

EMPLOYEE HANDBOOK

2014-2015



**THE CHARTER SCHOOLS
OF EXCELLENCE**

**Approved
August 4, 2014**

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INTRODUCTION

Welcome to a new school year!

On behalf of the Board of Directors, we welcome you to the Charter Schools of Excellence (CSE). Thank you for joining our excellent staff. We look forward to a successful year.

The Charter Schools of Excellence, founded in 1997 by Robert Haag, Businessman and Real Estate Investor, and Hamilton C. Forman, well known in the community as a mover and a shaker who is credited with impacting nearly every sector of South Florida life, along with an impressive board made up of judges, former elected officials and community activists, was one of the first charter schools to open in Broward County.

This Handbook is designed to acquaint you with Charter Schools of Excellence (CSE) and provide you with information concerning what to expect from Charter Schools of Excellence and what Charter Schools of Excellence expects from you. CSE believes that an honest, open relationship with each employee is vital to our mutual success.

This Handbook is also prepared to provide information on school policies, benefits, programs, and procedures for school personnel. Please keep this readily available during the school year. We are certain it will answer many questions that you may have. Any suggestions or recommendations for the improvement of this Handbook will be appreciated.

The success of The Charter Schools of Excellence can be attributed to a combination of a superior instructional staff, an advanced curriculum, a supportive Board of Directors, and a demand for strong parental and community involvement. We believe that each employee contributes directly to CSE'S growth and success, and we hope you will take pride in being a member of our staff.

Highly effective schools have certain characteristics. In a superior school, 99% of the staff is on task 99% of the time. Now you can see why we have high expectations.

On behalf of the Board of Directors, we are pleased to have you on our staff and hope that your experience here will be challenging, enjoyable, and rewarding.

Again, Welcome!

Robert Haag
Superintendent

Tracy A. Nessler
Deputy Superintendent

Jeremy Westbrooks
Director of Support Services

Our Vision

The vision of CSE is to lead Florida public schools in the standard for educational quality. The core values of honesty, respect, tolerance, fairness, self-discipline, integrity, responsibility, citizenship, work ethic, and trust are the foundation upon which the Schools are built.

Our Mission

The Mission of CSE is to challenge, nurture, and lead all students to become productive citizens by establishing a strong foundation for lifelong learning. We believe the purpose of a primary school education is to prepare students to be successful in their continuing education, to create positive learning habits and work habits, to prepare students to be successful in their careers, to teach students to be responsible and informed citizens, to teach students to communicate effectively, and to create a basis for a desire for lifelong learning.

Our Focus

The success of Charter Schools of Excellence can be attributed to a combination of a superior instructional staff, an advanced curriculum, a supportive Board of Directors, and a demand for strong parental and community involvement. We believe that each employee contributes directly to CSE's growth and success, and we hope you will take pride in being a member of our staff.

1.1 INTRODUCTION STATEMENT

No Employee Handbook can anticipate every circumstance or question about policy. This Handbook clarifies the Charter Schools of Excellence employee relationship and provides general information on the policies and procedures. Nothing in this Handbook is meant to imply, create, or constitute a contract of employment or limit the Charter Schools of Excellence's discretion to discipline or terminate employment. Also, no employee, agent, or representative of the Charter Schools of Excellence has the authority to authorize you to engage in any conduct or behavior that conflicts with employment policies and procedures or to offer an expressed or implied contract of employment unless that authorization is set forth in writing and signed by the Superintendent or Board of Directors of the Charter Schools of Excellence.

CSE at all times reserves the right to revise, supplement, or rescind any policies or portion of the Handbook from time to time (other than the at will policy which requires all changes to be in writing), as it deems appropriate, in its sole and absolute discretion. At this same time, the Charter Schools of Excellence's employment-at-will policy dictates that teachers who are in their respective probationary first year or the Charter Schools of Excellence, as the employer, may end the relationship for any reason at any time as set forth in Florida Statute 1012.335(1) (c). All other employee's employment is dictated by CSE's

employment at will policy wherein the employee or Charter Schools of Excellence, as the employer, may end the employment relationship for cause or no cause at any time.

Employees will be notified of any changes to the Handbook as they occur.

1.2 EMPLOYEE RELATIONS

The Charter Schools of Excellence believes that the work conditions, wages, and benefits it offers are competitive with those offered by other districts and schools in this area. If you have concerns about work conditions or compensation, you are strongly encouraged to voice these concerns openly to your supervisor.

Our experience has shown that when you deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that CSE amply demonstrates its commitment to you by responding effectively to employee concerns.

Each employee is considered a valuable part of the CSE Team. The success and continued growth of CSE is dependent upon each employee understanding and believing in our vision. This will provide the foundation for mutual respect and consideration.

THE CHARTER SCHOOLS OF EXCELLENCE GOALS:

- To provide equal employment opportunity and treatment regardless of race, religion, color, sex, marital status, disability, national origin, veteran status, or any other protected characteristic.
- To provide competitive salaries and employee benefits.
- To provide support for curriculum, faculty and administration needs.
- To monitor and comply with applicable federal and state laws and regulations concerning employee safety.
- To provide training consistent with the Charter Schools of Excellence's requirements for those whose needs, capabilities, and desires warrant such training.
- To accept constructive suggestions which relate to methods, procedures, working conditions, and the nature of the work performed.
- To utilize effective procedures for you to discuss matters of interest or concern with your immediate supervisors and have those issues addressed.
- To provide training, development and career advancement opportunities.
- To ensure that management provides a spirit of harmony and teamwork with all employees as it relates to the total work experience.
- To provide an open door policy.
- To comply with all applicable laws and regulations.

THE CHARTER SCHOOLS OF EXCELLENCE EXPECTS YOU:

- To arrive and begin work on time.
- To adhere to your assigned work schedule.
- To give a productive day's work.
- To demonstrate a considerate, friendly, and constructive attitude toward fellow faculty, co-workers, students and parents.
- To adhere to the policies adopted by the Charter Schools of Excellence.
- To practice teamwork at all times to enhance a positive work environment.
- To adhere to the Charter Schools of Excellence's Mission Statement at all times by all employees.
- To treat our students as our ultimate concern. We must instantly satisfy their needs by reacting quickly to correct any problems immediately.
- To know that A POSITIVE ATTITUDE AND SMILE, ARE A PART OF YOUR DAILY WARDROBE.
- To maintain positive contact and relationships with students, parents and colleagues.

1.2 (a) DIVERSITY

CSE is committed to fostering, cultivating and preserving a culture of diversity and inclusion. Our human capital is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and company's achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

CSE's diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for the diversity.

All employees of CSE have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or

off the work site, and at all other company-sponsored and participative events. All employees are also required to attend and complete annual diversity awareness training to enhance their knowledge to fulfill this responsibility.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the company's diversity policy and initiatives should seek assistance from a supervisor or the Director of Support Services.

1.3 PROBATIONARY PERIOD OF EMPLOYMENT

The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. CSE uses this period annually to evaluate employee's capabilities, work habits, and overall performance. Either the employee or CSE may end the employment relationship at will at any time during the probationary period, with or without cause or advance notice.

Probationary Contract for First Year Administration and Faculty: This is a Probationary Contract based on this being this initial term of employment in accordance with Florida Statute 1012.335(1) (c). The Probationary Period is for a one (1) year period. All new employees other than administration and faculty work on an introductory basis for the first 120 calendar days after their date of hire. Benefits for new employees are awarded as follows:

- Benefits required by law such as workers' compensation insurance and Social Security take effect immediately.
- Medical insurance takes effect after thirty (30) days of employment or during the following enrollment period.
- Life insurance and Disability takes effect after 90 days of employment.
- FRS (Florida Retirement System) takes effect immediately; employee contributes 3% as mandated by law.
- FRS Temporary Position for State Agencies; A temporary position in a state agency is an employment position, which is compensated from an OPS account as provided in section. 216.011(1)(dd), Florida Statutes.
- FRS Temporary Position Policy for Local Agencies; A temporary position in a local agency, other than a water management district operating pursuant to Chapter 373, is: an employment position which will not exist beyond six consecutive calendar months; or an employment position listed below, regardless of whether it will exist beyond six consecutive calendar months:
 1. **Student Positions** – positions filled by persons who are bona fide students in an accredited educational or vocational program and who perform service for a position cannot be filled by anyone other than a student.
 2. **Work-Study Positions** – positions filled by students participating in the Federal work-study program.

3. **Temporary Instructional Positions** – positions established with no expectations of continuation beyond one semester or trimester at a time for persons to teach in a community college, public school, or vocational institution; such positions may include paper graders, tutors, note takers, and lab tutors at community colleges.
4. **Substitute Teacher Positions** – positions filled by persons who are not on contract and who are called to work intermittently to substitute teach.
5. **On-Call Positions** – positions filled by employees who are called to work for brief periods and whose work ceases when the work is completed. (If an employee has a work schedule and works consistently month after month, he/she is considered to be filling a regularly established position and should be enrolled in the FRS from the date of employment.)
6. **CETA and JTPA Positions, and “Enrollees” of Senior Community Service Employment Program** – positions provided for in rule 60S-1.004(4)(c)7.a. and 8.a., Florida Administrative Code.
7. **Non-salaried Elective Positions** – elective office positions in which the elected officials receive no compensation, but receive expenses such as per diem, a stipend, or an honorarium.
8. **Temporary Non-instructional Community College Positions** – effective July 1, 1991, non-instructional positions filled by employees paid from an OPS budget account for not more than 2,080 hours of total service within a single community college. (Any such person who is employed beyond 2, 080 total aggregate hours within a community college shall thereafter be an employee filling a regularly established position and a compulsory member of the FRS regardless of the budget from which he/she is paid.)

Employees who are promoted or transferred within CSE must complete a secondary introductory period of the same length with each re-assignment to a new position. Any significant absence will automatically extend an introductory period by the length of the absence. If CSE determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

In cases of promotions or transfers within CSE, an employee who in the sole judgment of management is not successful in the new position can be removed from that position at any time during the secondary introductory period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and CSE's needs.

Upon satisfactory completion of the initial introductory period, employees enter the "regular" employment classification.

1.4 EMPLOYMENT AT WILL

Employment with CSE is voluntary and the teacher/administrator is free to resign at-will at any time, with or without cause during his/her probationary (first year) position under Florida Statute 1012.335(1)(c). All other employees are subject to the Employment at Will Doctrine. All employees resigning must give at least two (2) weeks' notice prior to their last day of employment or they will forfeit any awarded

vacation time, if applicable, so long as there is no violation of applicable Federal or State law. Similarly, CSE may terminate the employment relationship at-will at any time during the probationary period.

Policies set forth in this Handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between CSE and any of its employees. The provisions of the Handbook have been developed at the discretion of CSE's Administration, accepted by its Governing Board.

During the Probationary Period, new employees are eligible for those benefits that are required by law such as workers' compensation insurance and Social Security. They may also be eligible for other Charter Schools of Excellence -provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirement.

1.5 EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at CSE will be based on merit, qualifications, and abilities. CSE does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, marital status, disability, or any other protected characteristic under Title VII of the 1964 Civil Rights Act.

1.6 ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE

A. Discrimination/Harassment

The Charter Schools of Excellence recognizes its obligation to work towards a community in which diversity is valued, and affirms its commitment to ensure that every faculty, staff member and student of the Charter Schools of Excellence works in an environment free from discrimination or harassment based on race, color, religion, age, disability, sex; national origin, marital status, and veteran status. Such discrimination and harassment is prohibited by a variety of Federal, State and local laws, including, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, 110.1221 Florida Statutes, the Older Workers Benefits Protection Act (OWBPA), the Pregnancy Act of 1978 or any other Federal, State or local law concerning discrimination. This policy is intended to comply with these anti-discrimination laws:

1. This policy applies to all employees and students of the Charter Schools of Excellence. It also covers harassment involving patrons, vendors, and other individuals with whom employees of the Charter Schools of Excellence have interaction as a condition of their employment.
2. Discrimination/harassment is defined as verbal or physical conduct that threatens, intimidates or coerces, or that impairs an employee's ability to perform his or her job.
3. Filing groundless and malicious complaints of discrimination/harassment is prohibited.

4. Disciplinary action will be taken against any employee who violates this policy. Such action may include coaching, counseling, written warnings, suspension, or termination of employment.

B. Anti-Harassment

1. It is the policy of the Charter Schools of Excellence that all employees should be able to enjoy a work environment free of discrimination and harassment. This policy refers to, but is not limited to, harassment in the following areas: race, color, religion, age, disability, sex; national origin, marital status, and veteran status. Discrimination/Harassment also includes display or circulation of written or electronic materials or pictures degrading to either gender or to racial, ethnic, or religious groups; and verbal abuse or insults directed at or made in the presence of members of a racial, ethnic, or minority group.
2. The Charter Schools of Excellence takes allegations of discrimination/harassment seriously and will respond promptly to complaints. In fulfilling their obligation to maintain a positive and productive work environment, managers and supervisors are expected to immediately halt any harassment or discrimination which comes to their attention and are expected to report such violations to the Director of Support Services. Where it is determined that such inappropriate conduct has occurred, the Charter Schools of Excellence will act promptly to eliminate the conduct.
3. Discrimination/ Harassment Training: As of October 1, 2012, all employees, both new as well as existing, will be required to take an on-line, or in person, discrimination/ harassment/diversity training tutorial. The Supreme Court has indicated that it is highly advisable for all employers to provide training for its respective employees to ensure compliance with the requirements of discrimination/harassment laws. All employees will be asked to take the tutorial, pass the mastery test, and record their certificate of completion with the Central Office.
4. Definition of Sexual Harassment

The legal definition for sexual harassment is: The making of unwanted and offensive sexual advances or of sexually offensive remarks or acts, especially by one in a superior or supervisory position or when acquiescence to such behavior is a condition of continued employment, promotion, or satisfactory evaluation.

- a. Under these definitions, direct or implied requests by a supervisor for sexual favors for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.
- b. The legal definition of sexual harassment is broad. In addition to the examples above, other sexually oriented conduct that, whether intended to be or not, is unwelcome and has the

effect of creating a work place environment that is hostile, offensive, intimidating or humiliating to male or female employees may also constitute sexual harassment.

- c. While it is not possible to list all of the circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances, including the severity of the conduct and its pervasiveness:
- Unwelcome sexual advances – whether or not they involve physical touching
 - Sexual epithets, jokes, written or oral references to sexual conduct; gossip regarding one's sex life; comments on an individual's body; comments about an individual's sexual activity, deficiencies or prowess
 - Displaying sexually suggestive objects, pictures, cartoons
 - Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comment
 - Inquiries into one's sexual experiences
 - Discussion of one's sexual activities

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment or who has cooperated with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by the Charter Schools of Excellence.

Sexual harassment does not include verbal expression or written material that is relevant and appropriately related to the subject matter of a course/curriculum or to an employee's duties. This policy is not intended to abridge academic freedom or the Charter Schools of Excellence's educational mission.

C. Prohibited Conduct.

1. The following actions are prohibited:

- a. Sexual or other harassment based on protected characteristics; such as age, race, religion, national origin or disability by or between any faculty member, staff member or student, including individuals of the same sex.
- b. Discrimination /harassment by any faculty member, staff member or student against any individual who is not a faculty member, staff member or student while assigned to duties or academic programs of the Charter Schools of Excellence regardless of their work location.
- c. Discrimination /harassment by any vendor or individual external to the Charter Schools of Excellence against any faculty member, staff member or student during the transaction of business with the Charter Schools of Excellence.
- d. Retaliation by any faculty member, staff member or student against any individual who, in good faith, has made any allegation of Discrimination /Harassment, or who has testified, assisted, or participated in any way in any investigation, proceeding, or hearing conducted

under this policy or any Federal or State law.

- e. Knowingly making false accusations or allegations of discrimination /harassment, or making false statements in any inquiry or investigation of alleged Discrimination/ harassment.

D. Complaint Procedure

Individuals who believe they have been subjected to harassment from either a co-worker or a Supervisor should make it clear to the offender that such behavior is offensive to them and unwelcome, if the individual does not feel comfortable approaching the offender, he/she is not required to do so. However, he/she should immediately bring the matter to the attention of the Principal, the Assistant Principal, Department Head or any individual Board Member with whom you may feel comfortable in discussing the matter. The Central Office will make an independent inquiry into any allegations. All allegations of harassment will be immediately investigated. It is important for employees who feel that they have been harassed to report incidents to administration/management so they can be addressed and resolved.

Anyone found to have engaged in discrimination/harassment shall be subject to discipline, up to and including termination of employment.

E. Discrimination/Harassment Reporting and Investigation

When the Charter Schools of Excellence receives notice of conduct which appears to be discrimination or sexual harassment, it will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in accordance with the Charter Schools of Excellence's customary procedures and in such a way as to maintain confidentiality to the extent practicable under the circumstances and permissible by law. The investigation may, as appropriate, include private interviews with the person filing the complaint, with witnesses, and with the person alleged to have committed sexual harassment.

1. **Review of Complaints of Alleged Discrimination/Harassment:** Complaints of alleged Discrimination/Harassment shall be reviewed by the Director of Support Services or his or her designee to determine if an investigation is required. If the Director of Support Services or his or her designee determines to conduct an investigation, the complaint shall be investigated and resolved in accordance with appropriate procedures.

When the investigation is completed, the person filing the complaint and the person alleged to have committed the conduct will be informed that the investigation has been completed.

1. If the employee was engaged in inappropriate conduct, appropriate action will be taken immediately, using the Charter Schools of Excellence's established procedures, to fulfill its obligations under the law to promote a workplace that is free of discrimination or sexual harassment. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action as appropriate.

2. If after the completion of the investigation, any finding of discrimination is made, a record of the complete findings will be placed in the employee's personnel file. If no finding of discrimination on any charge or complaint is made, no record of the charge or complaint will be placed in the employee's personnel file unless the employee requests in writing that the record of the completed investigation be placed in the employee's personnel file.

F. Retaliation

It is the policy of the Charter Schools of Excellence that no one will be retaliated against for making a complaint of harassment or discrimination based upon an honest perception of the events or for cooperating in the investigation of a complaint.

1. No hardship, no loss of benefit, and no penalty may be imposed on you as punishment for:
 - a. Filing or responding to a bona fide complaint of discrimination or harassment or discrimination
 - b. Appearing as a witness in the investigation of a complaint or
 - c. Serving as an investigator

Retaliation or attempted retaliation is a violation of this Policy and anyone who does so will be subject to severe sanctions up to and including termination.

1.7 NON-DISCRIMINATION AGAINST AND ACCOMMODATION OF INDIVIDUALS WITH DISABILITIES

The Charter Schools of Excellence complies with the Americans with Disabilities Act and applicable State law providing for non-discrimination in employment against qualified individuals with disabilities. The Charter Schools of Excellence also provides reasonable accommodation for such individuals in accordance with these laws. It is CSE's policy to, without limitation:

- Ensure that qualified individuals with disabilities are treated in a non-discriminatory manner in the pre-employment process and that employees with disabilities are treated in a non-discriminatory manner in all terms, conditions, and privileges of employment.
- Keep all medical-related information confidential in accordance with the requirements of the ADA and retain such information in separate confidential files.
- Provide applicants and employees with disabilities reasonable accommodation, except where such an accommodation would create an undue hardship on the Charter Schools of Excellence.

Effective 7/14/2014 the U.S. Equal Employment Opportunity Commission added provisions

to the Pregnancy Discrimination Act reflecting reasonable accommodations and tying it to the ADA. Pregnancy must be treated the same as any other disability in relation to reasonable accommodations.

PROCEDURES FOR REQUESTING AN ACCOMMODATION:

Qualified individuals with disabilities may make requests for reasonable accommodation to Charter Schools of Excellence's Director of Support Services. On receipt of an Accommodation Request, the Principal will meet with the requesting individual to discuss the potential accommodation that CSE might make to assist the applicant in the pre-employment process or for performing essential tasks of the job.

1.8 DRUG AND ALCOHOL USE

It is CSE's desire to provide a drug-free, healthy, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on CSE premises and while conducting business-related activities off CSE premises, no employee may use, possess distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

To inform employees about important provisions of this policy, CSE has established a drug-free awareness program. The program provides information on the dangers and effects of substance abuse in the workplace, resources available to employees, and consequences for violations of this policy.

Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the Superintendent or designee to receive assistance or referrals to appropriate resources in the community.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may participate in a rehabilitation or treatment program through CSE's health insurance benefit coverage.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify CSE of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction. Each new employee will

be required, as a condition of employment or a condition of continued employment, to sign the Drug Testing Consent Form, which will be provided. Pre-employment drug tests are mandatory.

To enforce the Charter Schools of Excellence's alcohol-free policies, candidates for employment and current employees can be required to submit to drug/alcohol testing in accordance with Charter Schools of Excellence's Drug and Alcohol Free Workplace Testing Program. Refusal to submit to drug/alcohol testing will be considered a resignation of employment.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or the Superintendent or designee without fear of reprisal.

1.9 HIRING OF RELATIVES

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Employees' relatives will not be employed by CSE under any of the following circumstances:

- Where one of the parties would have authority (or practical power) to supervise, appoint, remove, or discipline the other
- Where one party would be responsible for auditing the work of the other
- Where both parties would report to the same immediate Supervisor. Every other option, including reassignment within CSE, would be considered in good faith before layoff
- Where other circumstances might lead to potential conflict among the parties or conflict between the interest of one or both parties and the best interests of the School
- Where one of the parties is an employee of the School, the Principal of the School will determine in writing to the Chair of the Governing Board of Directors and the Board, that no potential problem or conflict of interest detrimental to the school exists. If two employees marry, become related or begin sharing living quarters with one another, and in the School's judgment, the potential problems noted above exist or reasonably could exist, only one of the employees will be permitted to stay with the School, unless reasonable accommodations, as determined by the Principal or his designee, can be made to eliminate the potential problem. The decision as to which relative will remain with the School must be made by the two employees within thirty (30) calendar days of the date they marry, become related, or begin sharing living quarters with each other. If no decision has been made during this time, the Governing Board of the School reserves the right to terminate either employee.

Relatives of persons currently employed by CSE may be hired only if they will not be working directly for or supervising a relative. This policy applies to any relative, higher or lower in the

organization, who has the authority to review employment decisions. CSE employees cannot be transferred into such a reporting relationship.

If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within 30 calendar days, senior management will decide.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisor relationship involved, the parties may be separated by reassignment or terminated from employment.

1.10 IMMIGRATION LAW COMPLIANCE

CSE is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with CSE within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Principal. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

1.11 CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which CSE wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Director of Support Services for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of CSE. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of CSE's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage.

If employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of CSE as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which CSE does business, but also when an employee or relative receives any kickback, bribe, gift, or special consideration as a result of any transaction or business dealings involving CSE. The receipts of such benefit are strictly prohibited.

1.12 OUTSIDE EMPLOYMENT

Employees may hold outside jobs as long as they meet the performance standards of their job with CSE. All employees will be judged by the same performance standards and will be subject to CSE's scheduling demands, regardless of any existing outside work requirements. It is highly suggested to discuss any outside employment prior to accepting a position that may conflict with CSE's daily schedule and commitment. As the primary employer, and if the primary job suffers, CSE has the right to approve or deny the outside employment.

If CSE determines that an employee's outside work interferes with performance or the ability to meet the requirements of CSE as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with CSE.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside CSE for materials produced or services rendered while performing their jobs unless authorized by the Board of Directors; such as recruiting currently enrolled students for off-site tutoring.

1.13 SOLICITATION

In an effort to assure a productive and harmonious work environment, persons not employed by CSE may not solicit or distribute literature in the workplace at any time for any purpose such as; Mary Kay, Avon, child's school fundraiser, etc.

CSE recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

In addition, the posting of written solicitations on company bulletin boards is restricted. These bulletin boards display important information, and employees should consult them frequently for:

- Legal notices
- Employee announcements
- Internal memoranda
- Job openings
- Organization announcements
- Payday notice
- Workers' compensation insurance information
- State disability insurance/unemployment insurance information

If employees have a message of interest to the workplace, they may submit it to the Superintendent or designee for approval. All approved messages will be posted by the supervisor, Superintendent or designee.

1.14 NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

The protection of confidential business information and trade secrets is vital to the interests and the success of CSE. All stakeholders put their trust in CSE to ensure personal information is properly safeguarded and is only used for legitimate purposes and only when absolutely necessary. Such confidential information protected by Family Educational Rights and Privacy Act (FERPA) includes, but is not limited to, the following examples:

- Compensation Data
- Student Lists
- Student Demographics
- Financial Information
- Labor Relations Strategies
- Pending Projects and Proposals
- Technological Prototypes
- Curriculum Development
- Student Health Records
- Student Records
- Student Addresses

Employees who have access to or are exposed to confidential information may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

1.15 ACCESS TO PERSONNEL FILES

CSE maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of CSE, and access to the information they contain is restricted. Generally, only supervisors and management personnel of CSE who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the supervisor, or the Superintendent or designee. With reasonable advance notice, employees may review their own personnel files in CSE's offices and in the presence of an individual appointed by CSE to maintain the files.

Access to the personnel files of CSE employees by persons other than those covered above shall be governed by the Florida Public Records Law, Chapter 119, Florida Statutes, and 1012.81, Florida Statutes. Others wishing to review the files of CSE employees may do so during normal business hours. Copies of any document or file will be provided in accordance with the law and any material not covered by the public records law will be removed prior to inspection or copying unless otherwise approved for same. CSE shall have the authority to establish additional requirements as is administratively necessary to carry out this policy and to insure the orderly transaction of CSE business. Files shall be reviewed in the presence of a representative of CSE who will answer questions or offer other assistance as necessary.

1.16 EMPLOYMENT REFERENCE CHECKS

To ensure that individuals who join CSE are well qualified and have a strong potential to be productive and successful, it is the policy of CSE to check the employment references of all applicants.

The Central Office will respond in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

1.17 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify CSE of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment, and other such status reports should be accurate and current at all times. If any personnel data has changed notify the supervisor, or the Superintendent or designee.

1.18 DRESS CODE

A higher standard of dress often encourages greater respect for yourself and others and results in a higher standard of behavior and all faculty and staff are expected to and are required to dress in a business manner. The dress code guidelines indicate the appropriate school dress for normal school days. The Board of Directors reserves the right to interpret these guidelines and/or make changes during the course of the year. Faculty and Staff are expected to follow the letter and spirit of these guidelines.

Hair: Hair must be worn neat and clean with no unnatural colors. No hats, bandannas or headbands may be worn across the forehead.

Shoes: Shoes must be worn at all times. For safety reasons zoris, thong sandals, peek-a-boo, or any other type of toeless shoe cannot be worn. Sneakers or rubber soled shoes may be worn only if they are in excellent condition.

Blouses/shirts/sweaters: All blouses and shirts must be tucked in. When appropriate, women may wear blouses with modest necklines or collared knit shirts. No see-through or sleeveless blouses or tank tops are allowed.

Clothing that exposes the torso and upper thighs or undergarments are not allowed. Here are examples of clothing which may not be worn: see through garments, mini-skirts or mini-dresses, halters, backless dresses, tube tops or tank tops without over-blouses or shirts, shirts or blouses tied at the midriff, clothing not properly fastened or with tears which are indecent, and bare midriff outfits. All trousers must be appropriately cinched. No oversized or low hanging trousers.

Slacks/pants/capri: Slacks or pants must be business professional. Sweatpants, leggings or cargo pants are not allowed. For ladies, Capri must be below the calf.

No denim or denim look-a-like material. Master Teachers, Beginning Teachers, and Teacher Associates only may wear jeans only on designated “Greens for Jeans” days.

Garments such as boxer shorts which are traditionally designed as undergarments may not be worn as outer garments. Other clothing not allowed are leggings without over-blouses that reach mid-thigh, tights or hosiery, including those with lace trim, and bicycle racing attire, unless underneath dresses, skirts, or appropriate shorts. T-shirts of any kind may not be worn.

Faculty and Staff may not wear clothing, jewelry, buttons, haircuts, or other items or markings which are offensive, suggestive or indecent, associated with gangs, encourage use of alcohol, tobacco, and other drugs, or violence. **Tattoos and/or body piercing excluding the ears must be covered at all times. Attire/accessories that support discrimination on the basis of age, color, handicap, national origin, marital status, race, religion, or sex are not permitted.**

Head coverings are not allowed indoors unless it is required for safety, religious or medical reasons.

Inappropriate use of hair grooming aids is not allowed. Curlers cannot be worn. Hair grooming is restricted to the rest room.

Sunglasses cannot be worn indoors unless a doctor's authorization is on file.

Articles of clothing or jewelry that may cause injury are not allowed.

In General: Male faculty and staff may not wear earrings or body piercings. Employees may not wear body piercing other than earrings. On planning days, faculty and staff may not wear anything immodest, grubby, or deemed inappropriate by the Administration.

Violation: Faculty and Staff that violates the dress code will be asked to return home and change into appropriate clothing. Consequences for violating the dress code are 3-10 days suspension and may include termination.

1.19 JOB POSTING AND EMPLOYEE REFERRALS

CSE provides employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience.

In general, notices of all regular, full-time job openings are posted, although CSE reserves its discretionary right to not post a particular opening. Job openings will be posted on the employee bulletin board and normally remain open for ten days.

Each job posting notice will include the dates of the posting period, job title, department, location, grade level, job summary, essential duties, and qualifications (required skills and abilities).

To be eligible to apply for a posted job, employees must have performed competently for at least 90 calendar days in their current position. Employees who have a written warning on file or are on probation or suspension are not eligible to apply for posted jobs. Eligible employees can only apply for those posted jobs for which they possess the required skills, competencies, and qualifications.

To apply for an open position, employees should submit a job posting application to the Principal listing job-related skills and accomplishments. It should also describe how their current experience with CSE and prior work experience and/or education qualifies them for the position.

CSE recognizes the benefit of developmental experiences and encourages employees to talk with their Principal about their career plans. Principals are encouraged to support employees' efforts to gain experience and advance within the organization.

An applicant's Supervisor may be contacted to verify performance, skills, and attendance. Any staffing limitations or their circumstances that might affect a prospective transfer may also be discussed.

Job posting is a way to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring manager. Other recruiting sources may also be used to fill open positions in the best interest of the organization.

CSE also encourages employees to identify friends or acquaintances who are interested in employment opportunities and refer qualified outside applicants for posted jobs. Employees should obtain permission from the individual before making a referral, share their knowledge of the organization, and not make commitments or oral promises of employment.

An employee should submit the referral's resume and/or completed application form to the Principal for a posted job. If the referral is interviewed, the referring employee will be notified of the initial interview and the final selection decision.

1.20 *GIFTS AND GRATURITY*

CSE employees may not accept gifts, entertainment, favors or other types of gratuities from competitors, parents, students, clients or suppliers other than promotional or other items of any value. Employees may, however, accept items of insignificant value as holiday gifts and end-of-year gifts from students and parents. Gifts should not exceed \$25.00.

Employees may not use their position to obtain favorable pricing on personal purchases. Any offers of gifts or special favors of a personal nature are to be reported to the employee's supervisor.

SECTION 2

2.1 EMPLOYMENT CATEGORIES

It is the intent of CSE to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and CSE.

Each employee is designated as either non-exempt or exempt from Federal and State wage and hour laws. Non-exempt employees are entitled to overtime pay under the specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of Federal and State wage and hour laws. An employee's exempt or non-exempt classification may be changed only upon written notification by CSE management.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are not in a temporary or introductory status and who are regularly scheduled to work CSE's full-time schedule. A full-time schedule is five (5) or more hours a day, five days a week. Generally, they are eligible for CSE's benefit package, subject to the terms, conditions, and limitations of each benefit program.

INTRODUCTORY employees are those whose performance is being evaluated to determine whether further employment in a specific position or with CSE is appropriate. Employees who satisfactorily complete their 120 day (business days only) probationary period will be notified of their new employment classification and will be eligible for each benefit program.

TEMPORARY employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of CSE's other benefit programs.

PER DIEM employees are those who routinely work either full-time or a part-time schedule and who accept additional compensation in lieu of participation in all but legally mandated benefit programs. CSE offers this category in limited classifications and to limited numbers of employees. Individuals participating in this program must sign waivers of their rights to participate in the benefit programs applicable to regular employees. Service in this category cannot be credited in any way toward any benefit program, even if the employee is later assigned to a benefit-eligible category. A change to or from this category can be accomplished only with the written consent of CSE.

CASUAL employees are those who have established an employment relationship with CSE but who are assigned to work on an intermittent and/or unpredictable basis. While they receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of CSE's other benefit program.

2.2 EMPLOYMENT APPLICATIONS

CSE relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in CSE's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment, regardless of when discovered.

2.3 PERFORMANCE EVALUATION

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted at the end of an employee's Probationary Period (excluding teachers/administrators) in any new position or within 10 days before or after the end of the 120 day period. This period, known as the Probationary period, allows the supervisor and the employee to discuss the job responsibilities, standards, and performance requirements of the new position. Additional formal performance evaluations are conducted to provide both supervisor and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

The performance of all employees is generally evaluated according to an ongoing 12-month cycle, beginning at the fiscal-year end.

After the first year of employment, a merit raise may be awarded based on performance of duties and ability to add value above and beyond the basic requirements. Since "Excellence" is the stated mission of our school, the striving for excellence and achievement of excellence will always be of the highest priority. Excellence may be honored with special merit bonuses should the financial circumstances of the school allow, and the employee meets criteria and performance standards as detailed in the annual evaluation.

CSE policy states that if an employee receives a less than effective overall year-end evaluation, he/she may not receive a salary increase the following school year and will not be eligible for a merit bonus. If an evaluator gives an administrator an overall score of Needs Improvement or Unsatisfactory, he/she must tell him/her there will be no pay increase for the following school year.

Florida Senate - 2013 SB 980

A performance evaluation must be conducted for each teacher/administrator at least once a year, except that a classroom teacher, as defined in s. 1012.01(2)(a), excluding substitute teachers, who is newly hired by CSE must be observed and evaluated at least twice in the first year of teaching at CSE. The performance evaluation must be based upon sound educational principles and contemporary research in effective educational practices.

2.4 TIMEKEEPING

Accurately recording time worked is the responsibility of every employee. Federal and State laws require CSE to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Employees will be required to utilize a biometric fingerprint system to record time on a daily basis. Employees will be responsible to accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

ALTERING, FALSIFYING, TAMPERING WITH TIME RECORDS, OR RECORDING TIME ON ANOTHER EMPLOYEE'S TIME RECORD MAY RESULT IN DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION OF EMPLOYMENT.

2.5 OVERTIME

Overtime compensation is paid to all non-exempt employees in accordance with Federal and State wage and hour regulations. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, paid holidays or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. If overtime is required, CSE will attempt to provide prior notice so that arrangements can be made. Non-exempt hourly employees will be paid time and one-half for all hours worked in excess of 40 hours in any one work week.

Failure to work scheduled overtime or overtime worked without written prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

CSE does not offer “comp time”; i.e., employees may not work longer hours on a particular day to take the same number of hours off at another time.

Fair Labor Standards Act (FLSA) guidelines prohibit the use of comp time as a substitute for overtime. Non-exempt employees must be paid overtime and must not be granted comp time for the time worked in excess of 40 hours per week

2.6 PAYDAYS

All employees are paid bi-monthly on the 15th and 30th, or last day of the month. Each paycheck will include earnings for all work performed through the end of the previous payroll period as long as the employee continues to be employed by CSE.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available, unless it's direct deposit, upon his or her return from vacation or may be picked up at the Administration Office.

PAYROLL CALCULATION:

- 244 Senior Management and Central Office
- 244 Lead Principal
- 216 Principals
- 216 Office Manager
- 201 Instructional

FACILITY

- 261 Security-Facilities Serviceperson
- 196 Food Service Manager
- 196 Food Service General Worker

2.7 HOURS AND ATTENDANCE

Your work schedule is arranged to give you the best possible schedule while meeting the Charter Schools of Excellence's requirements of providing students with an outstanding education. You should notify the immediate supervisor if there is a question concerning the work schedule. You are responsible for reviewing your individual schedule.

In accepting this job, you are obligated to be on the job each and every day or night as scheduled. Failure to report to the job as scheduled for two (2) consecutive days without properly notifying your supervisor shall be considered an immediate resignation of employment.

- You are expected to be in the school ready to report for work exactly on time. Tardiness may result in disciplinary action, up to and including termination.
- You are expected to work for the full amount of time assigned. Leaving the assigned work area earlier than the assigned time may result in disciplinary action, up to and including termination.
- Request for time off may only be approved by the Director of Support Services. It is important that your supervisor, or the Superintendent or designee is always informed of your

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

- In case of emergency or sudden illness, you must speak to your Supervisor or his/her designee at least two (2) hours prior to the scheduled starting time. If you are unable to speak to your Supervisor initially, you must contact your supervisor, or the Superintendent or designee personally within two (2) hours of the scheduled starting time, or as soon as possible thereafter.

2.8 PAY ADVANCES

CSE does not provide pay advances to employees.

2.9 ADMINISTRATIVE PAY CORRECTIONS

CSE takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Director of Support Services so that corrections can be made as quickly as possible.

2.10 PAY DEDUCTIONS

The law requires that CSE make certain deductions from every employee's compensation. Among these are applicable Federal, State, and local income taxes and the state mandated FRS deduction. CSE also must deduct Social Security and Medicare taxes on each employee's earnings up to a specified limit that is called the Social Security and Medicare "wage base." CSE matches the amount of Social Security and Medicare taxes paid by each employee.

CSE offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their pay checks to cover the costs of participation in these programs.

If you have questions concerning why deductions were made from your check or how they were calculated, the Principal can assist in having your questions answered.

2.11 WORK SCHEDULES/PLANNING TIME

Work schedules for employees vary throughout our organization. The supervisor, Superintendent or designee will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Planning Time will be scheduled only for teachers which will allow them time to plan activities and curriculum for their students.

2.12 SALARY SCHEDULE

Salaries are determined by the Board of Directors based on various factors including degree, experiences, and subject to individual negotiations. Charter schools are prohibited from using advanced degrees in setting a salary schedule for instructional personnel or school administrators hired on or after July 1, 2011, unless the degree is held in the individual's area of certification and is only a salary supplement. In addition, districts are required to establish a grandfathered salary schedule for school employees hired before July 1, 2014, that is partially based upon an employee's performance and includes differentiated pay based upon district-determined factors such as additional responsibilities, school demographics, critical shortage areas, and level of job-performance difficulty.

Effective July 1, 2014 all charter schools shall adopt a salary schedule or schedules to be used as the basis for paying all school employees. Instructional personnel shall be placed on a performance salary schedule. The base salary for instructional personnel or administrators shall be the salary paid in the previous year. Salary adjustments may be established for personnel who receive effective or highly effective, on the End of Year Evaluation. Salary supplements may be established for years of experience or other supplemental responsibilities as determined by the Superintendent or designee. There are not guarantees of equal salary. Teachers are responsible for acquiring employment verification in order for years of experience to be considered by the Superintendent or designee regarding salary. Instructional staff is responsible to maintain a valid Florida teaching certificate. Initial hire and reappointed is contingent upon providing to the central office a valid certificate. Master Teachers and Beginning Teachers who do not have a valid certificate in an area reflective of the grade and subject assigned, and Teacher Associates who do not have a valid Substitute Certificate on file shall not be eligible for employment.

A salary schedule will also be adopted for employees, other than instructional personnel, to be used as the basis for pay. Salary adjustments may be established for employees in this category who exceeds standards in all areas on the end of year competency based evaluation.

2.13 REST AND MEAL PERIODS

All full-time employees are provided with one meal period not to exceed 30 minutes in length each workday. Individual schedules will dictate whether employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time or whether employees are compensated for meal periods. The supervisor, Superintendent or designee will schedule meal periods to accommodate operating requirements. Employees, exempt and non-

exempt, are expected to use the biometric time system to record the start and stop time for meal periods.

Employees are expected to pack lunch or arrange to have it delivered to comply with a closed campus policy. Errands and appointments must be scheduled outside of scheduled work hours.

SECTION 3

3.1 USE OF PHONE AND MAIL SYSTEMS

Personal use of school telephones for outgoing calls, including local calls, is not permitted. Employees may be required to reimburse CSE for any charges resulting from their personal use of the telephone resulting in long distance charges.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

3.2 SMOKE FREE POLICY

The Charter Schools of Excellence is committed to the improvement of human health and well-being. CSE is particularly conscious of the health issues raised by the use of tobacco. It is the policy of CSE to prohibit smoking on all school premises in order to provide and maintain a safe and healthy environment for all employees, students and parents. Smoking or other use of tobacco or tobacco-like products, including "vaping" with E-cigarettes (or any electronic smoking device designed to resemble a cigarette, cigar, cigarillo or pipe) on school property or in school vehicles at any time is strictly prohibited. This policy applies to all employees, parents, contractors and visitors.

The smoke-free workplace policy applies to:

- All areas of school buildings.
- All school-sponsored off-site conferences and meetings.
- All vehicles owned or leased by the school.
- All visitors (parents and vendors) to the school premises.
- All contractors and consultants and/or their employees working on the school premises.
- All employees

Employees who violate the smoking policy will be subject to disciplinary action up to and including immediate discharge.

3.3 USE OF EQUIPMENT

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the Principal if any equipment, machines, or tools appear to be damaged, defective, or in need for repairs. Doing so could prevent deterioration of equipment and possible injury to employees or others. The Principal can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

The improper, careless, negligent, destructive, or unsafe use of operation of equipment can result in disciplinary action, up to and including termination of employment.

3.4 DONATIONS TO THE SCHOOL

All donations to the school become property of the school. This includes books, equipment or contributions; including food and toy drive. Gift cards can only be for classroom supplies such as Office Depot or ACE Educational Supply and submitted to the office. The donation will be properly recorded through the Office Manager.

3.5 EMERGENCY SCHOOL CLOSINGS

At times, emergencies such as severe weather emergencies, fires, power failures, or hurricanes, can disrupt school operations. In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs during non-working hours, local radio and/or television stations will be asked to broadcast notification of the closing. When operations are officially closed due to emergency conditions, the time off from scheduled work may be paid. Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay.

3.6 BUSINESS TRAVEL EXPENSES

CSE will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Superintendent or designee.

Employees whose travel plans have been approved are responsible for making their own travel arrangements.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by CSE. Employees are expected to limit expenses to reasonable amounts and follow the Travel Policy as detailed below:

TRAVEL POLICY AND PROCEDURES

The purpose of this policy is to regulate expenses and to standardize reimbursement rates and procedures for employees authorized to travel.

The following policy and procedures must be followed:

- All staff must be authorized to travel prior to registering for any off site event or conference and prior to making any travel arrangements. Any unauthorized travel expenses will be incurred by the employee.
- Only the Superintendent or designee may authorize travel as documented by the Temporary Duty Authorization (TDA) form on file.
- Only authorized and actual travel expenses will be reimbursed to the employee.
- A travel day consists of 24 hours.
- The travel period is the time between the time of departure and the time of return.
- Continuous travel consists of 24 hours or more away from official headquarters.
- A continuous travelers meal allowance shall be based on the following:
 - Breakfast – When travel begins before 6 a.m. and extends beyond 8 a.m.
 - Lunch – When travel begins before 12 noon and extends beyond 2 p.m.
 - Dinner – When travel begins before 6 p.m. and extends beyond 8 p.m., or when travel occurs during nighttime hours due to special assignment.
- A continuous traveler is allowed the following amounts:
 - Breakfast - \$6
 - Lunch - \$11
 - Dinner - \$19
- A continuous traveler may be granted rates of per diem and subsistence allowance as follows:
 - Eighty dollars per diem; or
 - If actual expenses exceed \$80, the amounts permitted for meals, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.
- Transportation is defined as the direct route. In the case where a person travels by an indirect route for his or her convenience, any extra costs shall be borne by the traveler; and reimbursement for expenses shall be based only on such charges as would have been incurred by a usually traveled route.
- Mileage shall be shown from point of origin to point of destination and, when possible, shall be computed on the basis of the current map of the Department of Transportation or approved internet mapping source.
- Approved transportation expenses include:
 - Taxi fare
 - Mileage
 - Ferry fares; and bridge, road, and tunnel tolls
 - Storage or parking fees

- Travel authorization and expenses must be reported on the approved Temporary Duty Authorization (TDA) form.
- A copy of the program or agenda of the convention or conference, itemizing registration fees and any meals or lodging included in the registration fee, shall be attached to, and filed with the TDA.
- The Superintendent may authorize an increase in the amount paid for a specific meal, provided that the total daily cost of meals does not exceed the total amount authorized for meals each day.
- The Superintendent may grant prior approval to make direct payments of travel expenses in other situations that result in cost savings to CSE.
-

3.7 VISITORS IN THE WORKPLACE

To provide for the safety and security of employees and the facilities at CSE, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

Because of safety and security reasons, family and friends of employees are not allowed without authorization from the Principal. In cases of emergency, employees will be called to meet any visitor outside their work area.

All visitors must enter CSE at the Administration Office. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on CSE's premises, employees should immediately notify the Principal or, if necessary, direct the individual to the reception area.

3.8 COMPUTER, E-MAIL, AND CELL PHONE USAGE

Computers, computer files, the E-mail system, and software furnished to employees are CSE property intended for business use. Employees should not use a password, access a file, or retrieve and stored communication without authorization. To ensure compliance with this policy, computer and E-mail usage may be monitored. . These electronic communications systems are provided for employee use **solely for CSE business purposes**. **Employees should have no expectation of privacy** in connection with the use of these systems, or the transmission, receipt, or storage of information in such systems. Therefore, employees should not use the electronic communications systems to store or transmit any information that they do not want anyone else to see, hear or read. Nothing should be communicated through the electronic communications systems that would be inappropriate to communicate in any other manner in the workplace or that would violate any CSE Policy. CSE retains the right to monitor electronic communications to ensure compliance

CSE strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, CSE prohibits the use of computers and the E-mail system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of offensive or sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

E-mail **may not** be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

CSE purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software nor its related documentation. Unless authorized by the software developer, CSE does not have the right to reproduce such software for use on more than one computer. Employees may only use software on local area networks or on multiple machines according to the software license agreement. CSE prohibits the illegal duplication of software and its related documentation.

Employees should notify the Principal, the Superintendent or designee or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

3.9 UNACCEPTABLE USE POLICY

GOVERNMENT LAWS:

I will use computers in conformity with laws of the United States and the State of Florida. Violations include, but are not limited to, the following:

1. Criminal Acts – These include, but are not limited to, “hacking” or attempting to access computer systems without authorization, harassing email, cyberstalking, and/or unauthorized tampering with computer systems. Libel Laws - Publicly defaming people through the published material on the internet, email, etc.
2. Copyright Violations - Copying, selling or distributing copyrighted material without the express written permission of the author or publisher.

COMPUTER ETTIQUITE and ACCEPTABLE USE:

1. Employees will use CSE’s computer resources responsibly. They will not retrieve, save, or display hate-based, offensive or sexually explicit material using any of CSE’s computer resources. Employee will use CSE technology resources productively and responsibly for school-related purposes.

2. Employees will not attempt to bypass security settings or internet filters, or interfere with the operation of the network by installing illegal software, shareware, or freeware on school computers.
3. Employees understand that vandalism is prohibited. This includes, but is not limited to, modifying or destroying equipment, programs, files, or settings on any computer or other technology resource.
4. Employees understand that passwords are private. Employee will not allow others to use their account name and password, or try to use that of others.
5. Employees will be polite and use appropriate language in my email messages, online postings, and other digital communications with others. Employee will not use profanity or any other inappropriate language as determined by school administrators.
6. Employees will use email and other means of communications responsibly. Employee will not use computers, cell phones, personal digital devices or the internet to send or post hate or harassing mail, make discriminatory or derogatory remarks about others, or engage in bullying, harassment, or other antisocial behaviors either at school or at home.
7. Employees understand that they represent CSE in all online activities. Employees understand that what they do on social networking websites such as MySpace and Facebook should not have any negative effects on their fellow teachers or on Charter Schools of Excellence. Employees understand that they will be held responsible for how I represent themselves and their school on the internet.
8. Employees understand that masquerading, spoofing, or pretending to be someone else is forbidden. This includes, but is not limited to, sending out e-mail, creating accounts, or posting messages or other online content (e.g. text, images, audio or video) in someone else's name as a joke.
9. Employees will follow all guidelines set forth by CSE when publishing schoolwork online. .Employee understands the internet is a source for information that is both true and false; and that CSE is not responsible for inaccurate information obtained from the Internet.
10. Employees understand that CSE Executive Administration will deem what conduct is inappropriate use if such conduct is not specified in this agreement.
11. Employees understand that they will not disclose their full name or any other personal contact information for any purpose. Personal contact information includes address, telephone, or school address.
12. Employees will not share or post personal contact information about other people. Personal contact information includes address, telephone, school address, or work address.
13. Employees will not share or post privacy-revealing personal about themselves or other people.
14. Employees will immediately tell the CSE administrator if their password is lost stolen or, or if they think someone has gained unauthorized access to their account.
15. Users connecting to a CSE'S network shall release CSE from any and all liability for any damage to devices that may or is alleged to have resulted from use of the school's network. CSE shall not be responsible for a personally owned device becoming infected when connected to CSE's network or for a student's exposure to inappropriate material when using a personally purchased broadband connection.

Employees understand and will abide by the above Acceptable Use Agreement. Should Employee commit a violation, they understand that consequences of my actions may lead to disciplinary

action, up to and including, discharge from employment.

3.10 SOCIAL MEDIA-ACCEPTABLE USE

Below are guidelines for social media use.

- Employees may not post financial, confidential, sensitive or proprietary information about the company, clients, employees or applicants.
- Employees may not post obscenities, slurs or personal attacks that can damage the reputation of the company, clients, employees or applicants.
- When posting on social media sites, employees must use the following disclaimer when discussing job-related matters, *“The opinions expressed on this site are my own and do not necessarily represent the views of CSE.”*
- CSE may monitor content out on the Internet. Policy violations may result in discipline up to and including termination of employment.

Faculty and staff are prohibited from engaging in social media contact with students.

SECTION 4

4.1 JESSICA LUNDSFORD ACT

This law went into effect on September 1, 2005, requiring a Level 2 screening (fingerprinting and FBI background check) of any non-instructional school district personnel or contractual personnel who are permitted access on school grounds when students are present, as well as those who have direct contact with students or who have access to or control school funds. “Contractual personnel” has been defined as any vendor, individual or entity under contract with the school board.

4.2 EDUCATION BACKGROUND AND TEACHER CERTIFICATION:

For the Charter School of Excellence positions where proof of graduation from a college or university is necessary, employees will be required to provide documents supporting their Degree upon employment. Additionally, all teaching positions will require documentation to support either a valid Statement of Eligibility or Certification in the state of Florida.

4.3 BACKGROUND INVESTIGATIONS

It is the Charter Schools of Excellence policy and in compliance with the Jessica Lunsford Act, to conduct thorough background investigations and FBI fingerprinting on all new hires. At a minimum, the following checks are completed:

Education Verification:

- All post-secondary degrees or high school diploma will be verified
- A criminal records search at the highest court in all counties where the person has resided, worked, or attended in the past seven (7) years will be conducted. Any misdemeanor convictions, felony convictions, open arrest warrants, and/or related activities are reported.

Criminal Records Search:

- A search of an individual’s connection to his or her social security number to determine if there is any background information that was not reported by that individual will be made.

Mandatory Fingerprinting:

- As a condition of employment and in compliance with the Jessica Lunsford Act, all employees are required to submit to fingerprinting which has been processed by the State Department of Law Enforcement and the Federal Bureau of Investigation. If your application or fingerprint report reflects an arrest record, your file will immediately be

reviewed. Based upon the type of arrest, further action may be taken up to and including failure to hire or termination of employment.

- The fingerprinting/background check is conducted at the Broward County School District Offices.

4.4 PROCEDURES FOR REPORTING CHILD ABUSE AND NEGLECT

All staff is mandated to directly report any suspicion of child abuse, child neglect, child sexual abuse, and/or exploitation of children, elderly or adults. In all cases the state of Florida law on reporting child abuse and neglect should be followed by calling the State Abuse Registry at 1-800-962-2873. The Supervisor and the Program Director are notified on the same day.

A. MAJOR TYPES OF *CHILD ABUSE* AND NEGLECT

1. Physical Abuse
2. Neglect
3. Abandonment
4. Sexual Abuse
5. Emotional Maltreatment

B. PARENTS SUSPECTED OF *CHILD ABUSE* AND/OR NEGLECT

1. The abuse registry is called the same day by any staff member who suspects an incident of abuse or neglect has occurred. The Site Supervisor is informed immediately and assists in calling in the report. In the absence of the Site Supervisor, contact a Family Advocate, a Specialist or Manager.
2. DO NOT CALL THE PARENT. The parent is contacted by the Sheriff's Department.
3. DO NOT INTERVIEW THE CHILD. Interviews with the child are conducted by Child Protective Services staff.
4. The Report of Suspected Child Abuse and Neglect is completed by the staff member who reports the incident. For classroom staff, the Site Supervisor or designee writes the report as dictated.
5. The name and badge number of the Child Abuse Registry representative is included on the form. The report form is signed by the staff member who makes the report.
6. The Site Supervisor or designee notifies and sends a copy of the report to the Service Area Manager, Program Compliance Manager and the Program Director, the same day.
7. All information regarding the report of suspected abuse is kept confidential and discussed away from other staff, children and/or parents.

C. RECORD KEEPING

1. A copy of the Suspected Child Abuse and Neglect is filed appropriately with
2. the Site Supervisor, Manager, Program Compliance Manager and the
3. Director. This document is treated confidentially.
4. DO NOT FILE THE REPORT IN THE CHILD'S FAMILY SERVICES
5. FILE.

D. EMPLOYEES SUSPECTED OF CHILD ABUSE

Any employee who is observed or alleged to engage in child abuse or neglect is reported in the same manner as outlined above. The employee will be suspended or reassigned until an investigation can be completed.

E. REPORTING PROCEDURE

1. If an employee is suspected to have or is accused of abusing a child by a parent, family member, another employee or other, the Site Supervisor is contacted immediately. The Site Supervisor encourages the reporter to call the abuse registry to report the incident. In the absence of the Site Supervisor, the Family Advocate, a Specialist or Program Manager is contacted.
2. The Site Supervisor or designee assists the parent, staff or other in completing a report of suspected child abuse and neglect.
3. The name and badge number of the Child Abuse Registry representative is included on the form. The report form is signed by the person who makes the report.
4. The Site Supervisor or designee notifies and sends a copy of the report to the Service Area Manager, Program Compliance Manager and the Program Director, the same day.
5. The Program Compliance Manager notifies the Department of Children and
6. Families Licensing Representative that a report has been filed, the same day.
7. All information regarding the report of suspected abuse is kept confidential and discussed away from other staff, children and/or parents.
8. Information regarding the outcome of the investigation is used to determine the employee's continued employment with the program and is treated confidentially.

F. RECORD KEEPING

A copy of the suspected Child Abuse and Neglect Report is filed appropriately with the Site Supervisor, Manager, Program Compliance Manager and the Director. This document is treated confidentially. The Report of Suspected Child Abuse and Neglect is filed separately from the employee's master personnel file and with Human Resources.

G. COMPLETING THE REPORT OF SUSPECTED CHILD ABUSE AND NEGLECT

1. Complete the form in its entirety.
2. Questions regarding the description of “how,” and “action,” may require the attachment of an additional sheet of paper. The reporter signs the additional sheet and it is attached to the report.
3. Notifications are made as outlined in the body of the policy.
4. The Report is signed by the person making the call to the abuse registry. If applicable, the Site Supervisor may assist in completing the Report.
5. The title of the person making and completing the report form is included on the form.
6. The name and badge number if the representative from the abuse registry is documented on the form.
7. Notifications are made according to terms of the policy and the legend at the bottom of the form.

4.5 PROFESSIONAL ETHICS

An effective educational program requires the services of personnel of integrity, high ideals, and human understanding. All employees shall be expected to maintain and promote these qualities. The Board shall also expect all administrative, instructional and support staff members to adhere to the *Code of Ethics of the Education Profession in Florida* and the *Principles of Professional Conduct for the Education Profession in Florida*.

It is the duty of all employees to report to the Principal or designee alleged misconduct by any CSE employee that affects the health, safety or welfare of a student. Failure of an employee to report such misconduct shall result in disciplinary action.

4.6 SAFETY

The primary responsibility for the coordination, implementation and maintenance of our workplace safety program will be assigned by the Administration at each campus.

Each campus will have a Safety Committee consisting of the following members and kept on file: One Safety Program Coordinator, two supervisory employee members and three non-supervisory employee members.

To assist in providing a safe and healthful work environment for employees, customers, and visitors, CSE has established a workplace safety program. This program is a top priority for CSE. The Principal has responsibility for implementing, administering, monitoring, and evaluating the safety programs. Its success depends on the alertness and personal commitment of all.

CSE provides information to employees about workplace safety and health issues through regular internal communication channel such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor, or with another supervisor or manager, or bring them to the attention of the Principal. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the Principal. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or where appropriate, remedy such situations may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the Principal or the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

EMERGENCY PHONE NUMBERS:

Safety Coordinator: School phone

Poison Control: 911

First Aid Response: 911

Fire Department: 911

Ambulance: 911

Police: 911

Medical Clinic: (954) 467-2140

Clinic Name/Address: Medwork/407 SE 24th Street (SR 84), Ft. Lauderdale 33316

OSHA CENTRAL TELEPHONE NUMBER: 1-800-321-6742

4.7 SECURITY INSPECTIONS

CSE wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, CSE prohibits the possession, transfer, sale, or use of such materials on its premises. CSE requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees, but remain the sole property of CSE. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of CSE at any time, either with or without prior notice.

CSE likewise wishes to discourage theft or unauthorized possession of the property of employees, CSE, visitors, and customers. To facilitate enforcement of this policy, CSE or its representative may inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other belongings. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto CSE's premises.

4.8 WORKPLACE MONITORING

Workplace monitoring may be conducted by CSE to ensure quality control, employee safety, security, and customer satisfaction.

Computers furnished to employees are the property of CSE. As such, computer usage and files may be monitored or accessed.

CSE may conduct video surveillance of non-private workplace areas. Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence.

4.9 RUMORS AND GOSSIP

A rumor is a piece of information or a story that has not been verified, meaning that the person telling it doesn't know if it's true or false. Rumors spread from person to person and can change slightly each time they're told, so they get more exaggerated over time. Gossip is talk that is somehow "juicy" meaning it deals with subjects that are shocking or personal. Gossip is usually about things like love and relationships, or private things that people don't talk openly about. Gossip and rumors can be a form of exclusion, they can destroy trust, and believing rumors can lead to bad choices. True or not, private is private! Employees who spread gossip or rumors will be subject to disciplinary action up to and including termination.

Employees are required to report any unconfirmed reports of rumors, gossip, or violation of the Code of Ethics Policy or Moral Turpitude Policy. Employees reported will be subject to investigation and disciplinary action up to and including termination. Knowledge of a rumor, gossip, or violation of the Code of Ethics Policy or Moral Turpitude Policy and failure to report, may result in investigation and disciplinary action up to and including termination.

Because CSE is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

4.10 SELF REPORTING POLICY

Employees are required to self-report any criminal charges or motor vehicle violations that involve alcohol or drugs to their immediate supervisor the next working day after the charge. Employees also have to report what happens once they go to court. They must report any conviction or plea the next business day. The Superintendent/Board will evaluate the charge and determine how it will affect continued employment with CSE.

SECTION 5

EMPLOYEE CONDUCT AND WORK RULES:

5.1 WORKPLACE VIOLENCE

The Charter Schools of Excellence emphasizes the necessity to provide a safe and peaceful workplace free from any violence. Violence in the workplace will not be tolerated. Acts of violence may subject you to disciplinary action, up to and including termination.

Reporting violence in the workplace will assist in the prevention and reduction of such acts. Those who have any knowledge of violence in the workplace or suspect any propensity for such violence should contact their Supervisor immediately. Such reports and the individuals reporting them will remain confidential as the Charter Schools of Excellence seeks to counsel individuals who disrupt the workplace in this manner.

5.1(a) WORKPLACE BULLYING

CSE defines bullying as “repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment.” Such behavior violates the company Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that the company will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior upon the individual that is important. [Company Name] considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person’s work area or property.
- **Gesture bullying:** Nonverbal threatening gestures or glances that convey threatening messages.

- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

5.2 PERSONAL CONDUCT AND CORRECTIVE ACTION

Guidelines for the acceptable conduct of employees are necessary for the benefit, protection and safety of all employees. From time to time, corrective action may be necessary for the efficient operation of Charter Schools of Excellence. Forms of improvement action shall include, but are not limited to, coach and counseling, Performance Action Plans, written warnings, suspensions, terminations, and/or reinstatements. The following list of Class A and B offenses is to serve as personal conduct guidelines for the benefit of the Charter Schools of Excellence and its employees in order to enhance a safe, orderly and productive work environment. This list is not intended to be all inclusive, and does not include all possible violations of proper workplace conduct.

Class A: The following offenses constitute grounds for immediate suspension with either a subsequent reinstatement or termination:

- Theft, including, but not limited to, the removal of the Charter Schools of Excellence property for the property of another employee from the Charter Schools of Excellence or office premises without prior authorization
- Carrying any weapon on the Charter Schools of Excellence property or while engaged in the Charter Schools of Excellence work off of the Charter Schools of Excellence premises, except as allowed by Florida Statute
- Fighting or provoking a fight on the Charter Schools of Excellence premises
- Physically assaulting (hitting, pushing, etc.) a student, co-faculty, co-worker, or parent
- Violating the Charter Schools of Excellence's Drug-Free Workplace Policy
- Sabotaging or willfully damaging the Charter Schools of Excellence equipment or property or the property of other Charter Schools of Excellence employees or visitors
- Falsifying or altering the Charter Schools of Excellence records (such as student records, employment records, etc.)
- Making entries on time records of another employee or soliciting such conduct from another employee
- Walking off the job without prior supervisory permission
- Insubordination, including, but not limited to, defaming, assaulting or threatening to assault a Supervisor, or refusing to follow an instruction of a Supervisor

- Absence for two (2) consecutive working days without notice to the Charter Schools of Excellence, in which event the offending employee will be deemed to have abandoned his or her employment
- Conviction of a crime that in any way relates to the employee's employment or adversely affects the Charter Schools of Excellence's reputation
- Willfully violating any of the Charter Schools of Excellence's rules, regulations or policies
- Engaging in any conduct which, in Management's judgment, is adverse or prejudicial to the best interests of the Charter Schools of Excellence
- Violating the Charter Schools of Excellence's anti-harassment policy
- Sleeping on the job, unless illness related that is verified by an M.D.
- Any violation of the "Florida Department of Education Code of Ethics".

Class B: The following offenses constitute grounds for appropriate discipline up to and including termination.

- Unexcused or excessive absenteeism or tardiness
- Avoidance of acceptable policy to report an absence; texting is not acceptable. Employees must make contact with the Principal or designated supervisor to report an absence.
- Negligently destroying or damaging the Charter Schools of Excellence property or the property of other employees or visitors
- Failing to report work-related injuries to a Supervisor or Business Manager as soon as possible
- Gambling on the Charter Schools of Excellence premises
- Failing to adhere to the Charter Schools of Excellence safety rules and procedures
- Creating or contributing to unsanitary, hazardous or poor working conditions
- Intentionally violating any of the Charter Schools of Excellence's rules, regulations or policies
- Disclosing privileged or confidential information to unauthorized persons
- Failing to satisfactorily perform the duties of one's job

5.3 PROBLEM RESOLUTION

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

CSE strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

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

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps: (The employee may discontinue the procedure at any step).

1. Employee presents problem to the Principal within 15 calendar days, after incident occurs.
2. If the Principal is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to Superintendent or designee or any other member of Board.
3. Principal responds to problem during discussion or within 15 calendar days, after consulting with appropriate management, when necessary. The Principal documents the discussion.
4. Employee presents problem to Superintendent or designee of CSE within 15 calendar days, if problem is unresolved.
5. Principal counsels and advises employee, assists in putting problem in writing, visits with employee's manager(s), if necessary, and directs employee to Superintendent or designee for review of problem.
6. Employee presents problem to Superintendent or designee in writing.
7. Superintendent or designee reviews and considers problem. Superintendent or designee informs employee of decision within 15 calendar days, and forwards copy of written response to the Principal to be placed in the employee's file. The Superintendent or designee has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each

other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everyone's job security.

5.4 RESIGNATION

Resignation is a voluntary act initiated by the employee to terminate employment with CSE. Although advance notice is not required, CSE requests at least two weeks written resignation notice from all employees.

Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

If an employee does not provide advance notice as requested, the employee will be considered ineligible for rehire.

5.5 RETURN OF PROPERTY

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. All CSE property must be returned by employees on or before their last day of work. Where permitted by applicable laws, CSE may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. CSE may also take all action deemed appropriate to recover or protect its property.

5.6 PROGRESSIVE DISCIPLINE

The purpose of this policy is to state CSE's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

CSE's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with CSE is based on mutual consent and both the employee and CSE have the right to terminate employment at will, with or without cause or advance notice, CSE may use progressive discipline at its discretion.

Disciplinary action may call for any of the four steps- Coach and Counsel, written warning, suspension with or without pay, or termination of employment - depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a Coach and Counsel; a next offense may be followed by a written warning; another offense may then lead to termination of employment.

CSE recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the EMPLOYEE CONDUCT AND WORK RULES policy includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefitting both the employee and CSE.

SECTION 5.7 EMPLOYMENT TERMINATIONS

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

RESIGNATION - voluntary employment termination initiated by an employee.

DISCHARGE/NOT REHIRED - involuntary employment termination initiated by the organization.

LAYOFF - involuntary employment termination initiated by the organization for non-disciplinary reasons.

RETIREMENT - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

CSE will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to CSE, or return of CSE owned property. Suggestions, complaints, and questions can also be voiced.

Since employment with CSE is based on mutual consent, both the employee and CSE have the right to terminate employment at will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state law.

Employee benefits will be affected by employment termination in the following manner. All awarded, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

If an employee indicates they will be returning to CSE the next school year, but during the course of summer resigns, Cobra will begin July 1st of the new Fiscal year.

SECTION 6

6.1 EMPLOYEE BENEFITS

Eligible employees at CSE are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the Employee Handbook.

The following benefit programs are available to eligible employees:

Florida Retirement Services (FRS)	Life Insurance
Auto Mileage	Credit Union
Dental Insurance	Educational Financial Assistance
Vision Care	Employee Assistance Program
Opportunity for Supplemental Positions	Family Leave
Holidays	Jury duty
Long-Term Disability	Major Medical Insurance
Medical Leave	Personal Leave
403 (b)	Sick Leave
Supplemental Life Insurance	Vacation Benefits
Travel Allowances	Voting Time Off

Some benefit programs require contributions from employees, but most are fully paid by CSE. The benefit package for regular full-time employees represents an additional cost to CSE of approximately 16 percent of wages.

All employees are required to use the Urgent Care Facilities before going to the Emergency Room at the approved hospital. Urgent Care Facilities deductibles are the responsibility of the employee.

Emergency Room visits made by the employee are for life threatening situations. When this occurs, CSE agrees to review on a case-by-case basis the deductible required by the health insurance carrier.

6.2 VACATION BENEFITS

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible for vacation time as described in this policy:

Regular Full-time, 12 month employees (244 and 261 day Calendar)

VACATION BENEFIT SCHEDULE

YEARS OF ELIGIBLE SERVICE	VACATION DAYS
0 to 1 year	0 days
1 year to 5 years	5 days
6 Years to 10 Years	10 days
10 years +	15 days

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee is eligible for vacation time. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Once employees enter an eligible employment classification, they qualify for awarded paid vacation time according to the schedule. Awarded vacation time is available for use in the year following its accrual. Effective June 15, 2014 employees must use their awarded vacation days between June 15 and May 1 following the year they were awarded. No sick or vacation days will be approved two weeks before school opens or two weeks after school closes, including the month of May through the last day of school. Emergency situations will be reviewed on a case by case basis.

*No sick or vacation days will be approved during the state approved window for FSA testing including:

- One week prior to the first day of testing;
- During the scheduled two week window for testing;
- One week after the last day of testing.

Paid vacation time may be used in half day increments. **To take vacation, employees MUST request advance approval from their supervisor, Superintendent or designee in writing by submitting a Request for Leave Form.** Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Vacation requests will be reviewed on a "first come first served" basis. In the event two or more employees request the same vacation time period, seniority of the employees will be considered prior to approval. ***Failure to submit appropriate paperwork may result in non-approval of vacation time.***

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

Upon termination of employment, employees will only be paid for unused vacation time if he/she has reached his/her anniversary date of employment. If the Employee leaves CSE prior to their new anniversary date they will be responsible for reimbursing CSE for any time he/she used over and above what he/she has awarded.

The amount of paid vacation time employees receive each year increases with the length of their employment as shown on the vacation accrual schedule.

6.3 CHILD CARE BENEFITS

CSE provides Before Care, After Care and Academic Tutoring at no charge to all eligible employees whose children are enrolled at CSE as a benefit of employment. Regular full time employees are eligible for this benefit.

Given below is a brief description of child care assistance that may be provided when feasible. For more detailed information, please contact the Principal.

CAFETERIA PLAN/FLEXIBLE SPENDING ACCOUNT: Employees choose benefits (including child care) from a list of options and contribute a part of pre-tax salaries to a child care account. This option allows employees to minimize the Federal tax they must pay on child care dollars. This plan will only be available if there is sufficient need that justifies the option.

SICK LEAVE: Employees may use awarded sick leave in the event of the illness of a child or direct family member.

SIBLINGS: Siblings of any employee or Board Member of CSE have enrollment preference and will be allowed free before and after care.

6.4 HOLIDAYS

CSE will grant holiday time off to all employees on the holidays listed below based on CSE's school calendar. **Note:** not all holidays are “paid” holidays. Each employee’s annual calendar dictates whether the holiday’s below are “paid” or simply a scheduled “day off”:

- New Year's Day
- Martin Luther King, Jr. Day
- Good Friday
- Memorial Day
- Thanksgiving
- Day after Thanksgiving
- Rosh Hashanah
- Veterans' Day
- Labor Day
- Independence Day
- Christmas and Christmas Eve

CSE will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would

otherwise have worked on that day. Regular full-time 261 day employees are eligible for this benefit.

To be eligible for holiday pay, a 261 day employee must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday. All other employees must work the last scheduled day immediately preceding and the first scheduled day immediately following a scheduled day off or they risk being docked for the day the employee did not report to work. Emergency situations will be reviewed on a case by case basis.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

If eligible nonexempt employees work on a recognized holiday, they will receive holiday pay. Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

6.5 WORKERS' COMPENSATION INSURANCE

CSE provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their Principal immediately. No matter how minor an on-the-job injury/illness may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. Procedures for Workman's Compensation are available as follows:

WORKMAN'S COMPENSATION PROCEDURES

It is mandatory for all on the job injuries, no matter how minor, be reported to the administration immediately.

The following procedures must be followed:

- All staff must be advised to report all injuries, no matter how minor.
- The Principal, or designee, must immediately investigate the injury and complete the "First Report of Injury or Illness" form as included in your packet.
- The form must be complete detailing the injury; be specific as to body part left or right, and describe the injury.

- Fax the “First Report of Injury or Illness” form to the Central Office; 954-463-9994.
- Follow up with a phone call immediately upon faxing the form to report the transmission; 954-463-9995.
- The Central Office will forward the form to the insurance and a case number will be assigned.
- **In the event it is after office hours, and the central office is closed, the school MUST fax the “First Report of Injury or Illness” to the fax number on the form and immediately notify the Deputy Superintendent.**
- The employee must be advised that they are required to have a drug test and be seen by a provider listed in the provided insurance directory included in your packet.
- The employee must be advised that they are required to report back the results of the doctor visit along with a note allowing the employee to return to work.

*****NOTE: In the case of a serious emergency always call 911.**

Neither CSE nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by CSE.

CSE will not retaliate against any employee who attempts to file a valid claim of workman's compensation.

6.6 SICK LEAVE POLICY

CSE provides paid sick leave to all eligible employees for periods of temporary absence due to illnesses or injuries only. Regular full-time employees are eligible for this benefit.

196 day -Calendar
6 days on September 1
6 days maximum awarded at a rate of .6 days per month

201 day -Calendar
6 days on September 1
6 days maximum awarded at a rate of .6 days per month

216 day -Calendar
6 days on August 1
6 days maximum awarded at a rate of .6 days per month

244 day -Calendar
8 days on July 15

8 days maximum awarded at a rate of .66 days per month
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261 Day Calendar
8 days on July 15
8 days maximum awarded at a rate of .66 days per month

Probationary Period employees may not use sick days until after 30 days of continuous employment.

*No sick or vacation days will be approved two weeks before school opens or two weeks after school closes, ***including the month of May through the last day of school.*** Emergency situations will be reviewed on a case by case basis.

*No sick or vacation days will be approved during the state approved window for FCAT testing including:

- One week prior to the first day of testing;
- During the scheduled two week window for testing;
- One week after the last day of testing.

As per the Handbook, if the employee terminates their employment either by their choice or CSE's, the amount of sick leave used will be adjusted based on the applicable .6 or .66 days per month as outlined above. For accounting purposes, CSE credits an employee's sick leave bank for the full amount of days that may be used during the fiscal year of their employment; however, should the employee break their employment with CSE, only days awarded per month through the termination date will be allowed. To clarify, should there be an excess of time used above what has been awarded on the date of termination, this excess will be deducted from your final payroll check. At no time shall sick leave exceed time credited. Should the time taken exceed the bank at any time during the year, the excess will be deducted from the payroll following the date leave was taken. Unused sick leave **will not** be paid to employees upon termination

Paid sick leave can be used in minimum increments of one hour. Eligible employees may use sick leave for an absence due to their own illness or injury or that of a family member who resides in the employee's household.

Employees who are unable to report to work due to illness or injury should notify the Principal before the scheduled start of their workday, if possible. The Principal must also be contacted on each additional day of absence; to report the absence only. Text messages are unacceptable; employees must speak to the Principal or designee to report an absence. Approval of time off from work for any reason can only be approved by the Director of Support Services.

If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement must be provided verifying the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receive sick leave. Before returning to work from a sick leave absence of Three (3) calendar days or more, an employee must provide a physician's verification that he or she may safely return to work.

Sick leave will be calculated based on the employee's base pay rate at the time of the absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, supplemental pay, or shift differentials.

As an additional condition of eligibility for sick leave, an employee on an extended absence must apply for any other available compensation and benefits, such as worker's compensation. Sick leave will be used to supplement any payments that an employee is eligible to receive from state disability insurance, workers' compensation or CSE-provided disability insurance programs. The combination of any such disability payments and sick leave cannot exceed the employee's normal weekly earnings.

Sick leave is intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Unused sick leave will not be paid to employees while they are employed or upon termination of employment, as permitted by law. Excessive absences may be reflected on formal evaluations which may directly affect employee's ability to be rehired, receive bonus or Merit Awards, or be promoted to any new position. Excessive absences are considered use of more than half of allowable days per policy.

6.6 (a) PERSONAL LEAVE POLICY

CSE provides one personal leave day with pay to eligible full time employees who must take time off from work duties to fulfill personal obligations. Personal leave can be used in increments of one hour. Requests for personal leave will be evaluated based on a number of factors, including anticipated work load requirements and staffing considerations during the proposed period of absence. *No personal leave will be approved during the month of May through the last day of school. No personal leave will be approved during the state approved window for FCAT testing including:*

- One week prior to the first day of testing;
- During the scheduled two week window for testing;
- One week after the last day of testing.

Unused personal leave is not eligible to be rolled over as part of the sick leave incentive. Any employee found to misuse the approved personal day request will be subject to disciplinary action up to and including termination.

6.7 TIME OFF TO VOTE

CSE encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election during their non-working hours, CSE will grant up to one hour of paid time off to vote.

Employees should request time off to vote from their Principal at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, which ever provides the least disruption to the normal work schedule.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

6.8 BEREAVEMENT LEAVE

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor, Superintendent or designee immediately.

Up to three days of paid bereavement will be available to all Regular full-time employees.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisor's, Superintendent or designee approval, use any available paid leave for additional time off as necessary.

CSE defines "immediate family" as the employee's spouse or the employee's spouses', parent, child, stepchild, mother/father-in-law, daughter/son-in-law, grandparents or grandchildren. The employee must attend the service and provide proof (such as a bulletin or program) of the family member's passing will be required to receive Bereavement Leave.

6.9 JURY DUTY

CSE encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees in an eligible classification may request up to one week of paid jury duty leave over any one year period.

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence.

Regular full-time employees are eligible for this benefit

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

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

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

CSE will continue to provide health insurance benefits for the full term of the jury duty absence.

Vacation, sick leave, and holiday benefits, will continue to accrue during unpaid jury duty leave.

6.10 WITNESS DUTY

CSE encourages employees to appear in court for witness duty when subpoenaed to do so.

If employees have been subpoenaed or otherwise requested to testify as a witness by CSE, they will receive paid time off for the entire period of witness duty.

Employees will be granted a maximum of 24 hours of paid time off to appear in court as a witness at the request of a party other than CSE. Employees will be paid at their base rate and are free to use any remaining paid leave benefits (such as vacation leave) to receive compensation for any period of witness duty absence that would otherwise be unpaid.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

6.11 BENEFITS CONTINUATION (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under CSE's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at CSE's group rates plus an administration fee. CSE provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under CSE's health insurance plan. The notice contains important information about the employee's rights and obligation.

6.12 EDUCATIONAL ASSISTANCE

CSE recognizes that the skills and knowledge of its employees are critical to the success of the organization. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonable attainable jobs within CSE.

CSE may provide educational assistance to all eligible employees who have completed 201 calendar days of service in an eligible employment classification. To maintain eligibility employees

must remain on the active payroll and be performing their job satisfactorily through completion of each course. Regular full-time employees are eligible for this benefit.

Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable-future position in the organization in order to be eligible for educational assistance. CSE has the sole discretion to determine and approve whether a course relates to an employee's current job duties or a foreseeable-future position. Employees should contact the Principal for more information or questions about educational assistance.

Note: Any educational assistance will be provided through one of the Universities that have partnered to provide, at no cost to CSE, courses related to the advancement of the employee if such courses are available.

While education assistance is expected to enhance employee's performance and professional abilities, CSE cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

CSE invests in educational assistance to employees with the expectation that the investment be returned through enhanced job performance. Educational assistance is subject to negotiations with local universities, which may offer free or reduced tuition. Requests for assistance will be handled on a case by case basis and reviewed by the Board of Directors.

6.13 FAMILY AND MEDICAL LEAVE ACT (FMLA) LEAVE

The Charter Schools of Excellence complies fully with the Family and Medical Leave Act of 1993 ("FMLA") and recognizes certain conditions under which you may request time off without pay for a limited period with job protection and no loss of accumulated service, provided you return to work.

Additionally, the Charter Schools of Excellence provides leaves of absences for employees that are not eligible for FMLA. Accordingly, all employees should consult the Charter Schools of Excellence's Employee Handbook to determine their leave entitlement under other Charter Schools of Excellence policies.

A. ELIGIBILITY

If you have worked for the Charter Schools of Excellence a minimum of twelve (12) months and have provided the Charter Schools of Excellence with at least 1,250 hours of service during the twelve (12) month period preceding the commencement of your FMLA leave, then you are eligible for leave under the FMLA.

B. AMOUNT OF LEAVE

12 Weeks

If you are an FMLA-eligible employee, you are normally entitled to twelve (12) weeks (480 hours) of FMLA unpaid leave during each applicable twelve (12) month period.

26 Weeks

One exception to this twelve (12) week entitlement is if you are taking leave pursuant to the Military Caregiver Leave provisions of the FMLA (See Section 17.6.1(e) below). In that case, an eligible employee is entitled to take a *total* of twenty-six (26) weeks of FMLA unpaid leave during a single 12-month period. However, no more than twelve (12) weeks (480 hours) of this combined total of twenty-six (26) weeks can be for Non-Military Caregiver Leave.

Spouses Employed by the Charter Schools of Excellence

Spouses who are both employed by the Charter Schools of Excellence and are both eligible for FMLA leave are entitled to a combined total of twelve (12) weeks (480 hours) of leave (rather than twelve (12) weeks (480 hours) each) for the birth of a child, the placement of a child with the employees for adoption or foster care, or the care of a parent with a "serious health condition." This duplicate exception does not apply to leave for the employee's own "serious health condition" or the "serious health condition" of a spouse or child. In such cases, the wife is entitled to twelve (12) weeks (480 hours) and the husband is entitled to twelve (12) weeks (480 hours). Likewise, if spouses, who are both employed by the Charter Schools of Excellence and are both eligible for FMLA leave, require Military Caregiver Leave, they are entitled to a combined total of twenty-six (26) weeks of leave (rather than twenty-six (26) weeks each) for the birth of a child, the placement of a child with the employees for adoption or foster care, the care of a parent with a "serious health condition", or to care for a covered service member with a serious injury or illness.

C. MEASURING 12-MONTH PERIOD

The twelve (12) month period within which twelve (12) weeks (480 hours) of unpaid leave may be taken is a rolling twelve month period, which measures backward from the date your FMLA leave commences. The total FMLA leave used during the prior twelve (12) months is deducted from your twelve (12) week allotment. You may then use the remaining FMLA leave.

One exception to this method of measuring the twelve (12) month period is if you are taking Military Caregiver Leave. For this type of leave, the applicable period is a single twelve (12) month period, which begins on the first day you take Military Caregiver Leave and ends 12 months after that date.

D. PURPOSES FOR WHICH LEAVE CAN BE TAKEN

Eligible employees may take FMLA leave for the following reasons:

- the birth or adoption of a child and to take care of the newborn¹;
- the placement of a child with you for adoption or foster care²;

¹ Employees utilizing FMLA leave for this reason may be entitled to additional leave pursuant to the Parental Leave Policy in section 17.6.9.

² Employees utilizing FMLA leave for this reason may be entitled to additional leave pursuant to the Parental Leave Policy in section 17.6.9.

- to take care of the employee's spouse, child, or parent who has a serious health condition
- your own "serious health condition" which renders you unable to perform your job. This would cover either on or off the job illnesses or injuries that meet the FMLA definition of "serious health condition".
- to care for your child, spouse, parent or next of kin who is a covered service member.³ (This type of leave is known as Military Caregiver Leave.); or
- for a "qualifying exigency" arising out of the fact that your child, spouse or parent is on covered active duty or called to covered active duty status.
- Examples of a "qualifying exigency" include: (1) short term deployment, (2) military events, (3) childcare-school related activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation, (7) post-deployment activities, and (8) other activities as are agreed upon by Charter Schools of Excellence and the employee.
- You must conclude leave for the birth of a child or the placement of a child with you for adoption or foster care within twelve (12) weeks (480 hours) after the event. Leave may begin prior to birth or placement, as circumstances dictate.

E. SERIOUS HEALTH CONDITION

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

For the official definition of "serious health condition," please contact the Director of Support Services at 954-463-9995.

³ A covered service member is:

(A) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

(b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

F. INTERMITTENT LEAVE/ REDUCED HOURS

If medically necessary, in the case of your own "serious health condition" or that of your spouse, child, or parent, or to care for a covered service member with a serious illness or injury, you may take FMLA leave intermittently (e.g., one (1) week per month) or on a reduced hour schedule (e.g., four (4) hours per day).

Additionally, if necessary, leave taken due to a qualifying exigency may be taken on an intermittent or reduced-hours schedule. When your leave is taken for other non-medical reasons (e.g., placement of a child with you for adoption or for foster care), you may take leave intermittently or on a reduced-hours schedule only if the Charter Schools of Excellence agrees to such arrangement.

When your leave is taken for the birth of a child or for the placement of a child with you for adoption or foster care, you may take leave intermittently or on a reduced hours schedule only if the Charter Schools of Excellence agrees to such arrangement or if such leave is medically necessary.

Since the FMLA leave is unpaid, the Charter Schools of Excellence will adjust your compensation based on the hours you take as intermittent or reduced hours leave within a work week.

If you request intermittent leave or reduced hours status, the Charter Schools of Excellence may temporarily transfer you to another position of equivalent pay and benefits in order to better accommodate your recurring periods of absence.

G. USE OF PAID TIME OFF BENEFITS

The Charter Schools of Excellence requires:

- Concurrent utilization of any awarded but unused annual leave during all FMLA leaves.
- Any awarded but unused paid sick leave must also be used concurrently during any FMLA leave for your own "serious health condition" or the "serious health condition" of your spouse, child or parent.
- In respect to FMLA leaves that involve Workers' Compensation or disability, concurrent utilization of paid awarded leave is not required. However, you may, at your discretion, concurrently use any awarded but unused leaves during these two (2) types of FMLA leaves.
- Usage of any paid leave does not add to the total length of your FMLA leave. However, you may be entitled to additional non-FMLA leave under other Charter Schools of Excellence policies, as set forth in the Charter Schools of Excellence's Employee Handbook.

Upon exhausting all available and applicable paid leave, the remainder of your FMLA leave time will be unpaid.

H. JOB RESTORATION

Except as noted below, employees granted FMLA leave will be returned to the same or equivalent position held prior to the leave. In addition, your use of FMLA leave cannot result in the loss of any employment benefit you were awarded or were entitled to before using such leave.

If you take leave because of your own “serious health condition” (except if you are taking intermittent leave), you must provide medical certification that you are able to resume work before you return. Obtain Return-to-Work Medical Certification Form from your physician. Employees failing to provide a return-to-work medical certification from the attending physician will not be permitted to resume work until it is provided.

If you are a salaried employee and are among the highest paid ten percent (10%) of employees and keeping your job open would result in substantial economic injury to Charter Schools of Excellence, then you are not guaranteed restoration to your position if you choose to take FMLA leave. If you are such a “key employee,” the Charter Schools of Excellence will notify you of your status as such in response to your notice of intent to take FMLA leave.

I. EMPLOYEE BENEFITS

- During approved FMLA leave, your health insurance benefits will continue to the same extent they existed prior to the leave. You will continue to pay your customary portions of the monthly premiums for your coverage and for any coverage of your dependents.
- If paid leave is substituted for unpaid leave, the Charter Schools of Excellence will deduct your portion of the premiums as a regular payroll deduction. If, on the other hand, the FMLA leave is unpaid, you must pay your portion of the premiums by making arrangements with the Human Resources Department, who will advise you of the payment due dates.
- Any failure by you during FMLA leave to timely pay your portion of the insurance premiums or to timely pay for dependent coverage, may result in the termination of such coverage or the Charter Schools of Excellence may make payment on your behalf. If the Charter Schools of Excellence makes such payment on your behalf, such payments may be recovered by CSE from you through payroll deductions upon your return to work. In the event you elect not to return to work upon completion of approved FMLA leave, under most circumstances, the Charter Schools of Excellence may recover from you the cost of any payments made to maintain your benefit coverage, unless your failure to return to work is the result of (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; (2) the continuation, recurrence, or onset of a covered service member’s serious injury or illness which would entitle you to FMLA leave; or (3) other circumstances beyond your control. If you decide not to return to work,

benefit entitlements based upon length of service will be calculated as of the last paid work day prior to the start of the leave of absence.

- If any insurance coverage lapses due to your nonpayment, such coverage will be fully and completely reinstated when you return to work, provided you resume paying the required premiums. If your payment is more than thirty (30) days late, the Charter Schools of Excellence will send you a letter notifying you of such fact. If the Charter Schools of Excellence does not receive your payment within fifteen (15) days thereafter, your coverage may cease.

J. NOTIFICATION OF NEED FOR LEAVE/PERIODIC REPORTS

You must provide the Charter Schools of Excellence with thirty (30) days' advance written notice of your need for FMLA leave when the need for such leave is foreseeable. If emergency conditions prevent such notice, you must notify the Charter Schools of Excellence as soon as possible. For leave taken on the basis of planned medical treatment, you should seek to schedule the treatment so as to avoid unduly disrupting the operations of the Charter Schools of Excellence.

Notification of the need for leave should be made to the Charter Schools of Excellence through FMLA forms which are available from CSE's Benefits Coordinator. The relevant forms should be completed in detail, signed by you, and then submitted to the Benefits Coordinator for proper approval and forwarding to the appropriate management personnel.

You may need to report periodically on your status and intent to return to work during the leave period. If you take leave because of your own "serious health condition" or to care for a covered family member with a "serious health condition," contact the Benefits Coordinator on a pre-scheduled basis regarding the status of the medical condition and your intention to return to work. In addition, you must give notice as soon as practicable (within two (2) business days, if feasible) if the dates of leave change, are extended, or initially are unknown.

K. HEALTH CARE PROVIDER CERTIFICATION OF "SERIOUS HEALTH CONDITION"

Health care provider certification of the need for leave to care for your "serious health condition" or that of a covered family member is required. You must obtain the following information from a responsible health care provider and make it available to the Charter Schools of Excellence within fifteen (15) days after you request FMLA leave, if possible, and no later than the date your leave begins if you were able to give thirty (30) days' advance notice of your need for FMLA leave:

- Date on which the "serious health condition" began
- Expected duration of condition
- Appropriate medical facts within the knowledge of the health care provider regarding the condition

- For purposes of leave for your own “serious health condition,” the certification must you are unable to perform the functions of your position
- For purposes of leave for a family member’s “serious health condition,” the certification must state your need to care for the ill person and must give the estimated length of such leave
- When intermittent leave or reduced hours have been requested, the certification must the medical reasons verifying the need for intermittent leave or a reduced hours schedule and must give scheduled dates for treatment(s) and the expected duration of said treatments

Healthcare provider certification forms are available at the Charter Schools of Excellence from the Benefits Coordinator and will be provided for your use.

The Charter Schools of Excellence may require you to provide subsequent medical certification during your leave. Failure to provide requested certification within fifteen (15) days, if practicable, may result in delay of further leave until it is provided.

L. TRANSITIONAL DUTY (LIGHT DUTY) ASSIGNMENTS

The Charter Schools of Excellence, at its discretion, taking into account the facts and circumstances of the particular case, including the needs of the Charter Schools of Excellence, may offer Transitional Duty Assignments (TDA) [also known as light duty assignments] for eligible employees who have been restricted by their physician due to an on-the-job injury or job-related illness covered by workers' compensation insurance. Each such TDA will last no more than six (6) weeks. If the employee is still unable to perform all the duties of his/her regular position at the end of the six (6) week TDA, he/she may be placed on workers' compensation leave, which may or may not be an approved FMLA leave, depending on the circumstances at the time. A TDA will not be offered in every case. It is offered solely at the discretion of and for the benefit of the Charter Schools of Excellence. A physician may be asked to reevaluate the status of an employee on workers' compensation leave, or in a TDA every thirty (30) days. Employees in a TDA may be assigned to any department and on any shift. Employees in a TDA are bound by the same work conditions and requirements as any other employee. Only employees capable of performing all of the essential job functions of the TDA will be considered for that position. Employees in a TDA will be paid for the assigned hours actually worked.

If the employee is eligible for FMLA leave, and is offered a TDA with duties he/she is able to perform, he/she may choose to exercise their right to take FMLA leave instead of returning to work in the TDA. However, such employees may lose their temporary (wage loss) workers' compensation benefits because they declined available work. An employee with a workers' compensation injury who reaches maximum medical improvement (MMI) will no longer be considered for TDA.

The period of time employed in a TDA will not count against the employee's FMLA leave entitlement or an employee's right to job restoration. However, the right of a FMLA eligible employee, who is performing TDA, to restoration to the same or an equivalent position based on the FMLA terminates upon expiration of the twelve (12-) month period used to determine

the amount of available FMLA leave.

Employees on workers' compensation leave who are not eligible under the FMLA may be offered a TDA at the sole discretion of the Charter Schools of Excellence. In such a case, if a TDA is offered, an employee's failure or refusal to accept the position will be deemed to be a voluntary resignation. However, an employee may use any awarded paid leave if a TDA ends or if no TDA has been offered, or in lieu of taking a TDA.

6.14 NON-FMLA MEDICAL LEAVE

CSE provides medical leaves of absence without pay to eligible employees who are not covered by FMLA and who are temporarily unable to work due to a serious health condition or disability. For purposes of this policy, serious health conditions or disabilities include inpatient care in a hospital, hospice, or residential medical care facility; and continuing treatment by a health care provider. Regular full-time employees are eligible for this benefit.

Eligible employees may request medical leave only after having completed 90 calendar days of service. Exceptions to the service requirement will be considered to accommodate disabilities.

Eligible employees should make requests for medical leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

A health care provider's statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to CSE. Employees returning from medical leave must submit a health care provider's verification of their fitness to return to work.

Eligible employees are normally granted leave for the period of the disability, up to a maximum of 12 weeks within any 12 month period. Any combination of medical leave and family leave may not exceed this maximum limit. If the initial period of approved absence proves insufficient, consideration will be given to a request for an extension. Employees will be required to first use any awarded paid leave time before taking unpaid medical leave.

Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational disabilities.

Subject to the terms, conditions, and limitations of the applicable plans, CSE will not continue to provide health insurance benefits for the full period of the approved medical leave.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide CSE with at least two weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

If an employee fails to report to work promptly at the end of the medical leave, CSE will assume that the employee has resigned.

6.16 EDUCATIONAL LEAVE

CSE provides educational leaves of absence without pay to eligible employees who wish to take time off from work duties to pursue course work that is applicable to their job duties with CSE. Regular full-time employees are eligible for this benefit.

Eligible employees who have completed one (1) year of service may request educational leave for a period of up to six months every five years. Requests will be evaluated based on a number of factors, including anticipated work load requirements and staffing considerations during the proposed period of absence.

Subject to the terms, conditions, and limitations of the applicable plans, CSE will not continue to provide health insurance benefits for the full period of the approved educational leave. Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

When an educational leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, CSE cannot guarantee reinstatement in all cases.

If an employee fails to report to work at the end of the approved leave period, CSE will assume that the employee has resigned.

6.17 MILITARY LEAVE

A military leave of absence will be granted to employees, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the U.S. armed services.

Employees will receive partial pay for two-week training assignments and shorter absences. Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty. The portion of any military leaves of absence in excess of two weeks will be unpaid. However, employees may use any available paid time off for the absence.

Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be provided by CSE for the full term of the military leave of absence.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regular scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with all applicable State and Federal laws.

Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, rate of vacation accrual and job seniority rights.

6.18 EMPLOYEE COMMUTE OPTIONS

CSE recognizes that traffic congestion contributes to air pollution and energy waste. To help reduce congestion and improve air quality, CSE encourages employee commute options. Finding alternatives for driving alone to work benefits both employees and the environment.

If at all possible, walking or bicycling to work is the healthiest commute options. These options also have the greatest impact on reducing traffic and the cost of commuting. Bicycle storage racks are provided to give employees a secure and convenient place to store their bicycles.

Public transportation is a commute option that reduces traffic and air pollution. Transit riders eliminate the stress of driving and may even have time to read, sleep, or write while commuting.

Carpooling is a convenient option that saves money on commute costs, reduces the stress of driving every day in traffic, and encourages communication with co-workers. A car pool consists of two or more individuals who share a ride to work. The number of riders may vary, the days the car pool operates may change, the drivers may rotate, and riders may share expenses. The ride sharers determine the rules. Conveniently located parking places are reserved for employees who car pool. Contact the Principal for more information and assistance with employee commute options.