



Employee Manual

This document is developed and published for use in charter schools under contract with BTR INC. d/b/a/ Rader Group in Florida. These policies apply to all areas of employment in accordance with applicable federal and state laws.



From the President:

You are employed by a Florida charter school. We hire only highly qualified individuals who are committed to students and to the school's mission!

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

Your charter school's Board of Directors/Governors contracts with BTR Inc. d/b/a Rader Group to provide financial and human resource management services for your school. We look forward to a productive and satisfying school year. I personally look forward to meeting you!

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

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

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

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

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

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

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

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

Sincerely,

Dr. Bill Rader, President
BTR Inc. d/b/a Rader Group

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Expectations

What You Can Expect From Your School

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

- Provide an exciting, challenging, and rewarding workplace and experience.
- Select people on the basis of skill, training, ability, attitude, and character without regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or a disability that does not prohibit performance of essential job functions.
- Compensate all employees in a fair and equitable manner.
- Review wages, employee benefits and working conditions regularly with the objective of being competitive in these areas consistent with sound business practices.
- Provide eligible employees with options for health and life insurance.
- Take prompt and fair action of any signed written complaint that may arise in the everyday conduct of our business, to the extent that is practicable.
- Respect individual rights and treat all employees with courtesy and respect.
- Provide facilities that are comfortable, orderly and safe with an atmosphere in keeping with the school's vision, mission and goals.

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

Complaints: Complaints against another employee shall be written, signed by the individual filing the complaint, and delivered to the school director who will notify Management for investigation. When appropriate, the director shall inform parents that unresolved student/teacher problems should be submitted first to the director, then to the management group. Complaint about the Director should be made to management center Human Resources Director.

Reporting Child Abuse or Neglect: Florida law mandates that any school employee who knows, or has reasonable cause to suspect that a child is abused, neglected, or abandoned shall immediately report such knowledge or suspicion to the Florida Abuse Hotline of the Department of Children and Families (toll free phone: **1-800-962-2873** or online at <http://www.dcf.state.fl.us/abuse/report/>). No employee is exempt

from this requirement. Failure to report may result in imprisonment, fines, and loss of professional licensure.

Each staff member who reports shall immediately notify the school director or his/her designee that a report has been made.

The Department of Children and Families is responsible, along with applicable law enforcement agencies to investigate allegations of child abuse, abandonment or neglect.

When a report has been made, the reporter or any agent of the school should not take it upon themselves to interview the child, talk with the suspected abuser, discuss the allegations with other potential witnesses or otherwise investigate the case. Nor should the report divulge information relating to the complaint to persons other than school officials, the DCF, law enforcement the State attorney or other agent of the court.

If a parent, caregiver, or legal guardian desires information related to a complaint of child abuse, that person should be directed to contact the DCF and/or the applicable local law enforcement agency.

If a complaint is made against a school employee, volunteer, agent or other person affiliated with the School, which, if true, would constitute child abuse, neglect or abandonment by that person, that complaint shall be immediately forward to the Director and Management. If the complaint is against the School Director, that complaint shall be immediately forwarded to the Management Human Resources Director. The Director or Human Resources Director shall forward the complaint to the Department of Children and Families for investigation as provided by statute. The person accused of child abuse, abandonment or neglect may be suspended or reassigned from duties involving interaction with children pending investigation of the allegations. If the allegations are substantiated by the DCF, the administrator or Human Resources Director shall take appropriate disciplinary action.

Professional Obligations

Use Common Sense and Professional Judgment for Interaction with Students:

- Maintain a professional barrier between you and the students. You are the adult/professional, be sure to conduct yourself as such.
- **Refrain from using any form of social interaction** with students except as appropriate professionally during the course of the school day and scope of assignments. This includes social networking via an electronic device (i.e. Facebook, Twitter, texting, email, etc.), person-to-person, or through an intermediary. See the Social Media Policy for more information.
- Keep the door open when talking with students. Avoid private conversations.
- Refer students to the appropriate resource person for counseling and/or discussions about personal matters.

- **Do not** flirt with students.
- **Do not** discuss your personal life or personal matters with students.
- **Do not** transport students in your personal vehicle unless directed to do so by the director. If necessary to transport a student in your personal vehicle, ask a co-worker to accompany you. Or, make other arrangements.
- Never leave your students unsupervised; have an alternate plan of action.
- Keep your hands and other parts of your body to yourself. Use verbal praise and reinforcement.
- Know the policies and procedures of the school and your professional responsibilities.
- Establish and maintain a consistent behavior plan. Treat each student and adult with respect.
- Chaperone only school sponsored functions. **Do not** socialize with students. If you chaperone a field trip, put in writing what your responsibilities will be. **Do not** drink alcoholic beverages or smoke in front of students. **Do not** take students to your home.
- **Do not** telephone students or write personal notes to students, including electronic means, unless you send a copy to the parents and the director.

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

- Know and abide by the laws, policies, procedures and school rules. Know your rights.
- Know and abide by laws and policies regarding collecting money, purchasing materials and equipment. Work in pairs when collecting large amounts of money. Document according to rules.
- Know the specific policy/procedure regarding the grading system. Give a written explanation of it to students and parents at the beginning of the year and subsequent reporting periods.

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

- Keep your co-workers and supervisors informed; work and communicate as a team; plan and teach together.
- Communicate with parents and document your communication. Remember that anything worth telling is worth writing!
- Dress and act appropriately and professionally. You are a role model in the community as well as in the school. Be a good example for students.

- Use common sense and good judgment. Ask yourself how someone else could perceive your comments or actions. Ask yourself if your comments or actions could be taken out of context and/or misinterpreted.
- Avoid putting yourself in a position where your actions, or lack of action, must be defended, explained, or justified. Avoid putting yourself in a position where it's your word against another person's word.
- Maintain a professional reputation in the community.

Professional Ethics and Principles of Professional Conduct

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

Professional Ethics for Educators

The educator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship.

Essential to the achievement of these standards are the freedom to learn and to teach the guarantee of equal opportunity for all.

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

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

Principles of Professional Conduct

Obligation to the *Student* requires that the individual:

- Shall make reasonable effort to protect the student from conditions harmful to learning or to health or safety.
- Shall not unreasonably restrain a student from independent action in pursuit of learning.
- Shall not unreasonably deny a student access to diverse points of view.
- Shall not intentionally suppress or distort subject matter relevant to a student's academic program, expose a student to unnecessary embarrassment or disparagement.
- Shall not intentionally expose a student to unnecessary embarrassment or disparagement.
- Shall not intentionally violate or deny a student's legal rights.
- Shall not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable effort to assure that each student is protected from harassment or discrimination.
- Shall not exploit a relationship with a student for personal gain or advantage.

- i. Shall keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

Obligation to the *Public* requires that the individual:

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

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

- a. Shall maintain honesty in all professional dealings.
- b. Shall not, on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background, deny a colleague professional benefits, advantages or participation in any professional organization.
- c. Shall not interfere with a colleague's exercise of political or civil rights and responsibilities.
- d. Shall not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment, and further shall make reasonable effort to assure that each individual is protected from such harassment or discrimination.
- e. Shall not make malicious or intentionally false statements about a colleague.
- f. Shall not use coercive means or promise special treatment to influence professional judgments of colleagues.
- g. Shall not misrepresent one's own professional qualifications.
- h. Shall not submit fraudulent information on any document in connection with professional activities.
- i. Shall not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.
- j. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
- k. Shall provide upon the request of the certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes of employment, or termination of employment.
- l. Shall not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these Principles of Professional Conduct for the Education Profession and other applicable Florida Statutes and State Board of Education Rules.
- m. Shall self-report within forty-eight (48) hours to appropriate authorities (as determined by school policies) any arrests/charges involving the abuse of a child or the sale and or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a

plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment.

- n. When handling sealed or expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of Sections 943.0585 (4)(c) and 943.059 (4)(c), Florida Statutes.
- o. Shall report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education Rules as defined in Section 1012.795 (1), Florida Statutes.
- p. Shall seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or Education Rules as defined in Section 1012.795(1), Florida Statutes
- q. Shall comply with the conditions of an order of the Educational Practices Commission.
- r. Shall, as the supervising administrator, cooperate with the Educational Practices Commission in monitoring the probation of a subordinate.

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

Report Misconduct by Instructional & Administrative Personnel

Florida Statutes defines the duty of each instructional and administrative personnel to report alleged misconduct by instructional or administrative personnel which affects the health, safety or welfare of a student. Incidences of alleged misconduct by instructional and administrative personnel in this charter school should be reported directly to the Human Resources Director or Chief Operating Officer of the management group (Rader Group 850-650-3984 or toll-free 866-998-1158; fax 850-650-6352).

When a complaint comes to the attention of the management group, it shall be reported to the sponsoring district within 30 days and when warranted to the Office of Professional Practices Services, using state-recommended reporting formats and “Guidelines for Investigations”.

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

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

Operating Policies and Procedures

Reporting To Work

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

Solicitation

Employees cannot sell or endorse products to be purchased by parents, students or another school. No employee shall solicit members or otherwise engage in the interest of any group organization or association whatsoever on school premises except those organizations which serve the professional interests of the school personnel. No insurance company, agent, or any other vendor shall be allowed to enter a school for the purpose of solicitation of funds or clients, other than the agents so authorized by the management office.

Use of Position for Personal Gain or Non-School Activity

Employees of the school are prohibited from using school property, facilities, work hours, students, parents, or other information for purposes other than the direct and faithful fulfillment of their employment obligations without the express written permission of the Board of Directors/Governors. Violation constitutes misconduct and is cause for termination.

Indebtedness against the School

Any employee shall be personally liable for creating any bill or indebtedness against the school unless authority exists under duly adopted policy of the Board of Director/Governors or is authorized by the Director, or approved by management group.

Anonymous Communication

Anonymous written communication addressed to an employee shall be destroyed by that employee at the time of receipt. Anonymous written communication includes notes, letters, tapes, facsimiles, or other electronic media not having a verifiable name, address and/or phone number of the sender of such communication. No action shall be taken against any individual based on any anonymous communication in any form.

Dress Code for Staff and Volunteers

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

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

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

Confidentiality of Information

Upon accepting employment with this school, you were/will be asked to sign a Confidentiality Agreement, which generally provides that you will not disclose or use any confidential information, either during or after your employment. We sincerely hope that our relationship will be long-term and mutually rewarding. However, your employment with this school assumes an obligation to maintain confidentiality, even after you leave our employment. Additionally, our students and their parents entrust this school with important information. The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received, the school earns the respect and further trust of our students and their parents. If someone outside the school questions you, and you are concerned about the appropriateness of giving them certain information, you are not required to answer. Refer the request to your director. No one is permitted to remove or make copies of any school records, reports or documents without prior written approval from the governing board of the school. Disclosure of confidential information could lead to termination, as well as other possible legal action for violation of professional ethics.

Positive Customer Relations

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

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

Avoid Outside Employment Conflicts with Employment at This School

Employees may not take an outside job, either for pay or as a donation of her/his personal time with a competitor of this school; nor may they do work on their own if it competes or hinders in any way the services we provide our students.

Know and Comply with “The School Plan for Health and Safety”

All employees shall be held accountable for making themselves aware of Health and Safety Standards, including procedures for emergency drills and situations, blood borne pathogens, Safety Committee Requirements, etc. The “School Plan for Health and Safety” includes critical safety and emergency information and should be made available or reviewed with you by your director.

Follow rules and guidelines of the local public school district’s “Student Progression Plan”

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

Utilize the local public school’s “Code of Conduct” document

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

Hiring Prohibitions

Florida Law states: “Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member.

For purposes of this law, the term “relative” means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.”

BTR Inc. prohibits the hiring of married couples/spouses or non-traditional unions in the same school, regardless of position or title, without the express written approval of the Board of Director/Governors prior to presenting an offer of employment.

Policy Prohibiting Discrimination and Harassment

Discrimination and Harassment in any form will not be tolerated. This includes student-to-student; adult to student; student to adult; adult to adult.

Discrimination

It is the policy of this charter school to offer students the opportunity to participate in appropriate programs, services and activities without regard to race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, parenthood, pregnancy, disability, sexual orientation, or social and family background. The school strives to provide equal opportunity for all and to identify and overcome potential barriers to recruitment, employment, training, promotional opportunities for staff. Discrimination against adults (applicants, volunteers, employees or contractors) on the basis of race, sex, color, national or ethnic origin, disability, age, political beliefs, religious beliefs, sexual orientation, social and family background or marital status is prohibited. For purposes of this policy, a disability exists when an individual (1) has a physical or mental impairment which substantially limits one or more of the individual’s major life activities (2) has a record of such impairment (3) is regarded as having such impairment.

Harassment

The school shall make every effort to assure students, employees and volunteers are protected from harassment or any conduct that unreasonably interferes with the individual's responsibilities and/or performance, an orderly process of work, or their freedom from intimidating, coercive, abrasive, hostile, or offensive working/learning environment. Harassment may include, but is not limited to: slurs or innuendoes, adverse remarks or epithets, or other verbal or physical conduct reflecting on an individual's race, color, national or ethnic background, gender or disability which has the purpose or effect of creating an intimidating, hostile or offensive educational environment; has the purpose or effect of unreasonably interfering with the individual's school performance or participation; or otherwise adversely affects an individual's educational opportunities.

Sexual Harassment

Any conduct of a sexual nature directed at another individual by a student, employee or volunteer is strictly prohibited. Sexually harassing conduct may include, but is not limited to commentary about an individual's body, sexually degrading words, etc. This includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when the following occurs:

- Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's school program and related activity or an individual's employment
- Submission to or rejection of such conduct by an individual is used as the basis for decisions affecting such individuals (students or adults)
- Such conduct has the purpose or effect to unreasonably interfere with an individual work/learning performance or creating an intimidating, hostile, or offensive working/learning environment.

Informal Complaints should be filed with the teacher and/or school director.

Formal Written Claims should be filed with the school's Human Resources Director (address below).

Equity Contact Person:

Human Resources Director,
BTR, INC d/b/a/ Rader Group Management Center,
101-A Business Centre Drive,
Miramar Beach, FL 32550
apupo@rader-inc.com;
850-650-3984 or toll-free 1-866-998-1158.

Policy to Comply with Americans with Disabilities Act (ADA)

It is the policy of this school to comply with all relevant and applicable provisions of the ADA. This will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical mental disability. This school will also make reasonable accommodations whenever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safety and effectively perform the essential duties and assignments connected with the job and provided that any accommodation made does not impose an undue hardship on the school.

Legal Liability

This school accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses or otherwise discriminates against another individual is personally liable for such actions and their consequences. This school may or may not provide legal or other assistance to an individual accused of discrimination and/or harassment if a legal complaint is filed.

Reporting

An employee who becomes aware of an alleged incident of discrimination and/or harassment (whether by witnessing the incident or being told of it) must report it to the school director immediately. Such a report/complaint must be in writing and signed. The director will then report to the Rader Group Human Resources Director. An investigation will be promptly conducted as required by law regardless of whether or not the victim wants the investigation to proceed. Findings of fault (punishment/penalty) will be dealt with based on the circumstances of each case up to and including termination or legal action. This school will also take any appropriate action necessary to remedy a situation or preclude recurrence.

If the alleged perpetrator is the school director, reporting should be directly to the Rader Group Human Resources Director. Should the Human Resources Director be the alleged perpetrator, reporting should be directly to the Chairperson of the Board of Directors/Governors.

Retaliation

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

Drug Free Workplace Policy

This school complies with the Drug Free Workplace Act. Each employee is hereby notified by this policy: The unlawful manufacture, dispensing, possession, distribution or use of a controlled substance or alcohol is strictly prohibited at any and all work-site or work related functions or as a part of any school activity, or any function held on school property.

An employee who violates this rule seriously impairs his/her effectiveness as an employee and shall be subject to such discipline as the Board may determine. Penalties will include, but are not limited to written reprimands, suspension from duty without pay, requirement to participate satisfactorily in a substance abuse or rehabilitation program, dismissal from duty and criminal prosecution.

Drug screening occurs as follows: (1) pre-employment (2) immediately after an employee is involved in a work related accident involving injury (3) random testing (4) probable cause due to suspicious behavior or pattern of behavior (5) bus drivers after an accident.

Florida law prohibits use of tobacco, including smokeless or non-lighted tobacco products, on school grounds or by employees at school-sponsored functions. Violations will result in disciplinary action.

Technology Policy

The following policy relates to the acceptable use of School electronic resources (including equipment, software, and networks) by employees and any entity having access to a School electronic account. Prior to the use of School electronic resources, individuals shall have read this policy and signed the required acknowledgment indicating that they understand and will abide by these regulations.

General Use

1. Access to and use of School technology resources, including Internet and e-mail service, is a limited privilege, not a right, and employees must adhere to School policies and procedures, and all federal, state and local laws including, but not limited to, laws regarding libel, harassment, cyber bullying, theft, privacy, copyright, and threats. Our policies extend to electronic use. All persons who use School electronic resources or have remote access, have the responsibility to respect and follow the guidelines set forth herein and to honor the ethical norms associated with the highest standards of professional conduct. The School may restrict or suspend user privileges while any alleged violation(s) are being investigated and adjudicated. Failure to comply with School Board policies and state and federal guidelines may result in the loss of access and use of electronic resources, disciplinary action by the School, and civil and/or criminal prosecution.

2. No user should have any expectation of privacy as to Internet, e-mail or computer usage. The School, either directly or with the assistance of a technology vendor, may monitor equipment, systems, Internet, e-mail and network traffic at any time. The School reserves the right to inspect any and all files stored on any network or local computer system, including removable media, such as diskettes, CDs, DVDs, tapes, and USB drives regardless of ownership. Users should be aware that their communications are stored within School electronic resources, including deleted communications, and these communications may constitute public records, business records, and are subject to both statutory and common law right to know requests, with which the School must comply (Chapter 119, Florida Statutes). Further, the School holds and does reserve the right to inspect, copy, remove, lock out any data or file, or terminate a network connection which contains evidence of violation(s) of these guidelines, law or other policy.

3. Only School-approved hardware and software are allowed on School network or equipment, including network gear such as wireless access points, hubs and switches. Upgrades to existing software must be pre-approved. The School may require the removal of upgrades not approved. Licenses needed for authorized use by any non-school employee must be provided or purchased by requestor or external user. The unauthorized use or duplication of copyrighted material is prohibited. The School shall not be liable for any damage to or loss of privately owned equipment, and does not provide technical support for any such equipment. The School may request removal of any such equipment or software at any time.

4. Accessing and/or transmission of any material deemed to be in violation of any federal, state or local law is prohibited.

5. School staff must be granted access to all School-owned computers and peripherals at all times.

6. Unauthorized changes to the school-provided computer configuration (workstation) are not allowed. Removal or swapping of peripherals and/or parts is not allowed without prior School approval.

7. All computers should be turned off (Shut Down) at close of business each day, unless otherwise instructed by the School.

8. All computers must be secured with a strong password. Users must log off or shut down unattended computers. Should an employee be instructed to release his/her password for the purpose of a computer repair, the employee is required to change his/her password following the completion of that repair.

9. Electronic resources, including but not limited to Internet and e-mail, are to be used primarily for school-related activities consistent with the mission of the School. Appropriate school-sanctioned use includes, but is not limited to, instruction; completion of academic and administrative assignments; academic research; authorized work of School departments, offices, and centers, recognized organizations, and School affiliates. Personal use of School electronic resources is subject to public access and shall be considered the lowest priority use in allocation of electronic resources and time.

Any use for non-School purposes shall be occasional, brief, and shall not:

- a. Interfere with the School's business;
- b. Interfere with the user's ability to perform his/her job;
- c. Interfere with the ability of other users to perform their jobs;
- d. Expose the School to liability or embarrassment;
- e. Expose the School to security risks;
- f. Negatively impact network performance;
- g. Result in any cost to the State, including but not limited to productivity loss, cost of supplies, and any additional communications charges;
- h. Be for a political purpose; or,
- i. Violate any federal, state or local laws.

10. Examples of unauthorized general computer activities include, but are not limited to:

- a. Engaging in any illegal or inappropriate activities;
- b. Using School equipment and resources for storage of non-work related files (software or data) such as music, videos, or inappropriate content;
- c. Using School equipment and resources for non-work-related personal financial gain or soliciting;
- d. Creating security breaches including, but not limited to: intentionally sharing passwords with unauthorized individuals; unauthorized access of confidential information or of data not intended for the employee; or logging into a server or account that the employee is not expressly authorized to access;
- e. Circumventing, reconfiguring or otherwise subverting system and network security measures, including but not limited to disabling antivirus software, performing port scanning or security scanning or the unauthorized execution of any form of network monitoring which will intercept data not intended for the employee;
- f. Any activity which results in any cost whatsoever to the School, including but not limited to: lost productivity of employee, co-workers, or management; use of supplies such as paper or ink; additional telephone or network communication charges;
- g. Prohibited uses include but are not limited to: sending messages, requesting information or material, or accessing information or material that is fraudulent, harassing, obscene,

offensive, discriminatory, lewd, sexually suggestive, sexually explicit, pornographic, intimidating, defamatory, derogatory, violent, or which contains profanity or vulgarity, regardless of intent. Those which are considered offensive include, but are not limited to, messages containing jokes, slurs, epithets, pictures, caricatures, or other material demonstrating animosity, hatred, disdain, or contempt for a person or a group of people because of race, color, age, national origin, gender, religious or political beliefs, marital status, disability, sexual orientation or any other classification protected by law;

- h. Sending messages, viewing or requesting information reflecting or containing chain letters or any illegal activity, including, but not limited to, gambling;
- i. Sending or requesting information or material that proselytizes or promotes a religious or political view, cause, position, or action.

11. Employees will not be held accountable for a student's non-instructed actions when using electronic media.

12. In the event of a security breach or suspected security breach, resulting from theft or loss of data, unauthorized access of data, School-wide malware or virus outbreak, or any method of "hacking", the management center should be notified immediately. Additionally, lost or stolen computers must be reported to the management center immediately.

13. The School is required to provide Internet content filtering in an attempt to keep inappropriate electronic media out of the classroom. No content filtering system can exclude all offensive material and this is one of the risks in using a School computer. Any site deemed inappropriate should be reported to the Human Resources Director. Any unauthorized attempt to bypass or tamper with the filter is a violation of this policy.

14. Information about students such as name, grade, general class performance, or any other information should not be transmitted by an electronic means to anyone other than those with legal rights to view this information without the express written permission of the parent or legal guardian of that student. Any attempt to access or tamper with student records or other information by an authorized user is a violation of these guidelines and state and federal privacy law.

15. All websites created by employees, students, or sanctioned school group representatives, created for any school related purpose are required to be housed and stored on School-provided web servers or third party web hosting providers approved by the School. The Human Resources Director has the right to terminate any School website at any time for any reason.

16. Material contained in web pages on School resources may be seen by anyone who has access to the Internet, regardless of age and has the risk of being linked to social media networks such as Facebook and Twitter. Users must be sensitive to the public nature of this material and avoid the displaying of images, sounds or script which could be considered as harmful or offensive to others and should avoid illegal framing and web linking. Material contained in web pages must comply with the provisions set forth in these guidelines, and as such shall be the property of School and subject to copyright laws.

17. The School, independently or through contracted technology vendors, has the right to remotely monitor network traffic and computer workstations for the purpose of maintaining the security of the

network, troubleshooting computer repair, and assisting employees with technology related problems. Users shall be notified before monitoring or remotely accessing the user's computer, unless such monitoring is in the course of an ongoing personnel investigation and has been approved by the Human Resources Director or his/her designee or federal and state investigators. The School recognizes that access to confidential information may be given to non-School employees in this process. It will not be assumed employees are the source of any leaks if other personnel outside the system have had access to it. Employees who suspect that their computer has been accessed without their permission should contact the management center.

18. When requested, employees shall, at a minimum, have access to a School computer.

Internet Use

1. All Internet activity is subject to monitoring and scrutiny, not limited to internal monitoring. Most websites capture the IP addresses of all visitors, along with date and time of the visit and the activity performed. Any use of School equipment to access the Internet, regardless of whether it is during official work hours, could be interpreted as abuse of School equipment. Even the appearance of impropriety is not acceptable, and all employees must take extreme care in ensuring that all Internet activity done from School equipment is above reproach.

2. Access to and use of the Internet shall only be through the School Network. No direct dial-out access to the Internet is allowed. Authorized exceptions may be made for special circumstances, at the discretion of the Human Resources Director or his/her designee.

3. Software may not be downloaded from the Internet without specific authorization from the Human Resources Director.

4. All files downloaded from the Internet shall be scanned for viruses using the School's standard anti-virus software prior to use.

5. Internet usage is subject to monitoring by the School and other external entities. Employees should not attempt to hide improper activity by deleting audit trails, history files and/or cookies which store information related to Internet activity.

6. It is imperative that good judgment shall be utilized in viewing non-business related sites, and such utilization shall not impact the performance of the School's information technology resources, the employee's work performance, nor result in any additional cost to the School.

7. Examples of unauthorized Internet activities include, but are not limited to:

- a. Engaging in any illegal activities;
- b. Installing, introducing, downloading, accessing or distributing unlicensed or unapproved software;
- c. Installing, introducing, downloading, accessing or distributing malware of any form (including viruses, worms, etc.) through willful intent or negligence (No file received from an unknown source shall be downloaded, whether attached to an e-mail message or downloaded from the Internet.);

- d. Downloading large files such as music, games, videos, and photos unless specifically needed in performing job duties;
- e. Using “streaming media” (audio or video) to play Internet-based music, radio, movies, games, and other broadcasts unless specifically needed in performing job duties;
- f. Visiting any inappropriate website (sexually suggestive, violent, obscene, or vulgar material; inappropriate language or profanity; racial or otherwise discriminatory content);
- g. Visiting non-work-related chat rooms, news groups or political groups, singles clubs or dating services;
- h. Using Internet-based Instant Messaging;
- i. Running a web server from a workstation;
- j. Any activity which results in any cost whatsoever to the School, including but not limited to: lost productivity of employee, co-workers, or management; use of supplies such as paper or ink; additional telephone or network communication charges.

Personal Use of Company Provided Cell Phones

1. The Rader Group may issue a business cell phone to an employee for work-related communications only. If you use the business cell phone for personal calls, you will be expected to reimburse the company for all costs incurred for personal calls. Employees in the possession of company equipment such as cell phones are expected to protect the equipment from loss, damage, or theft. If a replacement is needed due to negligence, you will have to pay for the replacement cost of the new cell phone. Upon resignation or termination of employment, you will be asked to return your company cell phone. The cost to replace any phone not returned, unauthorized charges, or any monies owned to the company may be deducted from your final paycheck (to the extent permitted by law).

Cell Phone Use/Texting While Driving

1. Employees whose job responsibilities include regular or occasional driving who are issued a company cell phone for business uses are expected to refrain from using their phone (including text messaging) while driving. Safety must come before all other concerns. If you are charged with traffic violations resulting from the use of a cell phone while driving you will be solely responsible for all liabilities that result from such actions.

2. If an employee receives a call on a company cell phone while driving, he or she must pull over safely, park, and either answer the phone or return the call. Furthermore, if an employee needs to make a call, he or she must pull over safely, park, and then place the call. Employees also may not send or review text messages while driving as part of their job responsibilities.

3. The purpose of this policy is to ensure the safety of the employees, other motorists and company property. Employees who are charged with traffic violations, or cause accidents, or injuries resulting from their use of personal or company-issued cell phones or smartphones while driving will be solely responsible for all liabilities, and fines which result, to the extent permissible under the law.

E-Mail Use

1. E-mail records are subject to the public record laws under Florida Statute Chapter 119 and other state and federal laws. Users may not harass, threaten or otherwise harm others by sending obscene, abusive, spam, or injurious messages. Sending or forwarding spam (i.e., electronic chain letters or junk mail) is not allowed. Due to recent court decisions to diminish their expectation of privacy when using computers at work, employees are discouraged from using electronic mail for issues unrelated to school business. Employees may use the School e-mail to contact all other employees within their own school about school-related business including approved fundraisers, promotions or events with the principal's permission. Employees may not use School e-mail to contact other employees outside their school about promotions, events, fundraising, etc., without the express written permission of the Directors of the schools or the Human Resources Director. An employee shall not send an e-mail to the entire School, without prior written approval from the School Director.

2. Anyone collecting e-mail addresses from individuals that are not School employees is required to clearly state the following in the correspondence requesting the e-mail address:
"Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. E-mail records are public records under Florida Law and in general are not exempt from public records requirements. In the event your response contains information that may be considered sensitive or confidential pursuant to Federal or State law, please do not send that information via email; please contact me to make alternative arrangements."

3. School employees should not read other individual's e-mail unless it is necessary to perform their job without the permission and consent of the party to whom the e-mail is addressed.

Statutory Authority: Sections 1001.41 and 1001.42, Florida Statutes

Laws Implemented: Section 1001.43 (9), Florida Statutes

Disciplinary Action Policy

Procedures

To insure that this school operates properly and efficiently, you must conform to certain standards of attendance, conduct, work performance and other work rules and regulations. When a problem in these areas does arise, you and your administrator should identify mutually acceptable effective solutions. If you fail to respond to coaching or counseling, additional procedures may apply. Unacceptable behavior or unsatisfactory work habits, which do not lead to immediate At-Will dismissal, may be dealt with in the following manner:

- a. *Oral Reminder*: The director or designee will meet with you to discuss the problem, violation or situation, and the expected remedy. Directors will document the conversation and provide a copy to the individual employee for verification/signature and include in their personnel file.
- b. *Written Warning*: If your performance does not improve within the designated time, or if you are again in violation of a school rule, performance or work habit expectation, the director or designee will discuss the problem with you, emphasizing the seriousness of the issue and the need for you to immediately remedy the problem. After the meeting, your supervisor will provide a written warning to you summarizing the discussion, your agreement to rectify the

- situation, identify the timeline and assistance to be provided. (NEAT-notice, explanation, assistance, time).
- c. *Letter of Reprimand*: When a work habit or policy/procedural violation occurs, the director with the approval of the Rader Group shall present a letter of reprimand to the employee indicating the violation and resulting disciplinary action.
 - d. *Termination of Employment*: If corrective action is not followed, you shall be terminated either “At-Will” or for “Cause”. Termination for “Cause” shall include:
 1. All previous documents that were signed by the Director and acknowledged by the employee specifying the problem and what actions must be taken to correct the problem.
 2. Documentation that indicates what and how assistance was provided.
 3. Documentation that indicates the employee was given ample time to make the correction/improvement and failed to do so.

Terminations for Cause due to illegal acts are also reported to the Professional Standards Commission for action against the individual’s teaching certificate and reported to Law Enforcement. Employees who are arrested for any reason may be suspended pending the final disposition. **Being convicted or found guilty of, or entering a guilty plea to, regardless of adjudication of guilt, any crime involving moral turpitude shall be just cause for termination of employment.** Individuals found guilty of a crime shall immediately be terminated for Cause.

Types of Disciplinary Action

Deduction from Pay for Infractions

As a consequence of inappropriate behavior and/or poor work habits, the director (with the approval of the Rader Group may withhold pay for a specific number of days (not to exceed a sequence of up to three days) due to well-documented infractions of work standards, professional expectation/conduct issues. Prior to use of this action, the director must have provided notice of the problem and given the individual the opportunity to correct the problem. Infractions which may result in deduction from pay include, but are not limited to the following:

- a. Failure to follow directives made by Authority/supervisor/director after reminder.
- b. Use of poor judgment/decision-making, which does not impair safety, health or well-being of another person but demonstrates insubordinate or unbecoming behaviors after reminder/counseling.
- c. Violation of professional expectations/conduct.

Immediate Suspension

The following actions, because of their serious nature, will result in immediate suspension pending an investigation:

- a. Theft
- b. Falsification of records
- c. Failure to follow safety practices
- d. Breach of confidentiality agreement
- e. Threat of, or the act of, doing bodily harm
- f. Willful or negligent destruction of property
- g. Illegal use and/or possession of intoxicants, drugs or narcotics

- h. Failure to follow the directions of your supervisor
- i. Unethical and unprofessional behavior, reported misconduct
- j. Identified or charged with a crime constituting a felony or a misdemeanor involving moral turpitude, or charge or evidence of personal conduct which, if substantiated, could seriously reduce the employee's effectiveness as an employee of the school

At the conclusion of the investigation or after a criminal charge is brought by law enforcement, the director, with the support of the Rader Group, may recommend Suspension without Pay to the Board of Directors/ Governors. If approved, the individual will be suspended without pay until the final outcome of the case is determined. This action must be documented in the minutes of the Board of Directors/Governors.

Dismissal for Cause or Termination At-Will

If corrective action is not followed, the employee shall be terminated either "At-Will" or for "Cause." The director, in accordance with the Rader Group, may terminate an employee for "Cause" (poor performance, poor work habits, misconduct, excessive absences, tardiness, discrimination, harassment, or other violations of practices, policies or procedures) provided the following requirements are met:

- a. All previous documents that were signed by the director and acknowledged by the employee specifying the problem and what actions must be taken to correct the problem.
- b. Documentation that indicates the NEAT (notice, explanation, assistance, time) was adequately provided.
- c. Documentation the employee failed to eliminate the problem or make requested changes/modifications.

This Disciplinary Action Policy applies to all regular employees who have completed ninety (90) working days or one semester of employment as a teacher. This policy pertains to matters of conduct as well as the employee's competence. However, all employment is At-Will; therefore, an employee who does not display satisfactory performance and accomplishment on the job may be dismissed without resorting to the steps set forth in this policy.

Voluntary Termination

This school will consider you to have voluntarily terminated your employment in any of the following situations: Written Resignation, or Failure to return from an approved leave of absence on the date specified by the school, or Failure to report to work or appropriately notify the director of impending absence or Failure to obtain authorized Leave.

Nursing Mothers Policy

To ease the transition of mothers returning to work following the birth of a child, lactation accommodation will be provided for nursing mothers:

- For up to a year following a child's birth, nursing employees will be provided break time to express breast milk during the workday. The employee will be allowed a reasonable break time whenever she has the need to express milk throughout the day.

- The School will provide a private area for nursing employees to express breast milk. Employees must bring their own cooler or storage container but may store their milk in a Company refrigerator.
- Breaks to express milk will not be paid. Employees may use a normal break and lunch periods to accommodate their nursing needs. However, if the breaks needed to express milk exceed standard daily break time, then the employee must use personal time (either in the form of an unpaid break or paid time off). **Refer to the sections on Leave and Breaks to see that we do not differentiate types of earned paid leave or have scheduled breaks.**
- If you are returning from maternity leave, speak with your Director regarding your nursing needs. Your Director will work with you to accommodate your break schedule as needed, knowing that your breaks may differ on day to day basis.

If you have further questions or concerns regarding this policy, please contact Human Resources @ 850-650-3984 or toll free @866-998-1158.

Employment

Each employee of this charter school must be of good moral character and be 18 years of age. Those employed in an instructional or administrative capacity must hold a valid Florida Educator certificate with coverage in their assigned area and must not be disqualified from employment under 1012.315 F.S. and must not be convicted of a crime of moral turpitude as defined by the State Board of Education.

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

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

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

Screening Applicants

The director, in conjunction with the management group carefully screens our potential employees through written applications, two-tiered interviews and background checks. School directors are required by Florida law to conduct appropriate reference-checks with former/previous employers and document findings prior to offering a position of employment at this charter school. Additionally, electronic screening for previous action against certification and qualifications for FL Educator Certification is completed prior to the job offer. No director can recommend a terminated individual to another

educational setting without disclosing any previous misconduct. Failure to complete the electronic background check or to provide documentation of appropriate and timely reference checks with previous employers (or documented attempts) will be cause for termination of employment of the director and/or termination of the school's charter by the sponsoring district.

Offer of Employment

After all available information is considered and evaluated, the director in collaboration with management, recommends conditional employment pending the outcome of fingerprinting and drug screening.

Once an applicant is cleared for employment, a letter offering employment is sent to the home of the applicant. The letter includes information about salary, hire dates, benefits, and other conditions of employment along with a Position Description. Other required employment documents are sent with instructions for completing and returning to the management center HR office.

Acceptance of Offer of Employment

To accept employment, candidates sign and return their Position Description along with other required documents, copy of social security card and driver's license, Health and Previous Injury Questionnaire, copy of FL Educator's Certificate or Statement of Eligibility (teacher) and School Bus Driver Certificate (bus drivers), Acknowledgements, IRS W-4, I-9, Veterans Preference and other document they may be required by law. Signatures on the Position Description acknowledge the employee's responsibilities, expectations, compliance with At-Will employment and Arbitration as well as other policies of the school.

At-Will Employment

Your employment is At-Will. This means that neither you nor the school has entered into a contract regarding the duration of your employment. You are free to terminate your employment at any time, with or without reason. Likewise, the school has the right to terminate your employment with or without reason at any time. Furthermore, the school reserves the right to otherwise discipline, transfer, or demote you at any time. No employee of this school can enter into an employment contract for a specified period of time, or make any agreement contrary to this policy.

Introductory Period

New employees should receive an orientation regarding expectations and responsibilities during the first week of employment. At a minimum, this includes safety training and review of policy and procedures. Please feel free to ask your director any questions not answered during your orientation. During the official 90 day probationary Period, the school will evaluate your suitability for employment, and you can evaluate the school as well. Please understand, however, that completion of the Introductory Period does not guarantee continued employment, as employment is always At-Will.

During the Probationary Period, the employee is not eligible for insurance benefits. Management will notify new employees of their options for participation in the insurance program(s) one month prior to their eligibility date. Any former employee who has been rehired after a separation of more than one (1) year is considered an introductory employee. At the end of the Introductory Period, a job performance review may be conducted between the employee and director or immediate supervisor as determined by the director.

Arbitration Policy

If an employment dispute arises while you are employed at this school, you are expected to submit any such dispute arising out of your employment or the termination of your employment (including, but not limited to, claims of unlawful termination based on race, sex, age national origin, disability, breach of contract or any other bias prohibited by law) exclusively to binding arbitration under the federal Arbitration Act, 9 U.S.C., Section 1. Similarly, any disputes arising during your employment involving claims of unlawful discrimination or harassment under federal or state statutes shall be submitted exclusively to binding arbitration under the above provisions. This arbitration shall be the exclusive means of resolving any dispute arising out of your employment or termination from employment by either this school or you, and no other action can be brought by employees in any court or any forum.

By simply accepting or continuing employment with this school, you automatically agree that arbitration is the exclusive remedy for all disputes arising out of or related to your employment with this charter school and you agree to waive all rights to a civil court action regarding your employment and the termination of your employment with this school; only the arbitrator, and not a judge nor a jury, will decide the dispute.

If you decide to dispute your termination or any other alleged incident during your employment, including but not limited to unlawful discrimination or harassment, you must deliver a written request for arbitration to the Chairperson of the school's Board of Director's/Governors within forty-five days from the date of termination or from the date on which the alleged incident occurred. The written notice must state the basis for the complaint. The employee will be provided a list of arbitrators within thirty (30) calendar days. The employee must respond within fourteen (14) calendar days to each communication regarding the selection of the arbitrator and the scheduling of the hearing.

If this school does not receive a written request for arbitration from you within forty-five days, or if you do not respond to any communication from this school about the arbitration proceedings within fourteen (14) calendar days, you will have waived any right to raise any claims arising out of the termination of your employment with this school, or involving claims of unlawful discrimination or harassment, in arbitration and in any court or other forum.

You and this school shall each bear respective costs for legal representation at any such arbitration. The cost of the arbitrator and court reporter, if any, shall be shared equally by the parties.

Safety and Organization

The school is sincerely interested in the health, safety and welfare of each employee. In order to ensure a safe working environment, the school needs the cooperation of all employees. This means maintaining a clear and orderly working environment as well as reporting any unsafe working conditions and all accidents to the administrator or designee. The "*School Plan for Health and Safety*" includes specific guidelines for emergency drills, actions, and the implementation of a School Safety Committee. Be sure to review this document carefully.

Work Schedule: Hours and Breaks

Your particular hours of work will be determined and assigned by your director or designee. All employees are expected to arrive by the designated time and remain on the job until the full workday is completed. Regular full-time employees are assigned to work a forty (40) hour workweek. Generally, the

work schedule for regular full-time employment is eight (8) hours per day including lunch (unless completely relieved from duty), five (5) days per week, Monday through Friday. The number of hours for which a bus driver is paid varies by school. The minimum is generally three (3) and the maximum is six (6) hours per day. Assistants/tutors work hours are either five (5) or eight (8) hours, depending on whether or not they have an addition job.

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

When deemed necessary, the director may arrange “flexible scheduling” for employees in order to accomplish a specific mission/project or special duty assignment in a specified time period. *Flexible scheduling may be worked out with the director in advance but must be documented in writing and provided to management by the director prior to any individual modification of the schedule.* Flexible scheduling must occur within the next 72 hours following the special duty. Flexible scheduling does not involve hours in excess of 40 for non-exempt employees.

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

Job Classification and Type

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

- a. **Full-Time:** The work schedule for regular full-time employment is eight (8) hours per day including lunch (unless completely relieved from duty), five (5) days per week, Monday through Friday. Full time employees are defined as employees successfully completing the introductory period and working forty (40) hours per week in a regularly established position of employment.
- b. **Part-Time:** An employee who works less than forty (40) hours per week is considered a part-time employee in a regularly established position of employment. Eligibility of part time employees for insurance benefits is defined in the benefit package each year. Benefits are never available for employees who work less than 30 hours per week. The work schedule for part-time employees is established by the director. Part-time employees working longer than four (4) hours per day will be given an unpaid meal period.
- c. **Ten Month Employees:** The period of employment for Ten Month Employees is 196 days and defined by the local school district’s calendar. Some schools employ support staff for student days only, 180 days.
- d. **Twelve Month Employees:** The period of employment for twelve-month employees begins July 1 and ends June 30 of each year. Each school follows the district’s calendar for 12 month personnel.
- e. **Temporary Employees:** Employees that are hired for a specified period of time or to complete a project. Temporary positions may not exceed a period of six (6) months unless

specifically extended by written agreement. Temporary employees are not eligible for any benefits or paid holidays. A temporary employee does not become a regular employee by virtue of being employed longer than the agreed upon specified period. Staff hired on or after March 1 will be identified as Temporary.

- f. **Salaried and Hourly Employees:** Employees are either salaried or paid by the hour. Hourly employees do not receive paid holidays, but may qualify for benefits, depending on the number of hours stated in their Offer of Employment.
- g. **Contractors:** Contractors or vendors are hired for a specific period of time to perform a specific task and are not considered employees; rather they are independent contractors who are responsible for their own workers compensation and liability insurance, taxes and background clearance through the local school district. Contractors and vendors not on the list of district-approved list are never allowed on campus when any student is present.
- h. **Non-Exempt and Exempt Employees:** Certain positions of employment are classified as non-exempt. This means that they are not exempt from (and therefore should receive) overtime pay for time worked in excess of forty (40) hours per workweek (Wednesday through Tuesday). However, the administrator must first obtain approval from Management's Chief Operating Officer before approving any over-time pay. All approved overtime must be in writing, signed by the administrator and submitted with payroll.

According to the Fair Labor Standards Act, non-exempt employees are full-time employees who are considered a service/support or non-professional level position. Overtime must be authorized by the director in writing and in advance of the time worked in order for non-exempt personnel to be paid or for compensation time to be granted. Exempt employees include teachers, administrators, and other professional level staff and are NOT eligible for overtime or compensation time.

Employee Sign-In/Out

All employees are required to sign in at the time they arrive at school and out at the time they leave the school every day. Each employee is responsible for accurately recording their time. Entering or tampering with another employee's time record is cause for disciplinary action, up to and including termination. The director must verify and sign all time sheets each day. Payroll must be reported based on sign in/out sheets.

Volunteer and Visitor Sign-In/Out

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

Absences and Tardiness

This school expects you to be ready to work at the beginning of your assigned daily work hours and to reasonably complete your projects by the end of your assigned work hours. From time to time, it may be necessary for you to be absent from work. This school is aware that emergencies or illnesses cannot be scheduled; however, if you are unable to report to work or will arrive late, it is your responsibility to contact the director or designee following the specific school procedures for reporting tardiness or emergency absences. Approved personal leave must be arranged in advance with the director.

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

The physician's statement should indicate your fitness to return to work. A consistent pattern of tardiness and/or questionable absences can be considered excessive, and may be cause for concern. In addition, excessive lateness or leaving early without express prior written approval will be considered "absence without authorized leave" and may carry the same weight as an unauthorized absence. Other factors, like the degree and reason for the lateness, will be taken into consideration.

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

Personnel Record

Personnel record refers to all records, information, data or materials maintained by the school/management group concerning any employee. This record may be in any form or retrieval system and be maintained at not more than two locations, the school director's office and the management HR office. All files must be secured and maintained in a fireproofed cabinet.

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

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

- a. Legal name
- b. Home address
- c. Primary phone number
- d. Emergency contact information
- e. Number of dependents
- f. Marital status
- g. Change of beneficiary
- h. Driving record or status of driver's license

- i. Military or draft status
- j. Exemptions on your W-4 tax form
- k. Training Certificates
- l. Teaching Certificate or other Professional License
- m. Other changes in employment status (i.e. location, hours, position, etc.)

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

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

Professional Credentials and Training

Florida Educator's Certification Required for all Teachers

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

New Teacher Induction Program

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

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

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

Out-of-Field Assignments

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

Teacher Training

Teachers who accept employment in schools where a specific school-wide curriculum is implemented must participate in the appropriate training/staff development as required for that school. Teachers who receive such training/staff development are expected to complete one calendar year of employment at the school where training was received. Failure to complete one calendar year of employment will result in the cost of training being deducted from their final check.

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

School Bus Drivers

School bus drivers must hold a valid certificate as a “School Bus Driver” and maintain the credential each year by meeting the requirements for driving history, additional training, physical examination, etc. When necessary the school will pay for a new bus driver to obtain the required School Bus Driver training in order to obtain a “FL School Bus Driver Certificate.” Bus Drivers must reimburse the school for the cost of the school bus driver training if they leave employment as a bus driver from that school within one calendar year. Payment will be deducted from final check.

Food Service Workers

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

Performance Appraisal and Evaluation

Because we want you to grow and succeed in your job, this school conducts a formal appraisal of performance at least once each year. Informal evaluations may occur at any time as deemed appropriate by the supervisor.

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

performance review process. You will be asked to sign the document and you will be provided a copy. A copy will be added to your personnel file.

Non-Teaching Support Personnel Performance Appraisal Reviews

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

Teacher Performance Appraisal Reviews

Each Florida School District is required to have an approved Performance Appraisal System in place. Charter schools under contract with BTR Inc. d/b/a/ Rader Group are required to utilize the system approved by the sponsoring school district. Failure to comply will result in termination of the Director of the charter school. Mandatory training will be provided for teachers and administrators.

Formal Observations of Classroom Teaching

All teachers are expected to demonstrate effective teaching techniques as well as the successful implementation of the curriculum and performance expectations on their position description. The school director shall schedule formal classroom observations with each teacher. Each observation must be at least 30 minutes and include either the beginning or the end of the lesson. The director will document observations and provide feedback in compliance with professional methods and district guideline. A post-observation conference is required which shall include the development of the Professional Development Plan when appropriate.

Timelines for Classroom Observations

Beginning teachers must be observed during the first four (4) weeks of school, and at least twice thereafter during their first year of teaching in this school or more often when required by the sponsoring district's performance appraisal system. There is no maximum number of observations. Informal observation should be at least weekly and characterized as a "walk-through," not prearranged or scheduled.

Compensation

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

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

Salary Schedule

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

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

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

Effective July 2011, new teachers may bring in up to nine (9) years of In/Out-of-state public and/or accredited private school experience when documented and approved by the Human Resources Director. Verified in District experience may be counted up to retirement eligibility event.

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

This school applies the same principles of fairness to all employees, regardless of organizational level, race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law.

Payroll Information

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

Twelve-month employees shall be paid for number of days defined by the sponsoring school district for 12 month personnel.

The total work year for ten months staff is 196 days. Depending on the hire date, salaries for ten-month employees will be prorated over 12 months.

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

Employees will be paid monthly on the last working day of the month unless otherwise agreed by the Board of Directors and the Rader Group.

All employees have responsibility to file required reports faithfully and accurately by the designated time. Reports or documents that are not accurately completed within the established timeline will result in their payroll check being withheld until such requirements are met or other disciplinary action is taken.

Pay Cycles

The Pay Cycle is determined between the school and management and may be either twice a month or monthly.

- a. *Twice A Month Pay Cycle:* When applicable, checks will be issued on the 5th and 20th of each month. When these dates fall on a weekend or holiday, checks will be issued the next working day afterward.
- b. *Monthly Pay Cycle:* Checks will be issued in the middle of the month or on the last working day of the month. In the case of holidays or closings, changes will be announced in advance. The director will distribute paychecks on the pay dates specified.

On your IRS W-4 form, the employee identifies the number of exemptions you claim. If you wish to modify this number, please obtain a new W-4 form from the school office and submit to the Rader Group. Any changes to the W-4 form must be completed by the employee by filling out a new form. We advise you to check your pay stub to ensure that it reflects the proper number of withholdings. The W-2 form you receive annually reflects how much of your earnings were deducted for these purposes.

By law, schools are obligated to keep accurate records of the time worked by employees. This is done by sign-in and sign-out time sheets. An employee who fails to properly sign in or sign out will not be paid for that day and will be subject to termination. In the event that an employee submits a questionable time sheet, the employee will not be paid for the questionable time until such time as the time sheet is verified. Administrators must verify and sign all time sheets daily. Payroll must be reported based on sign in/out sheets.

Mandatory Deductions from Paycheck

This school is required by law to make certain deductions from your paycheck each time one is prepared. This includes your federal income taxes and your contribution to Social Security/Medicare as required by law. These deductions will be itemized on your check stub. The amount of the deductions will depend on your earnings and on the information you furnish such as court-ordered garnishments, will be explained whenever the school is notified of such orders.

Social Security and Medicare Contribution

The United States Government operates a system of mandated insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your wages to the trust fund from which benefits are paid. As your employer, the school is required to deduct this amount from each paycheck you receive. In addition, your school matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

Your Social Security number is used to record your earnings. Employees are encouraged to protect your Social Security record by ensuring your name and Social Security number on your pay stub and W-2 Form are correct. You may also want to make sure your earnings statement is accurate each year by requesting a Personal Earnings and Benefit Estimate Statement from the U.S. Social Security Administration by calling 1-800-772-1213 or you may even access them on-line at www.ssa.gov.

Error in Pay

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

Wage Garnishments

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

Overtime Pay

If you are a non-exempt employee, you will be eligible to receive overtime pay of one and one-half (1 ½) times your regular hourly wage for documented and approved hours worked over forty (40) hours in one work week (Wednesday through Tuesday). If, during that week, you were away from the job because of a job-related injury, paid holiday, jury duty, vacation day, or paid sick time, those hours not worked will not be counted as hours worked for the purpose of computing eligibility for overtime pay. The workweek for computing overtime is Wednesday through Tuesday. Please note if you are a non-exempt employee on an approved flexible work arrangement, overtime hours will be computed only on those hours worked in excess of the regular forty (40) hour workweek. All overtime or compensation time must have written approval in advance from the School Director and submitted with payroll. Exempt employees do not earn overtime pay.

Compensatory Time ("Comp Time")

Non-exempt employees who earn overtime may have the option of receiving compensatory time off ("comp time") instead of overtime pay for overtime hours worked. Comp time instead of overtime pay may be allowed if the time off is taken in the same pay period the overtime is worked. All comp time off must be given at the rate of one and one-half (1 ½) hours for each hour of overtime worked in excess of a forty (40) hour work week. Comp time scheduling will be done on a prior approval basis, and will be scheduled to meet both the needs of the employee and the school. Only the Director is authorized to approve Compensatory Time Off for non-exempt employees. Any and all compensation time must have written approval in advance from the School Director and submitted with payroll.

Compensation concerning personal leave*

Except when a doctor's statement is provided due to illness, every employee is required to obtain written approval in advance from the school director before taking paid leave. School directors must obtain approval from their Executive Director. The written approval must be signed and submitted with the payroll.

Failure to obtain advanced approved written Leave will result in pay being “docked” and when applicable, non-payment of associated holiday pay.

Non-approved Leave is subject to pay being withheld for days absent and for any associated scheduled paid holiday.

*More information on the personal leave policy (not concerning compensation) can be found in the “Benefits” section.

Benefits

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

Medical/Dental Insurance

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

COBRA Continuation Coverage

On April 7, 1985, a Federal law was enacted requiring that certain employers sponsoring group health plans offer employees and their dependents the opportunity for a temporary extension of health coverage referred to as “continuation coverage.” The purpose of this notice is to make you and your dependents aware that you may be eligible to continue health care coverage at group rates in certain instances where coverage under your employer’s plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the law. Both you and your spouse should take the time to read this notice carefully.

As an employee covered by your employer-sponsored group health plan, you have the right to choose this continuation coverage under your plan if you lose your group health coverage because of a reduction in hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

As the spouse of an employee covered by the employer-sponsored group health plan, you have the right to choose continuation coverage under the plan if you lose your group health coverage for any of the following reasons:

- a. The death of your spouse.
- b. A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment.
- c. Divorce, legal separation from your spouse or your spouse becomes entitled to Medicare.

As a dependent child of an employee covered by the employee-sponsored group health plan, you have the right to continuation coverage if group health coverage under the plan is lost for any of the following reasons:

- a. The death of the employee.
- b. The termination of the employee's employment (for reasons other than gross misconduct) or reduction in hours of employment.
- c. Parent's divorce or legally separate.
- d. The employee becomes entitled to Medicare or you cease to be a "dependent child" under the plan.

As a retired employee of the surviving spouse of a deceased retired employee covered by the employer-sponsored group health plan, you and your covered dependents have the right to continuation coverage if group health coverage under the plan is lost because of your employer filing federal bankruptcy proceedings or there have been a substantial elimination of benefits within one year before or after the beginning of the bankruptcy proceedings.

As a spouse or a dependent child of a retired employee who dies while on continuation, you have the right to continue coverage for yourself and your covered dependents.

Under the law, the employee, retired employee, surviving spouse of a deceased retired employee or a family member has the responsibility to inform the employer or plan administrator within 60 days of a divorce, legal separation, or a child losing dependent status under the group health plan. The employer has the responsibility to notify the plan administrator of the death of the employee or retiree, termination of employment or reduction in hours, Medicare entitlement or their filing of federal bankruptcy proceedings.

Once the employer or plan administrator is notified that one of these events has happened, the employer or plan administrator will in turn notify you that you have the right to choose continuation coverage. Under the law, once notified you have 60 days to complete the election form electing or refusing continuation coverage.

If you do not choose continuation coverage, your group health insurance coverage will end. If you choose continuation coverage, the employer is required to give you coverage which, as of the time of coverage is

being provided, is identical to the coverage provided under the plan to similarly situated active employees and family members. The period of continuation coverage will begin on the date the group health coverage would otherwise have ended and will continue until the earliest of the following:

- a. 18 months is the case of loss coverage due to termination or reduction in hours, however, if you are disabled as determined by Social Security Administration, you may be entitled to an additional 11 months of coverage as long as you (1) notify the employer of the Social Security determination prior to the end of the original 18 months period; and (2) provide the employer with a copy of the Social Security determination of disability within 60 days of the Social Security Administration's decision.
- b. 36 months if coverage is lost due to the death of the employee, separation or divorce from the employee, loss of dependent status by a child, or the date the employee becomes entitled to Medicare.
- c. The date of death of the retired employee or the surviving spouse of a deceased retired employee who has lost coverage or has had a substantial elimination of coverage due to the employer filing federal bankruptcy proceedings. However, the dependent(s) of a retiree who dies while on continuation coverage are entitled to an additional 36 months of continuation coverage.

However, the law also provides that continuation coverage for anyone on COBRA may be cut short for any of the following reasons:

- a. The employer no longer provides group health coverage to any of its employees.
- b. The premium for your coverage is not paid.
- c. The person on continuation coverage becomes covered under another group health plan; unless the person has a pre-existing condition and the new group health plan contains a pre-existing limitation, in which case you may keep the continuation coverage.
- d. The person on continuation coverage becomes entitled to Medicare, except in bankruptcy situations or Medicare entitlement due to End State Renal Disease.

You do not have to show that you are insurable to choose continuation coverage. However, under the law you may have to pay all or part of the premium for your continuation coverage period, you must be allowed to enroll in a conversion health plan if conversion option is included in the plan.

If you have any questions about the law, please contact your employer or plan administrator. Also, if you have changed marital status or you or your spouse have changed addresses, please notify your employer or plan administrator.

Retirement Plans

You will also be informed of your opportunity to enroll in either a 401K Plan, a 403(B) Tax Sheltered Plan, or a state retirement system, depending on the plan approved by your school's Board of Directors/Governors.

Workers' Compensation

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

due to a job-related injury or illness, Workers' Compensation insurance pays your medical bills and provides a portion of your income until you can return to work.

All injuries or illnesses arising out of the scope of your employment must be reported to the director or designee immediately and to the carrier as noted on the employee bulletin board at each school. Prompt reporting is the key to prompt benefits. Benefits are automatic, but nothing can happen until your employer knows about the injury. Insure your right to benefits by reporting every injury, no matter how slight. Check the bulletin board at your school for specific information about reporting injury and steps for accessing medical care. There are specific medical providers that must be used in conjunction with specific documentation from you and your supervisor. Make it your responsibility to know the specific information about your school's workers compensation reporting procedures. Provider locations should be posted at each school site.

Employees returning to work after being absent due to a work-related injury must report to their supervisor prior to beginning work and must bring a doctor's clearance for returning to work.

Reinstatement of Leave

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

Paid Holidays

This school follows the same school year calendar as the sponsoring public school district or may adopt their separate schedule as approved by the school's Board of Directors/Governors. Employees in regularly established positions and in good standing are eligible for specified paid holidays (6 per year for 10 month employees). In order to be paid for the holiday, an employee must work (or be paid leave) their last scheduled shift prior to the paid holiday and the first scheduled shift following the holiday. Should the employee be unable to work either of these two days due to illness, proof of illness will be required for holiday pay qualification. Part Time and temporary employees are not eligible for paid holidays.

Leave

Personal Leave

This school does not differentiate types of earned (paid) Leave. All Leave must have prior approval of the school administrator.

Employees must obtain approval from the Director for the dates of proposed absences to assure adequate planning so that student services are not negatively affected. Emergency leave due to illness or serious family crisis should provide advanced "notice" as instructed by the school director. However, an absence for three or more consecutive days requires written documentation from a medical doctor. Failure to comply may result in disciplinary action and/or non-payment for days absent without approval of the director, or without a physician's statement. All accrued personal leave is cancelled when an employee is terminated or resigns from employment. No employee is eligible for payment of accrued Leave at any time.

Except when a doctor's statement is provided due to illness, every employee is required to obtain written approval in advance from the school director before taking paid Leave. School directors must obtain written approval from their Executive Director.

Failure to obtain advanced approved written Leave will result in pay being "docked" and when applicable, non-payment of associated holiday pay.

Non-approved Leave is subject to pay being withheld for days absent and for any associated scheduled paid holiday.

The director may approve Leave in advance for up to 10% of total staff for a specified workday.

Leave for any reason other than "Sick" will not be approved three (3) weeks prior to and including State Assessment testing.

Deliberate efforts to circumvent this policy will result in immediate disciplinary action up to and including termination of employment.

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

- a. *Ten-month employees* may earn a maximum of 80 hours of leave per year (one day per month of employment). The total maximum number of hours the employee is allowed to accrue (carried-forward) for 10 month staff is 120 hours.
- b. *Twelve-month employees* may earn a maximum of 96 hours per year (one day per month of employment). The maximum number of hours the employee is allowed to accrue (carried forward) for 12 month staff is 136 hours.

Twelve-Month Personnel Vacation Leave

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

Absence Without Leave

Any employee who is willfully absent from duty without Leave shall forfeit compensation for the time of absence and subject to suspension and/or termination. Three consecutive absences without Leave shall constitute abandonment of the position and result in immediate termination.

Jury Duty

Employees must notify their supervisor within forty-eight (48) hours of receipt of the jury summons. The employee will be paid for a maximum of five (5) days of service when required by state law and the individual is not paid for their service on the jury.

Absences for Religious Reasons

Employees may take unpaid leave for religious reasons when requested in writing within the first ten (10) days of the school year. The director must approve such leave in writing.

Family and Medical Leave Act

Eligible employees may be entitled to job-protected family or medical leave of absence under the Family and Medical Leave Act issued by the US Department of Labor. In general, a leave of absence is without pay with the exception of the use of accumulated/accrued leave:

- a. Employees are eligible if they have been actively employed for twelve (12) months and worked at least 1250 hours during those twelve months. This twelve-month period “rolls back” from the date of leave to the prior twelve-month period.
- b. Employees may request one (1) or more family care or medical leaves; however, the total amount of leave taken cannot exceed twelve (12) workweeks in any twelve (12) month period.
- c. A family leave shall be granted upon the birth or adoption of a child of the employee, or upon the serious health condition of the employee’s child, spouse, or parent.
- d. A medical leave shall be granted upon the employee’s own serious health condition.
- e. Written notice must be provided as soon as possible along with a written doctor’s certificate. At least thirty- (30) days advance notice must be given for a foreseeable medical treatment. The certification must include the date on which the health condition occurred, the probable duration of the condition, an estimate of the amount of time you need off work, and confirmation of the condition that warrants you to be away from work.
- f. For purposes of this policy, a child is defined as a natural, adopted, or foster child, a stepchild or a legal ward. If the child is over eighteen (18), he/she must be unable to care for him/herself due to a serious illness.
- g. For purposes of this policy, a parent is defined as the employee’s or his/her spouse’s natural, adoptive, or foster parent, stepparent, or legal guardian.
- h. A family care leave that relates to the birth or adoption of a child must be completed within twelve (12) months of birth or adoption.
- i. Upon completion of a leave granted under this section, the employee shall be reinstated to your original position, or an equivalent one.
- j. If the employee is no longer able to perform their original job, an attempt to transfer the employee to an alternate suitable position will be made.
- k. If the leave is related to the employee’s own serious health condition, the employee must use any accrued sick leave during the leave of absence.
- l. While on leave of absence under this policy, the employee will continue to receive group health insurance benefits under the same terms as provided to other employees, for up to a maximum of twelve (12) weeks during any one (1) year period. If leave extends beyond twelve (12) weeks, benefits will be offered under COBRA regulations or paid directly to the employer in advance of each month’s coverage.
- m. Other accumulated fringe benefits such as retirement, service credits, sick pay, and vacation pay shall be preserved at the level accrued at the commencement of the leave, but shall not accrue further during any such leave period.

Eligible employees must submit a written request for Family Medical Leave to the Management Center Human Resources Director and receive written approval prior to their first day of absence.

Military Leave of Absence

- a. *Active Duty*: Full time employees inducted into the U.S. Armed Forces will be eligible for re-employment after completing military service, provided:
 1. Orders are presented to the immediate supervisor as soon as received.
 2. Service is satisfactorily completed.
 3. The employee enters the military service directly.
 4. The employee applies for reappointment within ninety (90) days from discharge of active duty. If active duty is six months or less, application must be made within thirty (30) days of discharge.
- b. *Reserves or National Guard*: Employees who serve in U.S. military organization or state militia groups may take the necessary time off without pay to fulfill this obligation. The employee will retain all legal rights for continued employment. Notification of the immediate supervisor must be made as soon as the dates of service are known.

Other Employment

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

Insurance Premiums While on Leave Of Absence

The employee is responsible for full payment of insurance premium while the employee is on approved unpaid leave.

Termination & Resignation

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

This school expects that you will give at least two (2) weeks written notice in the event of your resignation. All accrued Leave is cancelled at the time of resignation or notice of termination.

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

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

Any and all school property issued to you such as operating manuals, books, computer equipment, keys, grade books and attendance cards must be returned to your administrator at the time of your termination. You will be responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from your paycheck, and you may be required to sign a wage deduction authorization form for this purpose. Your final payroll check will not be issued until all work products and/or school property have been accounted for and are acceptable as to accuracy and completeness.

Important Note Regarding Resignations During Summer Months

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

Your final check will be mailed to your home address on the next payroll date.

Health & Safety Standards

OSHA Standards for Blood Borne Pathogens

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

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

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

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

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

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

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

- Protective gloves are provided at each work site. All staff members should keep an unused supply of gloves in all work locations/areas for immediate access.
- Decontaminate any suspected work surface/area, tools, etc. with 1:10 bleach solution or other approved germicide.
- Wash hands often using an effective hand soap
- Carry antiseptic wipes or antiseptic cleanser when away from hand washing facilities.

- Wear other protective equipment if dealing with a body fluid spill (goggles, masks, gloves, or protective clothing which is appropriately discarded)
- Wash all body parts exposed to potentially infectious materials immediately after removing protective equipment.
- Sanitize and clean areas of potential exposure (i.e. clinic area, restrooms, drinking fountains, etc.)

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

Exposure and Follow-up

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

1. Wash wound with soap and water or flush mucous membranes with tap water.
2. Inform direct supervisor. Report the following:
 - a. How, when and where the incident occurred
 - b. Name of individual whose blood, body fluid you contacted
 - c. Name of any other persons present in area of exposure
3. Seek medical attention and a blood sample test by an approved physician.
4. The supervisor must immediately report the incident to Rader Group, Inc. and
 - a. initiate an incident report detailing the particulars of the event,
 - b. complete the workers' compensation Notice of Injury,
 - c. Evaluate the circumstances of the incident.
 - d. Exposure reports shall be maintained with strict confidentiality procedures to protect the privacy of the employee and shall not be included in their personnel record.
5. The supervisor/consulting physician will counsel the employee on appropriate techniques and how to avoid a recurrence as well as design follow-up treatment.

REPORT SUSPECTED CHILD ABUSE

1-800-962-2873

Any individual employed by a school is required by law to report suspected or known danger of abuse, neglect, abandonment of a non-emancipated, unmarried child under the age of 18. This responsibility cannot be delegated or assigned to another individual. Failure to report may result in imprisonment, fines and loss of professional licenses.

Abuse has been defined to include harm or threatened harm to a child's health or welfare and/or willful or negligent acts which result in neglect, malnutrition, sexual abuse, mental injury, or failure to provide sustenance, clothing, shelter or medical treatment.

Signs of Physical Abuse may be unexplained bruises, welts, cuts or other injuries, broken bones, burns, etc.

Signs of Sexual Abuse may be torn, stained or bloody underwear, trouble walking or sitting, pain or itching in genital area, a sexually transmitted disease, etc.

Signs of Neglect may include unattended medical needs, little or no supervision at home, poor hygiene, appears underweight, etc.

When dealing with the student, school personnel should:

- Be a good listener
- Be supportive
- Don't overreact
- Document and report without delay.

PHONE: 1-800-962-2873

FAX: 1-800-914-0004

TDD: 1-800-453-5145

Recommendations for a Cohesive and Productive Learning Environment

Eight skills every teacher should have:

1. The ability to teach "expectations"
 - Expectations taught in a variety of situations
 - Expectations taught formally and informally (role-playing, modeling,
 - Expectations kept to a minimum of four
 - Expectations stated in an instructional manner
 - Expectations emphasized instead of prohibitive rules
 - Expectations that are respected by the teacher and school
2. Ability to get and keep student on-task
 - Teacher engages in "active" supervision
 - Students who are engaged in learning stay on-task longer
3. Ability To Maintain A High Rate of Positive Teacher to Student Interaction
 - Attend to the positive, 90% of all appropriate behavior is unrecognized; strengthen desirable behavior through reinforcing the positives
4. Ability to Respond Non-Coercively to Inappropriate Behavior
 - Be calm, use low voice, speak in an understanding and empathetic manner
5. Ability to maintain a high rate of risk-free student response opportunities
 - Prepare students to be safe from criticism and failure
6. Ability to serve students with behavior problems within the classroom

7. Ability to avoid being trapped
8. Ability to manage behavior scientifically
Use personalized system of instruction; practice direct instructional techniques; teach with precision.

Instructional Teams Are Effective When Teachers:

- a. Help each other be right...rather than wrong
- b. Look for ways to make new ideas work---rather than for reasons they won't
- c. Check it out—get the facts, rather than make negative assumptions
- d. Help each other win and take pride in each other's victories
- e. Speak positively about each other and about your organization at every opportunity
- f. Main a positive mental attitude no matter what the circumstances
- g. Act with initiative and courage as if it all depends on you
- h. Do everything with enthusiasm---it's contagious
- i. Believe in what you are doing...always persist
- j. Have fun!