

**THRIVEPOINT ACADEMY NEVADA**  
**EMPLOYEE HANDBOOK**

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## **SECTION 1. THE WAY WE WORK**

### **A WORD ABOUT THIS HANDBOOK**

Welcome to employment with ThrivePoint Academy Nevada (“School”).

The policies outlined in this Employee Handbook (“Handbook”) set forth the terms and conditions of employment with the School, which in a developing business will require changes from time to time. The School retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the School. The School reserves the right to change, suspend, revoke, terminate, or supersede provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice.

The Handbook supersedes and replaces any and all prior Handbooks, policies, procedures, and practices of the School. The School may amend this Handbook at any time and will communicate any amendments to employees. Nothing in this Handbook constitutes an implied or express contract of employment.

All employees are required to read, understand, and follow the provisions of this Handbook. If you have any questions about the Handbook, please contact the Executive Director.

This employee Handbook references current benefit plans maintained by our School. Refer to the actual plan documents and summary plan description if you have specific questions regarding the benefit plan.

### **AT-WILL EMPLOYMENT**

Unless an employee’s employment agreement states otherwise, employment at the School is at-will, which means that your employment may be terminated with or without cause and with or without advance notice at any time by the employee or the School. Similarly, your status (for example, position, duties, salary, promotions, demotions, etc.) may be changed at-will, with or without cause and with or without advance notice at any time. No manager, supervisor, or employee of the School, except the Executive Director, has authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Any agreement that alters the “at-will” nature of employment must be approved by the Executive Director. If terms contained in a specific employment agreement conflict with the policies and procedures contained in this Handbook, the employee shall adhere to his or her employment agreement.

### **IMMIGRATION LAW COMPLIANCE**

The School complies with all immigration laws and will not hire individuals who are not authorized to work for the School. New hires will be required to complete a Form I-9. The School also participates in E-Verify.

### **EQUAL EMPLOYMENT OPPORTUNITY**

Our School is committed to equal employment opportunity. We make employment decisions, including, but not limited to, hiring, firing, promotion, demotion, training, and/or compensation, on the basis of merit. Employment decisions are based on an individual’s qualifications as they relate to the job under consideration. We will not discriminate against employees or applicants for employment on any legally recognized basis including, but not limited to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age (40 or over), physical or mental disability, pregnancy, genetic information, veteran status, or any other category protected by applicable federal, state or local laws,

ordinances, or regulations. You may discuss equal employment opportunity related questions with administration.

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

## **HARASSMENT**

We are committed to providing a workplace free of harassment for any reason including, but not limited to, race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age (40 or over), physical or mental disability, pregnancy, genetic information, veteran status, or any other category protected by applicable federal, state or local laws, ordinances, or regulations.

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

The School will not tolerate any behavior that interferes with work performance or creates an intimidating, hostile, or offensive working environment. Employees who violate this policy are subject to discipline, up to and including termination.

Harassment includes, but is not limited to:

- 1) Creating an intimidating, hostile, or offensive working environment;
- 2) Visual conduct, including displaying of derogatory objects or pictures, cartoons, or posters;
- 3) Verbal conduct, including making or using derogatory comments, epithets, slurs, and jokes; or
- 4) Any other conduct that adversely affects an individual's employment opportunities.

Sexual harassment is a form of sex discrimination. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an team member's work performance or creating an intimidating, hostile, or offensive work environment. Sexual harassment includes, but is not limited to, the following types of offensive behavior:

- 1) Unwanted sexual advances;
- 2) Lewd or derogatory comments or jokes;
- 3) Offering employment benefits in exchange for sexual favors;
- 4) Making or threatening reprisals after a negative response to sexual advances;
- 5) Visual conduct, including leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters;

- 6) Verbal conduct, including making or using derogatory comments, epithets, slurs, and jokes;
- 7) Verbal sexual advances or propositions;
- 8) Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations;
- 9) Physical conduct, including touching, assault, impeding or blocking movements; and
- 10) Using nicknames or references that fall under any of the protected categories.

All School employees are responsible for helping to enforce this policy against harassment and it is the responsibility of every employee to prevent and eliminate harassment in the workplace. An employee is not required to confront the alleged harasser. However, employees who feel comfortable can take steps to stop the harassment or discrimination, including telling the harasser that the action is unwelcome, demanding that the harassment cease, documenting the occurrences, and identifying any witnesses who may be able to substantiate the allegations.

There will be no adverse action taken against employees who make good faith reports of violations of this policy or participate in the investigation of such reported violations. Violations of this policy will not be permitted and may result in disciplinary action, up to and including discharge.

If you believe you have been subjected to harassment or discrimination, you must follow the complaint procedure outlined below. Employees who observe violations of this policy must immediately notify management.

## **RETALIATION**

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

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

## **COMPLAINT PROCEDURE: DISCRIMINATION, HARASSMENT, RETALIATION**

Employees must immediately report all incidents of discrimination, harassment, or retaliation to their supervisor, the director, or any other member of management. All members of management who observe discrimination, harassment or retaliation or who receive any such complaints are required to immediately report them to the Executive Director.

Upon notice of such any complaints, they will be promptly and thoroughly investigated. The School will investigate all such reports as confidentially as possible. Adverse action will not be taken against an employee who reports in good faith or participates in good faith in the investigation of a violation of this policy.

If the School determines that a violation of applicable policies has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee of the School who has been

found to have engaged in conduct that violates School policy may be subject to appropriate disciplinary action, up to and including immediate discharge.

## **WHISTLEBLOWER PROTECTION POLICY:**

Directors, officers, and employees must observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of our organization, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

- ***Reporting Responsibility***

This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns internally so that we are able to address and correct inappropriate conduct and actions. It is the responsibility of all board members, officers, employees and volunteers to report concerns about violations of School policy or suspected violations of law or regulations that govern our operations.

- ***No Retaliation***

The School will not retaliate against any board members, officers, employees or volunteers who in good faith report an ethics violation, or a suspected violation of law, such as a complaint of discrimination, suspected fraud, or suspected violations of any regulation governing the operations. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

- ***Reporting Procedure***

Our organization has an open-door policy described in more detail below that encourages employees to share their questions, concerns, suggestions or complaints with their supervisor, Principal/LCC or Executive Director. Supervisors and managers are required to report complaints or concerns about suspected ethical and legal violations to the Principal/LCC, who will investigate all reported complaints.

- ***The Principal/LCC***

The Principal /LCC is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. The Principal/LCC will advise the Executive Director and/or the Board of Directors of all complaints and their resolution and will report at least annually to the Accounting Department on compliance activity relating to accounting and alleged financial improprieties.

- ***Accounting and Auditing Matters***

The Principal/LCC shall immediately notify the Accounting Department of any concerns or complaint regarding corporate accounting practices, internal controls or auditing, and work with the Accounting Department until the matter is resolved.

- ***Acting in Good Faith***

Anyone filing a complaint concerning a violation or suspected violation must act in good faith and have reasonable grounds for believing the information disclosed constitutes a



violation. Any allegations that are made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

- ***Confidentiality***

Violations or suspected violations of School policy may be submitted on a confidential basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

- ***Handling of Reported Violations***

The Principal/LCC will notify the person who submitted a complaint and acknowledge receipt of the reported violation or suspected violation. All reports will be promptly investigated and, if appropriate, the School will take corrective action as it determines appropriate in its sole discretion.

## **DISABILITY ACCOMMODATIONS**

The School will comply with the Americans with Disabilities Act and provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee, unless undue hardship or a direct threat would result. An applicant or employee who believes he or she requires an accommodation in order to apply for the position or perform the essential functions of the job should contact the Principal/LCC and request such an accommodation, specifying what accommodation he or she needs. The School will analyze the situation and engage in an interactive process with the individual to identify possible reasonable accommodations.

## **RELIGIOUS ACCOMMODATIONS**

The School respects the religious beliefs and practices of all employees. If your religious belief conflicts with an aspect of your employment, submit an accommodation request to the Principal/LCC. This request must include the religious conflict that exists and the employee's suggested accommodation. The School will evaluate the request, consider whether a work conflict exists due to a sincerely held religious belief or practice, whether a reasonable accommodation is available, and whether the request would create an undue hardship on the School. The School and the employee will discuss the request. The School will grant an accommodation when a reasonable accommodation is available that does not create an undue hardship to the School.

## **GENETIC INFORMATION NON-DISCRIMINATION**

The School is committed to complying with all applicable provisions of the Genetic Information Non-Discrimination Act (GINA). To that end, the School will not obtain genetic information (including family medical history) from applicants or team members when such acquisition is not permitted under GINA. The School asks that team members not provide any genetic information when responding to a request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family members' genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

## **WORKPLACE VIOLENCE**

The School recognizes that violence in the workplace is a growing nationwide problem. We believe that the safety and security of employees and students is paramount. Therefore, the School has adopted this policy regarding workplace violence to help maintain a secure workplace.

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

Ensure that all visitors have signed the visitor log. Suspicious persons or activities should be immediately reported to the Principal/LCC. Secure your desk or office at the end of the day if possible. When called away from your work area for an extended length of time, do not leave valuables and/or personal articles in or around your workstation that may be accessible. If a lounge or break area has been established as a place where employees can go to relax, eat, or meet in a relaxed atmosphere, access to this area should be restricted to employees unless otherwise authorized by the Principal/LCC so that security concerns can be minimized. The security of facilities and the welfare of our students and employees depend on the alertness and sensitivity of every individual to potential security risks. You should immediately notify the Principal /LCC when any person(s) are acting in a suspicious manner in or around the facilities or when keys, security passes, or identification badges are missing.

Employees will not be discriminated against or retaliated against as a result of the employee making a good faith complaint or report about a credible threat of violence.

## **CATEGORIES OF EMPLOYMENT**

Upon hiring, all employees are classified as exempt or non-exempt, full-time or part-time, and regular or temporary.

**EXEMPT EMPLOYEES** are those employees who are not subject to the provisions of federal and state law requiring the payment of overtime. Exempt employees exercise the requisite degree of discretion and independent judgment and perform certain administrative, professional, and/or executive duties. Exempt employees are expected to report for work and perform their jobs in a regular and timely manner.

**NON-EXEMPT EMPLOYEES** are those who are paid for all hours worked and are entitled to overtime pay in accordance with applicable law. The number of scheduled hours may vary from week to week. Any variation from agreed upon schedule must be approved by your supervisor in advance. Time worked must be recorded by accessing Paycom. Your supervisor must authorize and approve any corrections to be made on Paycom regarding your time. Employees who work overtime without advance permission will be disciplined.

**FULL-TIME EMPLOYEES** are those who are regularly scheduled to work and work at least 40 hours per week. They are eligible for benefits in accordance with current benefit plans maintained by our School.

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

TEMPORARY EMPLOYEES are those who are hired for a particular project or job of limited or indefinite duration is considered a temporary employee. They are not eligible for benefits, unless otherwise prescribed by law. The status of a temporary employee may change only if the employee is notified of the change in status in writing by the Executive Director.

## **NEW EMPLOYEE -RECEIPT/RETURN OF SCHOOL ASSETS**

Upon the onset of employment an employee may receive School assets such as a key, phone, laptop, credit card etc. Upon receipt of School assets, the employee and immediate supervisor shall sign the Receipt/Return of Assets form. Upon termination said employee shall turn all School assets into his/her supervisor and sign the Receipt/Return of Assets form to receive final paycheck. If items are not returned to the School, the School will deduct the fair market value for the missing items from the employee's final paycheck to the extent allowed by applicable law. If employee's key is not returned employee will be charged for the entire cost of re-keying the School. If the law does not allow the School to deduct the cost of the non-returned items or the re-keying process, Employee will be still be responsible for paying those costs.

## **OPEN DOOR**

We are committed to providing the best possible climate for maximum development and achievement of goals for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communications are open, and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations. We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

If you feel you have a problem, you should present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. We hope that your supervisor will be able to satisfactorily resolve most matters.

If you do not feel comfortable discussing the matter with your supervisor, or you find that you still have questions after the meeting with your supervisor request a meeting with another member of management or Human Resources.

**SECTION 2. YOUR SUGGESTIONS AND COMMENTS ON ANY SUBJECT ARE IMPORTANT, AND WE ENCOURAGE YOU TO TAKE EVERY OPPORTUNITY TO DISCUSS THEM WITH US. PAY AND PROGRESS**

## **RECORDING YOUR TIME**

All hourly and non-exempt employees are responsible for recording all of their hours worked. Employees must record their hours on a designated school computer using Paycom Time and Attendance. Record your time at the beginning and end of your day as well as anytime you start and stop working throughout the day (such as taking an unpaid lunch). Do not record time of another employee

under any circumstances. If you have log-in problems report them to the Principal/LCC. Any other discrepancies in your timecard should be reported to your building Principal/LCC.

Recording inaccurate time on your timesheet or recording time on another employee's time sheet is a violation of the School policy and may result in discipline, including immediate termination. Employees are strictly prohibited from working "off the clock" or failing to record all time worked. Falsification of any timecard may result in disciplinary action, up to and including termination.

## **PAY PROCEDURES**

You will be paid by check using direct deposit on a semi-monthly basis (the fifth and the twentieth of every month). If the regular payday occurs on a regular holiday or weekend, employees will be paid on the last working day preceding the holiday or weekend.

In addition to your direct deposit, employees will be able to access pay stubs and W-2 information over the internet through the same web site that the employee uses to clock in each day.

Employees may have additional voluntary deductions taken from their pay if they authorize the deductions in writing.

Employee checks will not be released to anyone other than the employee without advanced written and signed authorization.

## **IMPROPER DEDUCTIONS**

It is the School's policy to comply with the salary basis requirements of the Fair Labor Standards Act. Therefore, the School prohibits all supervisors or accounting personnel from making any improper deductions from the salaries of exempt employees. If you are a salaried exempt employee and believe you are being incorrectly paid on a salary basis, classified incorrectly, or that the School made improper deductions from your salary, you must immediately notify the Human Resources Department. A prompt investigation of your claims will be conducted. If it is determined that an improper deduction was made, or other amounts are due to you, the School will promptly reimburse you for the deductions or amounts. If you have questions concerning your status as an exempt or non-exempt employee, or about deductions from your pay, please see the Human Resources Department.

## **MEAL PERIODS**

Non-exempt employees should take a 30-minute unpaid meal period as scheduled by his or her supervisor, unless otherwise required or permitted by his or her supervisor.

## **PERFORMANCE REVIEWS -TEACHERS AND STAFF EVALUATIONS**

Teacher evaluations will consist of a least two classroom observations completed by a member of administration per year.

The selections of evaluation methods to be used will be determined by the administration. The School may, in its sole discretion, alter the evaluation criteria (including frequency, method, etc.) for any teacher at any time.

Evaluations are intended to accomplish the following:

- Reassess and confirm areas of responsibility.
- Acknowledge areas where employees are meeting and exceeding expectations.

- Identify areas where employees are not performing up to expectations.
- Discuss career goals and the school's role in helping achieve those goals.

The results of these evaluations will be included in the employee's file. The most common areas recommended for improvement shall be identified so that appropriate staff development activities may be initiated.

Evaluation results will be considered when considering any pay raises, but do not guarantee increases in salary, promotions, or continued employment.

## **PAY ADVANCES**

Pay advances will not be granted to employees.

## **EXPENSE REIMBURSEMENTS**

The School will reimburse employees for certain reasonably necessary expenses incurred in the furtherance of School business. In order to be eligible for reimbursement, employees must follow the protocol set forth in the School's policy regarding expenditures, a copy of which may be obtained from the Principal/LCC. In general, all expenses must have been previously approved in writing by the Principal/LCC. All reimbursement forms must be complete and submitted to the Principal/LCC.

## **SECTION 3. TIME AWAY FROM WORK AND OTHER BENEFITS**

### **PAID SICK TIME**

There may be times when illness, injury, or other circumstances of you or your family member prevent you from working. As such, and consistent with Nevada's Fair Wages and Healthy Families Act, the School offers all eligible employees paid sick time ("PST"), consistent with the terms set forth below.

#### **Eligible Employees**

All employees (including full-time, part-time or temporary) who work for the School in Nevada are allotted PST as set forth in this policy.

#### **Permitted Use**

Employees can use PST for the following reasons:

- a) Due to the employee's physical or mental illness, injury, or medical condition;
- b) For an employee to obtain diagnosis, care, or preventative care from a health care provider;
- c) To care for an employee's child parent, spouse, domestic partner, or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship who has any of the conditions or needs for diagnoses, care, or preventative care referred to it a) or b) above, or is otherwise in need of care;
- d) Domestic violence, abuse, sexual assault or violence, or stalking, if the time away is for purposes covered in a), b), or c) above, or to obtain additional counseling, seek relocation, seek assistance from a victim services organization, take related legal action, or assist in an individual related to the employee as described in c) above in engaging in any of these activities;

- e) For a public health emergency.

If an employee has questions about whether the need for leave will qualify for PST, please inquire with Human Resources.

### **Documentation and Confidentiality**

If an employee requests leave for three or more consecutive full workdays for any of the reasons set forth in a), b), or c) above, the employee may be required to provide a certification issued by a health care professional verifying the need for the sick leave. If required, this certification will be due within 30 days of the first day the covered leave is taken. If the School has questions about the authentication of the certification or needs to clarify its contents, the School may contact the individual who created or signed the certification only to authenticate the document or clarify its contents.

If an employee requests leave for three or more consecutive full workdays for any of the reasons set forth in d) or e) above, the employee may be required to provide supporting documentation. Please see Human Resources for guidance.

The School will provide employees with a certification form to be completed. The School will keep information related to the reason for the employee's sick leave confidential.

### **Accrual, Caps, and Carry Over - Full Time Teachers, Administrators, 10- and 12-Month Employees**

Full-time teachers, administrators, 10-month and 12-month employees are frontloaded PST hours as follows:

- On July 1, employees receive 40 hours of PST for the School Year. For purposes of this PST policy, the "School Year" is defined as July 1 to June 30.
- If an employee is hired after July 1, the employee is frontloaded 40 hours of PST on his or her first day of employment for use during the remainder of that School Year.

Employees are permitted to use up to 40 PST hours per School Year. PST hours do not carry over from one School Year to the next.

### **Accrual, Caps, and Carry Over - Allotment - Part Time, temporary, seasonal and substitute teachers:**

Eligible part-time, temporary and substitute teachers, will accrue 1 hour of PST for every 30 hours worked, up to a maximum of 40 PST hours each School Year. For the purposes of accrual, exempt employees are considered to work 40 hours per workweek unless their normal workweek is less than 40 hours, in which case PST accrues based upon that normal work week. Employees are permitted to use up to 40 hours of earned PST per School Year:

Employees are permitted to carry over a maximum of 40 hours of earned but unused PST from one School Year to the next, subject to the maximum caps above. For example, Employee A accrues 40 hours of PST in School Year 1, and only uses two hours of PST in that year. The remaining balance of 38 PST hours will carry over into School Year 2. Employee A may then accrue an additional 40 PST hours in School Year 2. Although Employee A may accumulate a balance of 78 PST hours in School Year 2 (calculated as 38 PST hours carried from School Year 1 and 40 PST hours accrued in School

Year 2), they may only use a maximum of 40 PST hours per School Year. At the end of School Year 2, Employee A may only carry over a maximum of 40 PST hours into Accrual Year 3.

### **Limits on Use**

Existing employees may use PST as it is earned. New employees may use PST beginning on the 90<sup>th</sup> day of employment.

PST may be taken in minimum increments of one hour.

### **Notification**

Employees are expected to make a reasonable effort to schedule preventative care or other foreseeable need to use PST to suit the needs of both the employee and the School. Once the need for PST is known, the employee must notify the Human Resources Department either orally or in writing that the employee is seeking to be absent from work for one of the purposes covered by this policy.

The employee should provide the HR department, if feasible, with an anticipated duration of the leave. If the need for leave is foreseeable, the employee should make this request at least seven (7) calendar days in advance. If the employee is unable to make the request at least seven (7) calendar days in advance, the request must be made as soon as is practicable.

If the need for leave is unforeseeable, the request must be made as soon as is practicable. In such circumstances, employees are required to contact Human Resources with the following information:

- First and last name
- Supervisor
- General reason for the unforeseen need to use PST (specific details are NOT needed)
- Expected duration of the PST

Employees are not required to find a replacement worker to cover the hours during which the employee is using PST.

### **Paychecks and Pay Rate**

The following will be itemized on employees' regular paychecks: 1) the amount of PST available to the employee; 2) the amount of PST taken by the employee in the year to date; and 3) the amount of pay the employee has received as PST, if any.

Payment of PST is based on the employee's same hourly rate or the rate the employee would have earned for the period of time in which PST was used, times the number of hours utilized. "Same hourly rate" includes shift differentials and premiums meant to compensate an employee for work performed under differing conditions (such as hazard pay or a shift differential for working at night) if the employee would have been entitled to the shift differential or premium for the period of time in which PST was used. However, "same hourly rate" does not include additions to the employee's base rate for overtime or holiday pay, bonuses, or other types of incentive pay, tips, or gifts. PST benefits for exempt employees will be based on their normal salary. The School will compensate an employee for their paid sick leave no later than one (1) pay period following the end of the regular pay period in which the PST was used.

### **Loan or Advance of PST**

The School does not loan PST to an employee in advance of its being accrued.

### **Relationship between PST and FMLA Leave**

PST under this policy will run concurrently with any unpaid FMLA leave that an employee has available, so long as the reason for the leave also qualifies as a serious health condition under the FMLA.

### **Termination and Reemployment**

Unused PST will not be paid out upon termination. If an employee is rehired by the School within nine months of termination, any previously accrued but unused PST will be restored and immediately available to use by the employee.

### **No Discrimination or Retaliation**

The School prohibits discrimination or retaliation against employees for using their PST. The School will not count PST taken under this policy as an absence that may lead to or result in discipline, discharge, demotion, suspension, or any other adverse action. If an employee believes they are being discriminated or retaliated against for exercising their right to take PST, they should contact the Human Resources Department immediately.

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

### **Other Policies**

If you are sick, you must comply with this policy as well as the school's policy regarding Attendance and Punctuality. Please call the Principal/LCC or the person responsible for calling in substitutes for your campus to report your absence. Calls should be made by 5:30 a.m. If you are going to be out three or more days, a note from your health care provider may be required to certify your absence or your fitness-for-duty.

### **FAMILY AND MEDICAL LEAVE**

Eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive), have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence, and are employed at a worksite that has 50 or more employees within 75 miles. Instructional employees include those individuals whose principle function is to teach. Other special FMLA rules apply to instructional employees, as outlined in the last part of this FMLA section.

If your need for FMLA leave is foreseeable, you must you must give the School least 30 days' prior written notice. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use the School's request form, which is available upon request from the Principal/LCC. Failure to comply with this requirement may result in a delay of the start of the leave, depending on the particular facts and circumstances. Additionally, if you are planning a medical treatment or a series of treatments or you are taking military caregiver leave, you must consult with the School first regarding the dates of this treatment to work out a schedule that best suits the needs of the employee or the covered military member, if applicable, and the School.



You may take up to 12 weeks of unpaid FMLA leave in a 12-month period, using the “rolling” method that is measured backward from the date you use any FMLA leave for any of the following reasons:

1. the birth of an employee’s child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. the care of the employee’s spouse, child, parent, or registered domestic partner with a “serious health condition”;
3. the “serious health condition” of the employee; or
4. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee’s spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, son, daughter, parent or next of kin who is a covered service member and who has a serious injury or illness related to active duty service, as defined by the FMLA’s regulations (known as military caregiver leave).

A “serious health condition” is an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. If you are requesting leave because of your own or a covered relative’s serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from the Human Resources Department. When you request leave, the School will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days’ notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided. The School also reserves the right to require certification from a covered military member’s health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave. You may obtain the appropriate forms from the Principal/LCC.

You will be required to use any accrued PST during unpaid family and medical leave.

During a family and medical leave, group health benefits will be maintained as if you continued to be actively employed. As such, you must pay your portion of the premium (for yourself and any dependents). Your health care coverage will cease if your premium payment is more than 30 days late. If your payment is more than 15 days late, we will send you a letter to this effect. If we do not receive your premium payment within 15 days after the date of this letter, your coverage may cease. If you elect not to return to work for at least 30 calendar days at the end of the leave period, you will be required to reimburse the School for the cost of the health benefit premiums paid by the School for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

If you do not return to work following the expiration of an approved family and medical leave, you will be deemed to have resigned in accordance with the Job Abandonment policy. Upon returning from such a leave, you will normally be reinstated to your original or an equivalent position and will receive pay and benefits equivalent to those you received prior to the leave, as required by law. In certain circumstances, “key” employees may not be eligible for reinstatement following a family and medical

leave. The School will provide written notice to any “key” employee who is not eligible for reinstatement.

## **SPECIAL FMLA RULES FOR INSTRUCTIONAL EMPLOYEES.**

### **Limitations on intermittent leave**

Leave taken for a period that ends with the school year and begins the next semester is leave taken consecutively rather than intermittently. The period during the summer vacation when the employee would not have been required to report for duty is not counted against the employee's FMLA leave entitlement. An instructional employee who is on FMLA leave at the end of the school year must be provided with any benefits over the summer vacation that employees would normally receive if they had been working at the end of the school year.

If an eligible instructional employee needs intermittent leave or leave on a reduced leave schedule to care for a family member with a serious health condition, to care for a covered servicemember, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of the total number of working days over the period the leave would extend, the School may require the employee to choose either to:

- (i) Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- (ii) Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee's regular position.

These rules apply only to a leave involving more than 20 percent of the working days during the period over which the leave extends. For example, if an instructional employee who normally works five days each week needs to take two days of FMLA leave per week over a period of several weeks, the special rules would apply. Employees taking leave which constitutes 20 percent or less of the working days during the leave period would not be subject to transfer to an alternative position. *Periods of a particular duration* means a block, or blocks, of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed and may include one uninterrupted period of leave.

If an instructional employee does not give required notice of foreseeable FMLA leave) to be taken intermittently or on a reduced leave schedule, the School may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the School may require the employee to delay the taking of leave until the notice provision is met.

### **Limitations on leave near the end of an academic term.**

There are also different rules for instructional employees who begin leave more than five weeks before the end of a term, less than five weeks before the end of a term, and less than three weeks before the end of a term. Regular rules apply except in circumstances when:

- 1) An instructional employee begins leave more than five weeks before the end of a term. The School may require the employee to continue taking leave until the end of the term if —

- (i) The leave will last at least three weeks, and
  - (ii) The employee would return to work during the three-week period before the end of the term.
- 2) The employee begins leave during the five-week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member. The School may require the employee to continue taking leave until the end of the term if—
  - (i) The leave will last more than two weeks, and
  - (ii) The employee would return to work during the two-week period before the end of the term.
- 3) The employee begins leave during the three-week period before the end of a term because of the birth of a son or daughter; the placement of a son or daughter for adoption or foster care; to care for a spouse, son, daughter, or parent with a serious health condition; or to care for a covered service member. The School may require the employee to continue taking leave until the end of the term if the leave will last more than five working days.

The phrase “*academic term*” means the school semester, which typically ends near the end of the calendar year and the end of spring each school year. An example of leave falling within these provisions would be where an employee plans two weeks of leave to care for a family member which will begin three weeks before the end of the term. In that situation, the employer could require the employee to stay out on leave until the end of the term.

#### **Duration of FMLA leave.**

If an employee chooses to take leave for periods of a particular duration in the case of intermittent or reduced schedule leave, the entire period of leave taken will count as FMLA leave.

In the case of an employee who is required to take leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The School has the option not to require the employee to stay on leave until the end of the school term. Therefore, any additional leave required by the employer to the end of the school term is not counted as FMLA leave; however, the School shall be required to maintain the employee's group health insurance and restore the employee to the same or equivalent job including other benefits at the conclusion of the leave.

#### **Restoration to an equivalent position.**

The determination of how an employee is to be restored to an equivalent position upon return from FMLA leave will be made on the basis of “established school board policies and practices, private school policies and practices, and collective bargaining agreements.” The “established policies” and collective bargaining agreements used as a basis for restoration must be in writing, must be made known to the employee prior to the taking of FMLA leave, and must clearly explain the employee's restoration rights upon return from leave. Any established policy which is used as the basis for restoration of an employee to an equivalent position must provide substantially the same protections as provided in the FMLA for other reinstated employees. In other words, the policy or collective bargaining agreement must provide

for restoration to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

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

### **DISCRETIONARY PERSONAL LEAVE OF ABSENCE (NON-MEDICAL)**

The School recognizes that special situations may arise where an employee must leave his or her job temporarily and PST is either not available or not applicable. In the School's sole discretion, the Principal/LCC may grant employees unpaid leave of absences. Taking an unpaid personal leave of absence may affect your eligibility for employee benefits, including medical benefit plan coverage. Ask Human Resources for information on personal leaves of absence.

Employees do not continue to accrue PST or other paid benefits while they are on unpaid discretionary leaves of absence.

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

### **JURY AND WITNESS DUTY**

All employees who receive a notice of jury/witness duty must notify Human Resources as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to Human Resources. Employees must report for work whenever the court schedule permits. Non-exempt employees who are called for jury/witness duty will be provided time off without pay.

### **CRIME VICTIM**

The School is committed to providing crime victims leave to eligible employees in accordance with Nevada's Victim's Leave Laws. This law authorizes employees who are victims of crimes to leave work to exercise the right to be present at legal proceedings related to the crime. The School thus will grant reasonable and necessary unpaid leave from work to employees who are victims of a crime to exercise their rights to be present at a proceeding pertaining to the crime or to obtain or attempt to obtain an order of protection, an injunction against harassment or any other injunctive relief to help ensure the health, safety or welfare of the victim or the victim's child.

Prior to taking leave under this policy, eligible employees must provide the School with reasonable notice of the need for leave. Employees must provide a copy of the form provided to the employee by the law enforcement agency and, if applicable, notice of each scheduled proceeding. However, the School may limit the leave provided under this section if the employee's leave creates an undue hardship to the School. Employees seeking leave under this policy may elect to use accrued paid time off, such as personal leave or paid sick leave.

The School will hold in confidence the employee's information provided to the School in order to request leave, except to the extent that disclosure is: (1) requested or consented to in writing by the employee; or (2) otherwise required by applicable federal, state or local law.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws. The School will not tolerate retaliation or discrimination against an employee who is the victim of a crime and takes time off to seek legal relief.

## **BEREAVEMENT**

Full-time employees are eligible for three paid day(s) off for the death of a family member. For purposes of this policy, “family member” includes a current spouse, parent, legal guardian, sibling, child, current parent-, sister-, or brother-in-law, grandparent, grandchild, or domestic partner. Requests for bereavement leave should be made to your immediate supervisor as soon as possible. The School reserves the right to request written verification of an employee’s relationship to the deceased and his or her attendance at the funeral service as a condition of bereavement pay.

Under extenuating circumstances, employees who are not eligible for paid bereavement leave or eligible employees who wish to extend their paid bereavement leave beyond this policy may request to do so in advance from their supervisors. This time off will be unpaid, although the employee may use accrued but unused PST.

## **MILITARY LEAVE**

The School will grant you military leave of absence if you are absent from work because you are serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (“USERRA”). You must provide the School with notice that you are leaving your job for service in the armed forces, unless that notice is precluded by military necessity or otherwise impossible or unreasonable.

The military leave will be unpaid. You may, however, use any eligible accrued PST during military leave. Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which you are otherwise eligible. However, you will not accrue PST or holiday benefits during military leave.

If who are on military leave for up to 30 days, you must return to work on the first regularly scheduled work period after service ends (allowing for reasonable travel time). If you are on military leave beyond 30 days, you must apply for reinstatement in accordance with USERRA and all applicable state laws.

When you return from military leave (depending on the length of military service in accordance with USERRA), you will be placed either in the position you would have attained if you had remained continuously employed or in a comparable position.

To determine benefits based on length of service, you will be treated as if you had been continuously employed depending on the length of military service in accordance with USERRA.

## **TIME OFF FOR VOTING**

In a primary or general election, if the polls are open less than three consecutive hours either before or after an employee’s shift, that employee is eligible for time off to vote. In this situation, the School will provide the employee with unpaid time off that, when added to the time difference between the start or end of the employee’s regular work shift and the opening or closing of polls, would provide the employee a total of three consecutive hours within which to vote. The employee must request the time off to vote with his or her supervisor no later than prior to the day of the election, and the School may specify which hours the employee may be absent. An employee will not be penalized or retaliated against for requesting time off to vote.

## **MEDICAL/DENTAL INSURANCE**

Eligible employees may participate in our group medical plans. Information and enrollment forms may be obtained from Human Resources.

## **WORKERS' COMPENSATION**

On-the-job injuries are covered by our Workers' Compensation Insurance Policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, you must immediately report the incident to your supervisor.

Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim.

## **SECTION 4. ON THE JOB**

### **THE CODE OF ETHICS AND THE PRINCIPLES OF PROFESSIONAL CONDUCT OF THE EDUCATION PROFESSION**

**PROFESSIONALISM THROUGH INTEGRITY.** The School following the following code of ethics:

1. 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 and the guarantee of equal opportunity for all.
2. 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.
3. An educator is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community, the educator strives to achieve and sustain the highest degree of ethical conduct.

#### **A. Commitment to the student**

In fulfillment of the obligation to the student, the educator shall:

1. Make reasonable effort to maintain discipline and order in the classroom and the school to protect students from conditions harmful to learning, physical and emotional well-being, health and safety.
2. Not unreasonably restrain a student from independent action in pursuit of learning.
3. Not unreasonably deny a student access to diverse points of view.
4. Not deliberately suppress or distort subject matter relevant to a student's academic program.
5. Not deliberately expose a student to embarrassment or disparagement.
6. Not violate or deny a student's legal rights.

7. Not harass or discriminate against any student on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, physical or mental disability, pregnancy, genetic information, veteran status, social and family background, or any category protected by applicable federal, state or local laws, ordinances, or regulations, and shall make reasonable effort to assure that each student is protected from harassment or discrimination. The educator also shall not:
  - a. Exclude any eligible student from participation in any program.
  - b. Deny benefits to any eligible student.
  - c. Grant any advantage to any eligible student.
8. Maintain professional relationships with students in a manner, which is free from vindictiveness and recrimination.
9. Not exploit a relationship with a student for personal gain or advantage.

**B. Commitment to the public**

In fulfillment of the obligation to the public, the educator shall:

1. By his or her example, make the teaching profession attractive in ideals and practices so that worthy people will want to enter into it.
2. Make reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.
3. Not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.
4. Not use institutional privileges for personal gain or advantage.
5. Accept NO gratuity, gift, or favor to obtain special advantages.
6. Engage in no act that would lead to a misdemeanor or felony conviction.
7. Commit no act of moral turpitude or gross immorality.

**C. Commitment to the profession and the school**

In fulfillment of the obligation to the profession and the school, the educator shall:

1. Maintain honesty in all professional dealings.
2. Shall not on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, physical or mental disability, pregnancy, genetic information, veteran status, social and family background, or any category protected by applicable federal, state or local laws, ordinances, or regulations, deny to a colleague professional benefits or advantages or participation in any professional organization.
3. Not interfere with a colleague's exercise of political or civil rights and responsibilities.

4. Not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance or 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.
5. Not make malicious or intentionally false statements about a colleague.
6. Not use coercive means or promise special treatment to influence professional judgment of colleagues.
7. Not misrepresent one's own professional qualifications or competency.
8. Not submit fraudulent information on any document in connection with professional activities.
9. Not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
10. Not seek reprisal against any individual who has reported any allegation of a violation of school policy or the law.
11. Not disclose information about colleagues obtained in the course of professional services unless disclosure serves a compelling professional purpose, is required by law, or is required by school policies.
12. Not undermine the confidence that students, parents, or other employees may have in other teachers, school employees, school administration, or any TPAN school.
13. Strive to make professional growth continuous by study, research, travel, conference and attendance at professional meetings and in-services.
14. Not allow non-school activities to infringe upon school time or to interfere with the terms of employment except with the concurrence of the Director.

## **PROHIBITED CONDUCT**

The School expects that all employees will conduct themselves in a professional and courteous manner while on duty. Employees engaging in misconduct will be subject to disciplinary action up to and including termination of employment. The following is a list of conduct that is prohibited by the School. This list is not exhaustive and is intended only to provide you with examples of the type of conduct that will not be tolerated by the School.

- Unexcused absences/tardiness, including excessive absenteeism/tardiness;
- Release of confidential information without authorization;
- Theft or embezzlement;
- Destruction of School or student property;
- Falsification, fraud or omission of pertinent information when applying for a position;
- Any willful act that endangers the safety, health or wellbeing of another individual;
- Horseplay;
- Any act of sufficient magnitude to cause disruption of work or gross discredit to the school;



- Misuse of School property or funds;
- Possession of firearms, or any other dangerous weapon, while acting within the course of School of your employment with the School;
- Engaging in discrimination, harassment, or retaliation, including failing to report such conduct;
- Physical or verbal abuse of, or threat of harm to, anyone;
- Failure to comply with the School's safety procedures;
- Insubordination;
- Gross negligence that results in a loss to the School;
- Unacceptable or deficient job performance;
- Dishonesty;
- Failure to keep a required license, certification or permit current and in good standing;
- Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record;
- Failing to record all hours worked or working "off the clock";
- Unreported absence of any three consecutively scheduled workdays, unless otherwise protected by law;
- Unauthorized use of School equipment, materials, time or property;
- Causing damage or threat of damage, to property of the School or property of a member of the community or a visitor to the school when the property is located on premises controlled by the School;
- Forceful or unauthorized entry to or occupation of School facilities, including buildings and grounds;
- Working overtime without advanced written approval or refusing to work assigned overtime;
- Sleeping or malingering on the job;
- Using abusive, profane, threatening, indecent, or foul language and/or having inappropriate physical contact with students, parents, or other employees at any time on School premises;
- Failure to comply with lawful direction of School official, security officers, or any other law-enforcement officer, or failure to identify oneself to such officials or officers when lawfully requested to do so;
- Any relationship with a student that could constitute "dating," "courtship," or "romantic involvement." These behaviors deviate from ethical or professional standards and shall be deemed unacceptable and contrary to the expectations of School governance;
- Giving personal or intimate gifts to students;
- Any type of unnecessary physical contact with a student in a private situation;
- Intentionally being alone with a student away from the School for reasons other than School business;
- Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding;
- Giving students a ride to/from School or School activities without parental permission;
- Allowing students in your home without signed parent permission for a preplanned and precommunicated educational activity that must include the presence of another educator, parent, or other responsible adult;
- Being "friends" with a student on any personal or non-School social media website;
- Violations of federal, state or local laws affecting the organization or your employment with the organization; or
- Violation of any School policy.

## **RELATIONSHIPS BETWEEN EMPLOYEES**

Unless authorized by the Board of Directors or the Executive Director, an employee should not be in a supervisory role with another employee who is a “relative” (for purposes of this policy, “relative” is defined as i.e., sibling, parent, spouse, domestic partner, child, roommate, cousin, aunt, uncle, or grandparent). The supervising employee must immediately disclose the existence of any such relationship to the School so that it may determine whether an actual or potential conflict of interest exists and, if so, whether corrective action (such as reassignment or termination) must be taken. Supervisors should avoid situations that result in actual or perceived potential conflicts of interest with supervised employees and situations of favoritism.

A supervisor should avoid forming romantic relationships with employees under his or her direct supervision, or with other employees that would create actual or perceived potential conflicts of interest and situations of favoritism. If such relationship arises, both employees must notify the School so that appropriate measures can be taken to prevent conflicts of interest or favoritism. The School may reassign or terminate one or both employees, as appropriate.

Failure to report any such relationships in accordance with this policy may result in disciplinary action, up to and including termination.

## **CONFLICTS OF INTEREST**

Employees are advised not to participate in any activities that may conflict with the best interests of the School.

Conflicts of interest may arise in a variety of situations. Questions as to whether an activity may present a conflict of interest should be discussed with an administrator. Any employee discovered to be engaging in activity deemed to be in conflict with the best interest of School may be disciplined up to and including termination.

## **GIFTS**

Improper personal gain may result not only where an employee or relative has a significant ownership interest in a company with which the School does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the School. The receipt of occasional flowers, candy or gifts worth less than \$250.00 from clients, customers, vendors, students, or students’ family members fall outside the intent of this policy and acceptance of such items is permissible. However, employees must obtain written approval from Human Resources or the Principal/LCC before accepting any item worth in excess of \$250.00 from clients, customers, vendors, students, or students’ family members.

## **ATTENDANCE AND PUNCTUALITY**

Attendance and punctuality are important factors for your success within our School. We work as a team, and this requires that each person be in the right place at the right time.

If you are going to be late for work, you must notify administration as soon as possible but always at least sixty minutes before the start of your workday, unless otherwise allowed by applicable law. In the rare instances when you cannot avoid being late or are unable to work as scheduled, you must notify the School as soon as possible so appropriate arrangements can be made.

Personal issues requiring time away from your work such as doctor's appointments should be scheduled during non-working hours if possible.

## **JOB ABANDONMENT**

If you are absent from work for three consecutive workdays without notifying the School, the School will consider you to have voluntarily abandoned your position with the School and resigned from your employment.

## **SUPERVISION OF STUDENTS**

Each employee is expected to exercise appropriate supervision of the students under his/her area of responsibility and ensure a safe learning environment for all students of the School.

## **PERMITTING STUDENTS TO LEAVE CAMPUS**

Permission shall not be granted by a teacher for a student or students to leave campus while school is in session without prior written approval by the Director (or the Director's designee) and written parental permission.

## **NEAT, ACCURATE AND COMPLETE RECORDS**

Each teacher shall be responsible for neat, accurate and complete student records kept in accordance with state laws and School policies. Similarly, each teacher shall be responsible for the submission of timely, neat, accurate and complete student's records and/or student reports to the campus administration as required by administration.

## **STUDENT ATTENDANCE RECORDS**

Each teacher shall be responsible to keep accurate student attendance records at the beginning of each day and after lunch each day for Calibre teachers, and at the beginning of each hour for ThrivePoint teachers.

Teachers must input the attendance through the computerized attendance system each day and must manually record any absences in the event that the computer system is down.

Our schools are funded and audited based on the accuracy of student attendance information. It is important for all employees to do his/her part in the process.

## **SERVICE TO STUDENTS:**

- Each teacher will be available to conference or tutor students after school for at least 30 minutes.
- Each teacher will provide opportunities for make-up work to students in danger of failing.
- Each teacher will notify the administration and a parent or guardian, as soon as possible, when it becomes evident that a student is in danger of receiving any grade below average. A parent contact form should be completed and turned in to administration.

## **WORK ASSIGNMENTS**

- Each teacher will attend all scheduled faculty and department meetings as well as Open House and Parent/Community events unless other arrangements have been specifically made with an administrator or as otherwise required by applicable law.
- Each teacher will carry out his/her responsibilities as assigned by the administration in preparation for and during the process of evaluation of the school's progress. This includes any assignments specifically related to evaluations from the Nevada State Board of Education for Charter Schools or any other evaluation related to the Charter School contract or to any accrediting bodies.
- As professionals who set examples for their students, teachers are expected to conform to the commonly accepted standards of the school community.
- Each teacher will turn in lesson plans before school starts each Monday to administration.
- Each teacher will be responsible for turning in responses for homework requests by students that have excused absences in a timely manner. Maintaining class Master Folders will assist you in this task.
- Each teacher will contact parents on a regular basis to keep them updated on student progress.

## **MATERIALS FOR SUBSTITUTES**

Teachers should have an emergency packet prepared at all times in the case of his or her absence. This should include, lesson plans, seating chart and other materials needed to properly conduct the day's activities.

## **NONSCHOOL EMPLOYMENT BY PROFESSIONAL STAFF MEMBERS**

A regular, full-time employee's position in the School shall be given priority over any type of outside work or self-employment. Employees are free to carry on individual work or self-- employment projects as long as not School facilities, equipment, or school(s) are used, except as provided by policy, and the outside work or self-employment does not interfere with the employee's performance of School-assigned duties.

The outside work or self-employment by a staff member is of concern to the Board insofar as it may:

- Prevent the employee from performing assigned responsibilities in an effective manner.
- Be prejudicial to proper effectiveness in the position or compromise the School.
- Raise a question of conflict of interest - for example, where the employee's position in the School permits access to information or other advantage useful to the outside employer.

Therefore, an employee may not perform any duties related to outside work or self-employment during regular School working hours or during the additional time that is needed to fulfill the responsibilities of the School position. Employees who violate this policy are subject to reprimand, suspension, or termination.

## **TUTORING FOR PAY**

School buildings are not to be used for private tutoring or classes for which students pay a fee to staff members unless a rental contract has been entered into involving the School.

Staff members are not permitted to provide tutoring for pay to any students who attend or are registered in any of their own classes.

## **FINGERPRINTING AND REFERENCE CHECKS**

### **Professional/Support Staff Certification and Credentialing Requirements**

- **Fingerprint Requirements for Instructional (Certified and Classified)**

All Instructional (Certified and Classified) staff shall be required to obtain a fingerprint clearance cards. The Instructional staff will be required to maintain a current fingerprint clearance card, renewing 60 days prior to the expiration of their current card.

- **Fingerprint Requirements for Administrator(s)**

All school Administrator(s) shall obtain a fingerprint clearance cards. The Instructional staff will be required to maintain a current fingerprint clearance card, renewing 60 days prior to the expiration of their current card.

- **Fingerprint Requirements Non-Instructional and Volunteers**

Schools may require that non-instructional personnel and volunteer to obtain a fingerprint clearance card.

- **Fingerprint Requirements for Contractor, Sub-Contractor, Vendor or any employee of a contractor, sub-contractor or vendor.**

All Contractor, Sub-Contractor, Vendor or any employee of the contractor, sub-contractor or vendor shall obtain a fingerprint clearance card if they will be on campus for more than five (5) days per month.

Schools may require that non-instructional personnel and volunteers obtain a fingerprint clearance card under.

Schools may exempt a person whose duties are not likely to result in independent access to or unsupervised contact with pupils in accordance with applicable law

It is the responsibility of the Contractor, Sub-Contractor, Vendor or any of their employees to maintain a current status and renewing their card if necessary, prior to being able to perform any and all jobs at the school location(s). The fees for the fingerprint clearance cards shall be paid by the Contractor, Sub-Contractor or Vendor.

## **PARTICIPATION IN RECREATIONAL OR SOCIAL ACTIVITIES**

Employees may participate in activities sponsored by or supported by the School. Participation in such activities is strictly voluntary. As such, employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's

participation in social and recreational activities is at the employee's own risk and the School disclaims any and all liability arising out of the employee's participation in these activities.

## **CUSTOMER AND PUBLIC RELATIONS**

Our school's reputation has been built on excellent teachers and innovative curriculum. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that parents and students have toward our School may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a parent or student for granted, but when we do, we run the risk of losing not only that student or parent, but also his or her associates, friends or family who may also be parents or students or prospective parents or students.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

## **SOLICITATION AND DISTRIBUTION**

The School has established rules to govern employee solicitation and distribution of written materials. The School has established rules to:

- Maintain and promote safe and efficient operations, employee discipline, and an attractive clutter-free workplace.
- Minimize non-work-related activities that could interfere with customer satisfaction, product quality, and teamwork

This policy is not intended to restrict communications or actions protected or required by state or federal law. If you have any questions regarding this policy, please contact the Human Resources Department.

### **Conduct Not Allowed**

Employees may not:

- Solicit other employees during working time.
- Distribute literature during working time.
- Distribute literature at any time in working areas.
- Use employer-owned property such as telephones, computers, smartphones, email systems, and intranets to solicit other employees.
- Use employer owned property such as scanners, printers, copy machines to produce literature or inter-departmental mail, mailboxes, working area bulletin boards to distribute literature, or engage in other activities prohibited by the School.

### **Definitions**

"Solicitation" includes, but is not limited to, approaching someone in person or through employer-owned property such as computers, smartphones, email systems, and intranets for any of the following purposes:

- Offering anything for sale.
- Asking for donations.

- Collecting funds or pledges.
- Seeking to promote, encourage or discourage participation in or support for any organization, activity or event, or membership in any organization.
- Distributing or delivering membership cards or applications for any organization.

“Distribution” includes, but is not limited to, disseminating or delivering in person or through employer-owned property such as bulletin boards, computers, smartphones, emails, and intranets any literature or other materials including circulars, notices, papers, leaflets or other printed, written or electronic matter (except that distributing or delivering membership cards or applications for any organization is considered solicitation and not distribution).

“Working time” includes any time in which either the person doing the solicitation (or distribution) or the person being solicited (or to whom non-business literature is being distributed) is engaged in or required to be performing work tasks. Working time excludes times when employees are properly not engaged in performing work tasks, including break periods and mealtimes.

“Working areas” include areas controlled by the School where employees are performing work, excluding, for example, cafeterias, break rooms, and parking lots.

## **CHANGES IN PERSONAL DATA**

To aid your family in matters of personal emergency, we need to maintain up-to-date information. Changes in name, address, telephone number, and marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to administration promptly.

## **PROTECTING SCHOOL INFORMATION**

Protecting our school’s information is the responsibility of every employee and we all share a common interest in making sure it is not improperly or accidentally disclosed. Do not discuss the school’s confidential business with anyone who does not work for us. All telephone calls regarding a current or former employee’s position/compensation with our school must be forwarded to the Director. The school’s address may not be used for the receipt of personal mail.

## **STUDENT LISTS**

The student list of Calibre Academy and ThrivePoint Charter School is considered confidential and the information on the student list such as names, telephone numbers, and addresses is not to be given out, or used in any way without the consent of the school administration.

Teachers may use this list for contacting parents or students regarding academic or school related matters. Any other use of the information on this list by teachers is prohibited.

## **NON-COMPETITION**

During employment, employees of the School are not to engage in activities or businesses that would be in direct competition with the programs at the School This includes establishing or developing a charter school, developing or working with a student exchange program, developing an ESL school, starting a commercial tutoring company or franchise, or any other activity that an employee would have an advantage in starting, due to training received or connections made as a result of employment at the School. This non-competition is limited to the geographic zone of Maricopa County, Nevada.

The School has future growth potential and encourages any employee to pursue advancement within the School system. However, any employee competing with the School while still employed at the School is violating policy and will be terminated.

## **CARE OF EQUIPMENT**

You are expected to use proper care when using the school's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to administration at once. You are the steward of your classroom; as such your direction in teaching the students to respect its property is essential. You will be liable for excessive loss or damages as a result of improper supervision.

## **SCHOOL VEHICLES**

Operators of school vehicles (rented or owned) are responsible for the safe operation and cleanliness of the vehicle. Accidents involving a school vehicle must be reported to administration immediately. Employees are responsible for any moving violations and fines, which may result when operating a school vehicle, unless otherwise prohibited by law. The use of seat belts is mandatory for operators and passengers of school vehicles.

## **PERSONAL TELEPHONE CALLS**

It is important to keep our telephone lines free for customer calls. Although the occasional use of the school's telephone for a personal emergency may be necessary, routine personal calls are only permitted on a limited basis after school hours. Long Distance calls are not to be made on school phones unless specifically for school use and with administration's permission.

## **MOBILE PHONE USAGE**

It is important to keep a professional atmosphere at work and in a school environment. Personal mobile phones are not to be used by teachers or staff in a classroom during school hours or by staff while on duty. Employees may use mobile phones before and after work hours for brief phone conversations that do not cause a distraction to others.

Administration should use mobile phones supplied by the School for business communication purposes only and should also be cautious when using mobile phones to avoid undue disturbances to others.

## **PERSONAL APPEARANCE POLICY**

Employees are expected to wear clothes that are neat, clean and professional while on duty. Employees are expected to appear well groomed and appear within professionally accepted standards suitable for the employee's position and must at all times wear shoes. Your Principal/LCC will inform you of any specific dress requirements for your position. Employees may not display tattoos on their bodies. If an employee has a tattoo that is visible, it is the employee's responsibility to ensure that it is not visible during working hours.

## **LUNCH AREA AND TEACHER'S LOUNGE**

A lunch area and teacher's lounge is available for your use. You are expected to clean up after using this area. This room should be kept clean for the next person's use.



## **LACTATION BREAKS**

Employees may take reasonable work breaks to express breast milk for their nursing child for up to one year after the child's birth. The break time shall, if possible, run concurrently with any break time already provided to the employee.

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

## **IF YOU MUST LEAVE US**

Should you decide to leave your employment with us, we ask that you provide at least thirty days' advance written notice. Employees planning to resign or terminate employment with the School at the end of the academic year are expected to notify the Principal/LCC no later than April 1. Your thoughtfulness will be appreciated and will be noted favorably should you ever wish to reapply for employment with the School.

Additionally, all resigning employees are requested to complete a brief exit interview prior to leaving. All School property must be returned upon termination. Otherwise the School may take further action to recoup any replacement costs and/or seek the return of School property through the appropriate legal recourse.

You should notify the School if your address changes during the calendar year in which termination occurs so that your tax information will be sent to the proper address.

## **CONSTRUCTIVE DISCHARGE NOTICE**

Employees are encouraged to communicate in writing whenever working conditions may become intolerable to the employee and may cause the employee to resign. Any such writing should be directed to the Principal/LCC. The writing should provide sufficient detail to aid the School in determining who or what is causing the working conditions about which the employee is complaining. The School will respond to any such communications within fifteen (15) calendar days, and employees should not resign during that fifteen (15) day period. Under Nevada law, an employee may be required to wait fifteen (15) days after providing written notice before he/she may resign if he/she desires to preserve the right to bring a constructive discharge claim against the School. Depending on the circumstances, an employee making a written complaint about intolerable working conditions may be eligible for unpaid leave during the fifteen (15) day period.

## **USE OF ELECTRONIC INFORMATION SERVICES**

- Details of this user agreement shall be discussed with each potential user of the electronic information services.
- When the signed employee Handbook is returned to the school and/or district office, the user may be permitted to use electronic information services (EIS) resources.

### **Terms and Conditions:**

*Acceptable uses: Each user must:*

- Use of the EIS to support personal educational objectives consistent with the educational goals and objectives the School.
- Agree not to submit, publish, display, or retrieve any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, racially offensive, or illegal material.
- Immediately inform their supervisor if inappropriate information is mistakenly accessed.
- Abide by all copyright and trademark laws and regulations.
- Not reveal home addresses, personal phone numbers or personally identifiable data unless authorized to do so by designated school authorities.
- Understand that electronic mail or direct electronic communications is not private and may be read and monitored by school-employed persons.
- Not use the network in any way that would disrupt the use of the network or by others.
- Not use the EIS for commercial or financial gain, political lobbying, or fraud.
- Not attempt to harm, modify, add, or destroy software or hardware not interfere with system security.
- Understand that inappropriate use may result in cancellation of permission to use the electronic information services (EIS) and appropriate disciplinary action up to and including expulsion for students.
- Be responsible for the appropriate storage and backup of their data.
- Only download plug-ins for the purpose of enhancing the visual appeal of educational websites (i.e. Shockwave, RealPlayer, QuickTime, Flash, etc.)

In addition, acceptable use for School/District employees is extended to include requirements to:

- Maintain supervision of students using the EIS.
- Agree to directly log on and supervise the account activity when allowing others to use District accounts.
- Take responsibility for assigned, personal and School/District accounts including password protection.
- Take all responsible precautions, including password maintenance, file and directory protection measures, to prevent the use of personal, and School/District accounts and files by unauthorized persons.

#### *Unacceptable Uses*

- User may not connect or install any computer hardware, hardware components or software, which is their own personal property to and/or in the district's EIS without the prior approval of the District Information Technology Department.

- Users shall not post information that could cause damage or pose a danger of disruption to the operations of the EIS or the District.
- Users shall not access the network for any non-educational purposes.
- Users will not gain or attempt to gain unauthorized access to the files of others or vandalize the data or files of another user.
- Users will not download and use games, files, documents, music, or software for non-educational purposes. (i.e. Shockwave games/animations, audio and other visual files).
- Users will not possess any data, which may be considered a violation of these regulations, in paper, magnetic (disk), or any other forms.
- Users will not display name or photo to personally identify an individual without receiving written permission.
- Users will not reveal full name, address, phone number, or personal email without written permission from that individual.
- Users shall not plagiarize works that are found on the Internet or any other electronic resource.
- Users will not harass, insult, attach others or use obscene language in written communications.
- Users will not post anonymous messages.
- Users may not use free web-based email, messaging, video conferencing, or chat services without written permission from TPAN Network Administrator.
- Users will not violate School policy.

*Resource limitations*

- Activities that are deemed by the network supervisor to cause unreasonable demand on network capacity or disruption of system operation are prohibited.
- Users shall subscribe only to high quality discussion groups or mailing lists that are relevant to their education or career development.
- Users shall not use the District's EIS for commercial purposes or financial gain. This includes the creation, development and offering of goods or services for sale, and the unauthorized purchase of goods or services.
- District approved purchases will be made following District approved procedures.
- The District's portable information systems and educational technology resources such as notebook computers, peripherals, and/or companion devices, will be at the school sites during school hours.

### *Personal Responsibility*

- Each user must report any misuse of the EIS to the administration or system administrator, as is appropriate. Each user understands that many services and products are available for a fee and acknowledge their personal responsibility for any expenses incurred without School/District authorization.

*Network Etiquette. Each user is required to abide by the following rules of network etiquette:*

- Be polite and use appropriate language. Do not send, or encourage others to send, abusive messages.
- Respect privacy. Do not reveal any home addresses, or personal phone numbers or personally identifiable information.
- Avoid disruptions. Do not use the network in any way that would disrupt the use of the systems by others.
- Observe the following considerations:
  - o Be Brief
  - o Strive to use correct spelling and make messages easy to understand.
  - o Use short and descriptive titles for articles.
  - o Post only to known groups or persons.

### *Services*

The School specifically denies any responsibility for the accuracy of information. While the school will make an effort to ensure access to proper materials, the user has the ultimate responsibility for how the electronic information services (EIS) is used and bears the risk of reliance on the information obtained.

Each user must abide by the provisions and conditions indicated. Any violations of the above terms and conditions may result in disciplinary action and the revocation of use of information services.

### **EMPLOYEE BLOGS AND SOCIAL MEDIA**

If an employee decides to keep a personal blog, or use other social media that discusses any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including its computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be adhered to;
- Employees should make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf, unless authorized in writing by the Managing Executive Director;

- Employees are not authorized to publish any confidential information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors; and
- Employees must comply with all School policies, including, but not limited to, rules against sexual harassment and retaliation.

### Creating and Using School Social Media

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

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

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

- Request and obtain permission to create School social media from Executive Director.
- Contact the IT Department to set up the social media. Provide the IT Department with the username and password that you would like assigned to the account. If you change the username and/or password, you must immediately update this information with the IT Department. Failure to do so may result in disciplinary action, up to and including termination.

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

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

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

have a reasonable expectation of privacy in their use of or access to the School's various electronic communications systems.

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

The School reserves the right to take disciplinary action against any employee whose blog violates this or other School policies. This policy is not intended to interfere with employees' right to participate in concerted activity such as communicating with their coworkers regarding their wages, hours or terms and conditions of employment, or to their right to self-organize or join labor organizations or any other rights protected under the National Labor Relations Act.

## **SECTION 5. SAFETY IN THE WORKPLACE**

### **EACH EMPLOYEE'S RESPONSIBILITY**

#### **SMOKING IN THE WORKPLACE**

All employees are expected to observe and comply with all posted "No Smoking" signs and notices at all times. Employees who violate this policy will be subject to discipline, up to and including termination of employment.

#### **SMOKING BY STAFF MEMBERS**

The possession or use of tobacco products is prohibited in the following locations:

- School Grounds
- School Buildings
- School parking lots.
- School playing fields.
- School buses and other School vehicles.
- Off-campus school-sponsored events.

Under Nevada law, a person who violates the prohibition is guilty of committing a petty offense.

The prohibition does not apply to an adult when possession or use of the tobacco products are for demonstration purposes as a necessary instructional component of a tobacco prevention or cessation program that is approved by the school.

### **DRUG AND ALCOHOL POLICY**

#### *Policy Statement*

Our employees are our most valuable resource, and their own health and safety are therefore serious concerns. We will not tolerate any drug or alcohol related conduct that imperils the health and well-being of our employees. Further, the use of illegal drugs and abuse of controlled substances is

inconsistent with law abiding behavior expected of all citizens. Employees who use illegal drugs or abuse other controlled substances or alcohol tend to be less productive, less reliable, and prone to greater absenteeism resulting in the potential for increased cost and risk.

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

### *Scope of Policy*

This policy applies to all School employees, including management, administration, office, and temporary employees, and to all applicants who have received conditional offers of employment with the School.

Depending upon their specific job duties, certain employees may be subject to additional requirements under client requirements or state or federal regulations,<sup>1</sup> including additional restrictions on drug or alcohol use, and additional provisions for drug and/or alcohol testing.

### *Prohibited Use*

The School prohibits the following by employees during work hours, while on School premises, using School equipment (including vehicles) or performing School business at any location:

- Use, possession, manufacture, distribution, dispensation, purchase, or sale of alcohol (if unauthorized), illegal drugs, or drug paraphernalia.
- Use or possession of medical marijuana, or products containing medical marijuana, by a person who is authorized to use medical marijuana under state law.
- Storing alcohol (if unauthorized), illegal drugs, or drug paraphernalia in a locker, desk, automobile, or other repository on School premises.
- Being under the influence of alcohol or illegal drugs. The School considers an alcohol concentration of 0.04% to constitute impairment and to be prohibited.
- Refusing to submit to an inspection or testing when requested by management.
- Failure to keep all prescribed medicine in its original container, which identifies the drug, date of prescription, and the prescribing doctor.
- Use of prescription drugs obtained illegally or used against the directions of a licensed professional. Prescription drugs obtained illegally or used against the directions of a licensed professional is considered by the School to be illegal drugs.
- Violation of any criminal drug or alcohol ordinances or statutes.

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<sup>1</sup> It is the School's intent that this policy comply with all federal, state and local laws and regulations, and that it should be enforced consistent with such laws and regulations. The School will not enforce any portion of this policy to the extent it conflicts with any federal, state or local laws or regulations.

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

### *Medical Marijuana*

Employees/applicants will not be discriminated against nor found to be in violation of this policy if they lawfully use medical marijuana, but only if they use it in full compliance with Nevada law and this policy, which means the following:

- Employees/applicants must properly obtain and use medical marijuana in accordance with Nevada law.
- Employees may never possess or use medical marijuana on School property, while on duty, when reporting to work, or when operating School equipment or any vehicle, whether School or private, while on School business.
- Employees cannot be at work, on duty, or operating School equipment or any vehicle, whether School or private, while on School business while impaired by medical marijuana.
- If an employee/applicant ever tests positive for marijuana, the individual must promptly produce a valid medical marijuana card issued pursuant to Nevada law and must not have used, possessed, or been impaired by medical marijuana at work, on duty, or while operating School equipment or any vehicle, whether School or private, while on School business.

Should an employee exhibit signs of impairment, the above-described testing policy should be followed.

### *Notifications*

Pursuant to federal law, employees are required to notify the School of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction.

### *Searches*

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

### *Circumstances under Which Testing May Be Required*

Testing of job applicants and all employees is required as outlined below.

- A. Job applicants to whom a job offer has been made may undergo a drug test before the hiring process is final.
  - An applicant who tests positive for illegal drugs, subject to exceptions under applicable state law, may not be eligible for hire.



- An applicant who tests positive for marijuana and who can provide a current and valid registration card for the use of medical marijuana will not be denied employment based solely on a positive test result. In making a hiring decision, the School will consider all relevant factors, including the position for which the applicant is applying.
- B. Drug and alcohol testing of employees may be conducted under the following circumstances:
- To investigate possible employee impairment.
  - When an employee is found in possession of illegal drugs or alcohol or when suspected illegal drugs or alcohol are found in an area controlled or used exclusively by the employee, such as an employee's locker, desk or workspace.
  - Where there is a reasonable belief that an employee contributed to a workplace accident, resulting in bodily injury or property damage in an amount determined by the School, in its sole discretion, to be material.
  - As part of a routine testing program instituted as a result of prior disciplinary action against the employee or as part of a rehabilitation program related to the use of drugs or alcohol.
  - When an employee is assigned to a client work site where testing is required by law or agreement.
  - When an employee is transferring into a position that has been designated as safety sensitive by the employer or which includes tasks or duties that the employer in good faith believes could affect the safety or health of the employee performing the task or others.
  - On a random basis of all employees, or groups of employees, including supervisors and/or managers within the designated group to be randomly tested.
  - When necessary to the maintenance of safety for employees, patients or the public at large.

When necessary to the maintenance of productivity, quality of products or services or security of property or information.

#### *Testing Procedures*

- A. Drug and alcohol testing by urine, hair, blood and/or breath sampling will be conducted at the School's expense at a certified laboratory designated by the School. All testing will be conducted consistent with applicable law and scientifically accepted analytic testing methods and procedures will be followed by the collection facility or any certified laboratory involved in the analysis. Test results of the School-designated laboratory are considered final.
- The collection of samples shall be performed under reasonable and sanitary conditions.

- Samples will be labeled in order to reasonably preclude the possibility of misidentification of the person tested in relation to the test result provided.
- Sample collection, storage and transportation to the place of testing shall be performed in a manner reasonably designed to preclude the possibility of sample contamination, adulteration or misidentification.
- Drug testing shall include confirmation of any positive drug test results for employees. Confirmation of positive drug test results for employees shall be by use of a different chemical process than was used in the initial drug screen. The second or confirmatory drug test shall be a chromatographic technique such as gas chromatography-mass spectrometry or another comparably reliable analytical method.
- Employees/applicants will have an opportunity to provide any information that may be considered relevant to the test, including identification of currently or recently used prescription or nonprescription drugs or other relevant medical information.

B. Tests may screen for the following substances or their metabolites:

- alcohol
- amphetamines
- barbiturates
- benzodiazepines
- cannabinoids
- cocaine
- methadone
- opiates
- propoxyphene
- methaqualone
- phencyclidine
- mood or mind-altering substances
- “look-alike” substances
- designer and synthetic drugs
- certain inhalants
- unauthorized prescription or registered drugs

Employees and applicants tested should notify collection site personnel of information that could affect test results, including identification of currently or recently used prescription, registered or nonprescription drugs.

- C. Employees may be asked to participate in random, routine or reasonable suspicion drug/alcohol testing. Reasonable suspicious testing will be conducted if two or more supervisors, employees, or medical personnel observe an employee acting in such a manner to raise suspicion that the employee is under the influence of a drug or alcohol or is acting in such manner that they may harm themselves or another employee. Employees selected under any of these programs must report to the School designated collection site upon notification and as directed by management. An employee’s inability to provide a sample within three (3) hours after arriving at the collection site may result in discipline, including termination of employment.
- D. As to each type of testing, the School requires that the test results affirmatively indicate a negative result. A test will not be deemed adequate or determinative if the results are either “positive” or “inconclusive.” A urine level for alcohol of 0.04% will be deemed

to constitute impairment. When a result is deemed “inconclusive” the School may, in its sole discretion, authorize a re-test.

- E. A refusal to submit to drug or alcohol testing procedures or a failure to cooperate with the implementation of this policy may result in discipline, up to and including discharge.
- F. Any alteration, adulteration or contamination of a test sample or its identification or tampering with such sample or its identification will result in termination of the employee’s employment or denial of employment.

### *Employee Responsibilities*

Each employee shall report for drug and/or alcohol testing as instructed. Failure to timely report will be considered a refusal to submit to the test.

Employees have no obligation to report their use of lawful prescription drugs to their supervisor or to the School unless the employee has good reason to believe that the use of that lawful prescription drug may negatively affect job safety or performance. Any reporting of such use will be handled confidentially and whatever action is taken, if any, will depend on all available facts.

### *Confidentiality*

Designated person(s) in the School will receive all reports of test results. This person(s) will notify only those School employees or agents who have a need to know about the test results. Individuals tested may, upon request, receive a copy of their written test results. Information regarding test results will not be provided to any other person(s) without the written consent of the individual tested, except as allowed or required by law.

### *Use of the Results*

The School will take action on a confirmed positive test result only after receiving a report from its designated testing site or laboratory. Detection of illegal drugs or alcohol may result in the following:

- A requirement that the employee enroll in an employer-provided or employer- approved rehabilitation, treatment or counseling program, which may include additional drug testing or alcohol impairment testing, participation in which may be a condition of continued employment and the costs of which may or may not be covered the employer’s health plan policies.
- Suspension, with or without pay, for a designated period of time.
- Termination of employment.
- In the case of drug testing, refusal to hire an applicant.
- Other adverse employment action.

Upon request, the employee or applicant will be given an opportunity to explain, in a confidential setting, a positive test result, and the presence of any drug in the employee’s or applicant’s system, and to substantiate the explanation. The School, however, reserves the right to impose discipline, including discharge, or withdrawal of a hiring offer, as to any employee/applicant who violates this policy. Any

disciplinary decision will be communicated in writing to the employee and will be accompanied by a copy of the test results.

### *Violations*

Compliance with this Drug and Alcohol Policy is a condition of employment at the School. Failure to comply with any part of this policy will result in discipline, up to and including termination, at the School's sole discretion.

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

## **TRANSPORTING OR STORING FIREARMS**

Employees may not, at any time, while on the School property, or anywhere that the School business is conducted, possess or use any weapon. This policy does not prohibit a person from lawfully transporting or storing a firearm that is: (1) in the person's locked and privately owned motor vehicle or in a locked compartment on the person's privately owned motorcycle; and (2) not visible from the outside of the motor vehicle or motorcycle. However, a person may not transport or store a firearm under these circumstances if: (1) the possession of the firearm is otherwise prohibited by federal or state law; (2) the motor vehicle is owned by the School and used in the course of employment; or (3) the School provides a parking lot or garage that is secured by a fence or other physical barrier and has limited access because of a guard or other security measure, and the School provides temporary and secure firearm storage (which must be monitored with ready access allowing for immediate retrieval of the firearm upon exit from the premises).

## **SECTION 6. STUDENT ISSUES**

### **REPORTING SUSPECTED CRIMES OR INCIDENTS**

Staff members must report any suspected crimes against persons or property and any incidents that could potentially threaten the safety and security of pupils, teachers, or administrators to their immediate supervisors.

Employees of the School who violate these rules are subject to disciplinary action.

### **USE OF PHYSICAL FORCE BY SUPERVISORY PERSONNEL**

Any administrator, teachers, or other school personnel entrusted with the care and supervision of a minor may use reasonable and appropriate physical force upon the minor to the extent reasonably necessary and appropriate to maintain discipline. Similar physical force will be appropriate in self-defense, in the defense of other students and school personnel, and to prevent or terminate the commission of theft or criminal damage to the property of the School or the property of persons lawfully on the premises of the School.

The threat or use of physical force is not justified as a response to verbal provocation alone, nor when the degree of physical force is used is disproportionate to the circumstances or exceeds that necessary to avoid injury to individuals to preserve property at risk.

### **FIELD TRIPS**

Field trips must be planned within the context of the school program and must be appropriate for the age level, grade level, and curriculum. Due to limitations imposed by local conditions, field trips may be

limited by the Executive Director. All field trips must be specifically approved by the Executive Director long enough in advance so that arrangements can be made prior to the trip. Before any student is taken from the school grounds on a field trip, written permission must be obtained from the parents or legal guardians. Transportation shall be provided only by School buses, driven by authorized personnel.

In general, field trips shall be conducted within the normal school day and shall be limited to a distance of not more than fifty (50) miles one way from the school. Longer trips or overnight trips must have School Board approval. The School will not sponsor, approve, support, or encourage field trips that do not meet the criteria outlined in this policy, unless the Board gives approval after a presentation justifying the specific need for this exception.

Field trips are very useful to encourage learning through exploration of the environment not immediately accessible to the classroom. However, field trips are only one means of achieving an educational objective. Approval of field trips will be based on a number of items such as availability of transportation, budget, personnel, weather, risks, and distance, as well as educational objectives, and any other factor that the School deems appropriate in its sole and absolute discretion.

Field trips must be planned within the context of the school program and must be appropriate for the age level, grade level, and curriculum. It is the responsibility of each teacher to organize field trips. Trips should be organized so that an experience is not repeated yearly for a student or groups of students. There might be some justification for repeating an experience, but generally the same field trip will not be repeated for any one student within a three- year cycle.

The cost of transportation for field trips must be included in budget planning. Each teacher who wishes to plan field trips should make tentative plans with the Principal/LCC during budget planning. Such plans should include the place, time, and educational justification for each field trip. The School will attempt to have some capacity for scheduling field trips beyond those requested by the teachers as part of the budget process, but there can be no assurance that such unbudgeted trips can be accommodated.

Before any student is taken from the school grounds on a field trip, written permission must be obtained from the parents or legal guardians.

All permission slips and money must be collected before the date of the field trip. Permission slips and the first aid kit need to be taken on each field trip.

Please complete the **FIELD TRIP REQUEST FORM** at least three weeks before the date of the proposed field trip. This form should be submitted to the Principal/LCC for approval.

Please complete the **STUDENT FIELD TRIPS PARENTAL AUTHORIZATION FORM** and distribute to the students at least two weeks before the trip.

The forms are available from the Principal/LCC.

### **TECHNOLOGY RESOURCES (MOVIES/VIDEOS)**

Movies and videos with ratings other than for general audiences of all ages are not to be shown in classrooms or at any School facility (this includes buses and motels where students are present) except when:

- The movie or video has been previewed by the teacher or other certified staff member;

- The movie or video has been determined to not contain materials that are objectionable or inappropriate for the age group to which it is intended to be shown;
- The responsible site administrator or Principal/LCC has approved the use of the movie or video prior to its showing;
- The teacher or other certified staff member has provided advance notification to each student's parent(s), or other responsible adult, of the title of the movie or video and the date on which it will be shown; or
- A student whose parent(s) or other responsible adult has provided notice of their disapproval will not be permitted to view the movie or video.

Parent has the right to request that their child not view any movie or video, regardless of its rating or the purpose for which it is to be shown.

It is the policy of the School that there is educational value in utilizing movies and videos in classrooms only when such movies and videos extend and/or reinforce the concepts being taught and have been planned for in advance.

The Executive Director shall develop regulations for the use of movies/videos in the classroom.

**ACKNOWLEDGMENT RECEIPT OF NEVADA EMPLOYEE HANDBOOK AND AGREEMENT**

I have received a copy of the 2022-2023 ThrivePoint Academy Nevada Employee Handbook, and I understand that I am responsible for reading the personnel policies and practices described within it. I understand that this Handbook replaces any and all previously issued inconsistent Handbooks, policies, and practices of the School.

I agree to abide by the policies and procedures contained therein. This includes, but is not limited to, notifying the School of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 calendar days after the conviction in compliance with the Drug and Alcohol Policy.

I understand that the policies and benefits contained in this employee Handbook may be added to, deleted, or changed at any time. I understand that neither this Handbook nor any other written or verbal communication by a management representative is intended to, in any way, create a contract of employment, either express or implied. I also understand and agree that my employment with the School is at-will, which permits the School or me to terminate the employment relationship at any time, with or without reason or advance notice. I further understand that transfers, demotions, suspensions, employee discipline, and changes in the terms and conditions of employment may be administered at the sole and absolute discretion of the School. I understand that these conditions of my employment may not be modified orally and may only be modified in a writing signed by the Executive Director of the School and me. I understand that nothing in this Handbook is intended to limit the at-will nature of my employment or the School's ability to change the terms and conditions of my employment in its sole and absolute discretion.

If I have questions regarding the content or interpretation of this employee Handbook, I will bring them to the attention of the administration.

The foregoing constitutes the entire terms of the agreement between me and the School regarding the duration of my employment and the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion.

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

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

Employee Signature: \_\_\_\_\_