certification complete and sufficient. In order to cure the deficiency, the employee must then return a complete and sufficient certification to PCC within seven (7) calendar days. If the employee fails to cure a deficiency in a certification, or fails to return a certification, within the prescribed time period, PCC may deny the taking of leave.

A PCC representative (other than the employee's direct supervisor) may contact the employee's health care provider to clarify or authenticate the medical certification submitted for leave for the employee's own serious health condition or the serious health condition of a family

member. If PCC has reason to doubt the validity of a medical certification, the employee will be required to obtain a second or third opinion at the School's expense. Failure to comply with these certification requirements will result in the delay, denial or termination of leave.

An employee who will be on a FMLA leave for more than one (1) week is required to call the Office Administrator weekly to report when and if the employee expects to return to work. PCC may request recertification at any time during the course of the leave for the employee's own serious health condition, if: (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described in the previous certification have changed significantly, or (3) if PCC has reason to suspect that an employee on FMLA leave has fraudulently obtained the FMLA leave. If desired by PCC, a second or third certification in the manner provided above may be required. If the employee's leave to care for his or her own serious health condition or that of a family member is expected to last more than 30 days, PCC will require a new certification from the employee's health care provider when leave is scheduled to expire, or every 6 months, whichever occurs earlier. When the School learns of an FMLA reason for leave after a leave has commenced under another of PCCs' policies, PCC will designate the leave as FMLA-qualifying from the commencement of the leave. Employees are required to cooperate in providing PCC with information needed to make this determination.

G. Continuation of Group Health Benefits:

PCC will maintain the employee's coverage under a group health plan during the period of FMLA leave under the same terms and conditions as though the employee were actively working. During the leave, the employee will be required to continue to make all premium payments that he/she otherwise would have had to make if actively employed. Where feasible, PCC will advise the employee concerning the necessary arrangements for such payments prior to the commencement of the leave. If the employee fails to return to work following the expiration of FMLA leave for a reason other than a serious health condition or circumstances beyond the employee's control, PCC will be entitled to the repayment by the employee of any premiums paid by PCC during the leave. Failure to make timely premium payments may result in the termination of coverage.

An employee on FMLA leave should deliver payment of the employee's portion of such premium to the Office Administrator prior to the first work day of each month. Failure to make prompt payment of the employee's portion of such premium may result in the loss of medical insurance coverage for the duration of the FMLA leave, but upon the employee's return to work, the medical insurance will be restored as of the date that the employee returns. If the employee does not return from FMLA leave or returns to work, but does not remain an active employee for at least 30 days, PCC may seek to recover the amount paid for such insurance premiums from the employee.

An employee on FMLA leave shall be responsible for the payment of the full premium for all other insurance, pensions and other benefits. Failure of the employee to pay the entire premium for such items shall result in their lapse for the duration of the FMLA leave. If the employee returns from FMLA leave, all such insurance, pension and other benefits shall be restored without any break in service.

An employee shall not accrue any credit toward vacation or other benefits based upon time worked for the time that he or she is on FMLA leave.

H. Return to Work / Fitness-for-Duty Certification:

Consistent with PCCs' practice, before returning to work following a medical leave due to the employee's serious health condition, the employee will be required to present a fitness-for-duty certification from his/her health care provider that the employee is medically able to resume work and to perform the essential functions of his or her job. If the date on which an employee is scheduled to return to work from an FMLA leave changes, the employee is required to give notice of the change, if foreseeable, to PCC within two (2) business days of the change.

Subject to the limitations below, an employee returning from FMLA leave will be restored to the position of employment held when the leave commenced or to an equivalent position. Job restoration may be denied if conditions unrelated to the FMLA leave have resulted in the elimination of the employee's position or if the employee qualifies as a "key employee" (generally the highest paid 10% of the workforce). Key employees may be denied job restoration if it would cause substantial and grievous economic injury to PCC, in which case the key employee will be notified of this decision.

In summary, upon expiration of a FMLA leave, an employee who returns to work shall be restored to the same or an equivalent job, if the employee shall have:

1. Called the Office Administrator in accordance with terms above;
2. Furnished the Office Administrator with proper certifications and recertification in accordance with terms above;
3. Submitted to any second or third examination by a health care provider upon request of PCC;
4. Furnished the Office Administrator with a medical certification of the employee's ability to return to work and to perform the essential functions of the job; and
5. Returned to work immediately upon expiration of the FMLA leave.

Failure to call the Office Administrator weekly, to provide the required medical recertification or to return to work immediately upon expiration of a FMLA leave may result in termination of the employee. Failure to furnish a fitness-for-duty certification of the employee's ability to return to work and to perform the essential functions of the job may result in the delay of job restoration or the termination of the employee.

I. State Law

Some states have family and medical leave laws that may entitle employees to benefits different than those provided under PCCs' FMLA policy. Applicable law is based on the state in which you are employed, not the state in which you live.

J. Questions

Questions about this policy or eligibility for FMLA leave should be directed to the Office Administrator.

**D. OTHER NON-MEDICAL OR NON-FMLA LEAVES OF ABSENCE**

A non-medical or non-FMLA leave of absence is an extended time absent from work for personal reasons without loss of employment. Leave of absence is without pay. A written request for a leave of absence, providing full explanation of the circumstances, must be presented to PCC at least two weeks before the start date of the leave. Keep in mind that a leave of absence must be approved and is not a usual occurrence. Failure to report to work on the first day after the expiration of the leave of absence, without approval, will be considered a voluntary termination of employment. Please note an extension beyond specified periods of leave will be examined in the event of serious or extenuating circumstances. PCC retains sole discretion as to whether to grant leaves of absence under this policy and whether to offer reinstatement for employees upon return to work from leave.

In any event, except as required by law, PCC will cap a leave of absence, or combination of leaves, for any reason at a maximum of one year. If an employee has taken a leave of absence for any reason and is unable or unwilling to return to work after one year, then the employee will be considered to have resigned their employment. If the employee is unable to return to work at the end of one year, but later is cleared medically to work, he/she may reapply for any vacant positions at the School.

**E. MILITARY LEAVE**

Military leaves of absence are available and will be provided in accordance with applicable federal and state laws. Please see PCC with any questions about or requests for military leave.

**F. JURY DUTY**

PCC encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees in an eligible classification may request up to three regularly scheduled days off with pay to serve jury duty over any one year period.

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, vacation benefits) or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their manager as soon as possible so that the School may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

#### **G. BEREAVEMENT LEAVE**

The purpose of bereavement leave is to provide you with time to attend the funeral of a member of your family and to handle personal affairs without disrupting your income. Full-time employees are eligible for bereavement leave benefits upon completion of the 90 day introductory period.

You may be granted up to a three-day leave (three consecutive working days) with pay in the event of the death of an immediate family member.

PCC recognizes that for the purpose of this policy statement, the term “immediate family member” is defined as:

- Spouse
- Children (including stepchildren)
- Parent (including stepparent)
- Brother (including stepbrother)
- Sister (including stepsister)
- Father-in-Law
- Mother-in-Law
- Individuals residing within the employee’s home.

PCC recognizes that this may not be adequate in all cases, and in circumstances of logistical difficulty or severe emotional distress, a longer paid absence using available accrued personal time or vacation, or unpaid leave may be appropriate if approved by the staff member’s supervisor.

In exceptional circumstances, a paid absence may be appropriate for mourning the death of a person whose relationship is not defined in the above statement but whose impact is comparable to that of the immediate family. Such leave requests must be approved by the employee’s supervisor.

Employees must be in pay status the work day preceding the commencement of bereavement leave in order to receive paid bereavement leave.

If you are not eligible for bereavement leave with pay, you may be given time off without pay in the case of a death in the family, if approved by your supervisor.

The following points will also be considered in determining whether a non-exempt employee will receive pay for bereavement leave:

- The bereavement leave allowance will be paid only for scheduled work time lost and will not be counted in computing overtime.
- No bereavement leave will be paid unless the employee gives reasonable prior notice of his intended absence from scheduled work and the time and date he/she intends to return to work.

## **IX. EMPLOYEE COMMUNICATIONS**

### **A. OPEN DOOR POLICY**

Employees are encouraged to share their concerns, seek information, provide input and resolve problems/issues through their immediate supervisor, and as appropriate, consult with any member of management toward those ends. Managers and supervisors are expected to listen to employee concerns, to encourage their input, and to seek resolutions to their problems/issues.

### **B. SUGGESTIONS**

If you have any suggestions or ideas that you feel would benefit PCC, we would encourage you to tell us about them. We are always looking for suggestions that improve methods, procedures and working conditions, reduce costs or errors, and otherwise benefit the School and its employees.

### **C. TELEPHONE/FACSIMILE USAGE**

The telephone and fax systems are for business use, and all personal calls and faxes should be kept to a reasonable number and duration during the work day. Personal long distance calls should be infrequent and made only when necessary. Given the nature of faxes, they may be viewed by others while being sent or received. Therefore, the School prohibits use of the faxes for sending or receiving any inappropriate (i.e., offensive, harassing, or threatening) material.

Telephone, voicemail, and facsimile machines are the School's property. As the owner of these systems, the School reserves the right to monitor, access, retrieve and delete any matter stored in, created, received, or sent over the systems. This may be done without permission of any employee, without notice, and for any reasons including but not limited to: retrieving business information, routing messages, troubleshooting problems, preventing misuse, and ensuring quality control. This policy applies even though an employee may have a personal password and the ability to delete messages as he/she chooses.

## **X. EMPLOYEE SAFETY AND HEALTH**

### **A. ZERO TOLERANCE DRUG AND ALCOHOL POLICY**

Employees are well aware of the obvious dangers to them, their co-workers, customers and others, both inside and outside the workplace, and to the School in general from employee use or abuse of drugs and alcohol. Therefore, PCC is committed to establishing and maintaining an alcohol-free and drug-free workplace. In an effort to attain this goal, the School has adopted the following policy in connection with drugs and alcohol.

PCC will not tolerate drug or alcohol use or abuse of any kind on its premises, any work site, or travel to and from any work site. For the health and safety of every employee, you may not use, purchase, sell, possess or be under the influence of alcohol or illegal drugs or any other controlled substances (other than prescription drugs) while engaged in work activities whether or not on School premises. If you are taking prescribed medication that, in any way, may affect your ability to work or to work safely, you should report the fact immediately to PCC. You also must provide a physician's note identifying the medication and its possible effects. While taking any prescription or other medication, you are responsible for being aware of any effect such medication may have on the performance of your job duties. The use of such medication will not be a mitigating factor in any disciplinary or remedial actions taken against you where you have failed to provide notice that your ability to perform the job safely and efficiently would be impaired.

When PCC determines, in its sole discretion, that an individual taking medication is unable to safely perform the essential functions of his or her current job under the circumstances, PCC may take actions, including, but not limited to, temporarily reassigning you, changing your work assignment/duties, or placing you on medical leave of absence during the period you are taking the prescribed medication.

Any employee reporting for work under the influence of alcohol, illegal drugs, or any controlled substance without advance notice, which could adversely affect job performance will be asked to leave immediately. Under these circumstances, assistance will be provided to ensure that the employee arrives home safely. Any employee who violates this policy or reports to work under the influence of alcohol or drugs may have his/her employment terminated immediately.

Any employee having a reasonable basis to believe that another employee is in violation of this policy shall immediately report the facts and circumstances to his or her supervisor or to the Principal.

### **B. WORKPLACE VIOLENCE PREVENTION**

PCC believes that all employees should be able to work in an environment that is free of any and all forms of workplace violence. The definition of "workplace violence" includes threats and verbal attacks of words, gestures, or display of weapons which are perceived by an employee as a clear and real threat to the employee's and/or fellow employee's safety and which may cause fear, anxiety, or inability to perform job duties.

PCC will take all reasonable steps to prevent any and all forms of workplace violence from occurring. As an employer and in the best interests of our employees, it is our obligation to conduct objective, fact-finding investigations immediately following allegations of workplace violence and to take effective action, up to and including termination of employment, to stop such activity and to minimize any effects of workplace violence. The ultimate objective of our investigation is to end the inappropriate activity and take preventative measures to see that it does not occur in the future.

No form of retaliation by an employee following a report of workplace violence will be tolerated. Reports of workplace violence will be handled in as confidential manner as possible. All potentially violent incidents should be immediately reported to Human Resources or the Principal.

### **C. SAFETY**

PCC expects employees to conduct themselves in a safe manner. Please use good judgment and common sense in matters of safety, and observe any safety rules posted in various areas. Employees should report any safety issues or concerns to their supervisor, Human Resources or the Principal.

### **D. PROTECTION OF SCHOOL & EMPLOYEE PROPERTY**

Respect and protection of School property and employee personal property is everyone's concern. If you find property missing or damaged, report it to your supervisor immediately. PCC will not be responsible for any lost or missing personal items.

## **XI. STANDARDS OF CONDUCT**

Each employee has an obligation to observe and follow the School's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the School. The School does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the School's policies or safety rules; insubordination; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in School activities or in School vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; physical harassment; sexual harassment; disrespect toward fellow employees, visitors or other members of the public; performing outside work or use of School property, equipment or facilities in connection with outside work while on School time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

### **1. Conflict of Interest/Code of Ethics**

A School's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the School, or any of its students, for private gain, to advance personal interests or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities.

The School adheres to the highest legal and ethical standards applicable in our business. The School's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the School shall conduct their personal affairs such that their duties and responsibilities to the School are not jeopardized and/or legal questions do not arise with respect to their association or work with the School.

## **2. Grievances**

PCC is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open atmosphere in which any problem, complaint, suggestion or question receives a timely response.

PCC strives to ensure fair and consistent treatment of all employees. Administrators, teachers and staff, are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with PCC in a reasonable, business-like manner or for using the problem resolution procedure.

If a situation occurs where an employee believe that a condition of employment or a decision affecting him or her is unjust or inequitable, they are encouraged to make use of the Conflict Resolution: Problem Resolution & Peer Review Procedure, a copy of which may be obtained from Human Resources.

## **HANDBOOK ACKNOWLEDGEMENT**

I have received and carefully read, in its entirety, the Pike Creek Charter School Employee Handbook and have been given an opportunity to ask questions about its contents. I understand that I am responsible for becoming familiar with and abiding by the policies and procedures described in it and all policies and procedures applicable to my position.

**I understand that the Handbook is not an express or implied contract of employment and that all of the items contained herein may be changed, altered, or modified at the sole discretion of the School without notice.**

**I also acknowledge and understand that my status is that of an employee at-will, meaning I have no contractual right, express or implied, to remain in the School's employ. I acknowledge that my employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of either the School or myself.** I understand that no one, other than the Pike Creek Charter School Board of Directors has the authority to enter into any agreement for employment for any specific period of time, or to make any agreement contrary to the foregoing, and then only in a written contract signed by the then acting Chairman of the Board of Directors.

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

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_