

PERSONNEL POLICY

MANUAL

of

**The Elsie Whitlow Stokes Community Freedom
Public Charter School**

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INTRODUCTION

Welcome to the Elsie Whitlow Stokes Community Freedom Public Charter School (Stokes School). In order to familiarize you with our policies, we have prepared this manual describing our policies for your easy reference. The Board of Trustees intends these policies to be used to promote the best performance of and highest standards for all employees.

One purpose in putting policies and practices into writing, as this manual seeks to do, is to ensure that all employees have the same information about what is expected and required. It is also a useful way to inform new employees about organizational procedures. Employees are encouraged to use this manual to clarify policy.

Our personnel policies are designed to ensure the effective and efficient operation of the organization. We have attempted, wherever possible and within the constraint of our limited resources, to operationalize our concern for our employees and their families.

We realize that the strength and growth of Stokes School depends directly upon the contribution of each staff member and that high productivity and efficiency result from job satisfaction and happiness. With this in mind, we strive always to be frank, fair and honest with staff; to respect their rights as employees; and to achieve mutual respect in our working relationships.

The manual also serves the purpose of providing notices to employees, many of which are required by law. Stokes School posts notices on a bulletin board, located in a central location in the school office. The board prominently displays notices about equal employment opportunity, drug free workplace, job safety and health, workers compensation, unemployment, and other notices that help Stokes School to comply with Federal, State and Local laws. All employees are encouraged to review these notices. Moreover, staff meetings provide opportunities employees to hear and ask questions about policy.

This manual is a "living" document. With the exception of policies dictated by state or federal laws (incorporated by reference herein), our policies may be amended or deleted at any time. Whenever practical, the staff will receive written notification of such changes and will be allowed to comment on the proposed policies prior to their review by the Board of Trustees.

1. HUMAN RESOURCES PHILOSOPHY

1.1 Continuity of Policies: Right to Change or Discontinue

To preserve the ability to meet the organization's needs under changing conditions, Stokes School may modify, augment, delete, or revoke any and all policies, procedures, practices, and statements contained in this manual at any time without prior notice to employees. Management will attempt to notify staff and provide a comment period for proposed changes whenever practical. Changes in personnel policy shall be effective immediately upon approval by the Board of Trustees, unless otherwise stated.

1.2 Responsibility for Employment and Termination

Authority for employment and termination of an employee is vested in Stokes School's Board of Trustees. The Board of Trustees delegates sole authority to the Executive Director for the employment and termination of all other staff. The Board of Trustees is responsible for the hiring, evaluation, and termination of the Executive Director.

1.3 Responsibility for Personnel Administration

Authority for adoption of personnel policies is vested in Stokes School's Board of Trustees. The Board delegates authority for personnel administration matters to the Executive Director. No supervisor, manager or representative of Stokes School may enter into an agreement contradicting the provisions set forth in these policies. The Executive Director may grant exceptions to any provision of these policies subject to informing the Board of Trustees.

1.4 Equal Employment Opportunity & Affirmative Action Policies

The policy of Stokes School is to promote equal employment opportunity through affirmative action. The school ensures equal employment opportunity without regard to race, color, religion, gender, gender identity, national origin, age, sexual orientation, disability, or veteran status, including disabled veterans and veterans of the Vietnam era.

Stokes School is committed to equal opportunity and is an equal opportunity employer. No employee of Stokes School will discriminate against an applicant for employment or a fellow employee because of race, creed, color, religion, gender, gender identity, sexual orientation, national origin, ancestry, age, physical or mental disability, or veteran status. This policy applies to all employment practices and personnel actions.

Stokes School recognizes the continuing need to vigorously recruit employees from those groups who historically have suffered discrimination based on race, color, gender, gender identity, national origin, age, sexual orientation, or a chronic/catastrophic mental, physical, medical condition or physical disability. Stokes School has adopted an Affirmative Action policy which essentially means that Stokes School will aggressively seek out, hire, develop, and promote qualified members of protected groups (defined as racial

minorities, women, individuals with physical or mental disabilities, veterans with disabilities, veterans of the Vietnam era, and persons aged 40 and over).

1.5 Compliance with the Equal Employment Opportunity and Affirmative Action Policies

It is the intent and resolve of Stokes School to comply with the requirements and spirit of the law in the implementation of all facets of equal employment opportunity and affirmative action. In the recruitment, selection, training, utilization, promotion, termination, or any other personnel action, there will be no discrimination on the basis of race, creed, color, religious belief, gender, gender identity, sexual preference, age, national origin, ancestry, physical or mental handicap, or veteran status. Stokes School fully complies with all government requirements for setting up and carrying through affirmative action policies related to the protected classes mentioned above.

This personnel manual, made available to all employees, communicates Stokes School's equal employment opportunity policy throughout the organization. In addition, the following measures are in place to communicate our equal employment opportunity policy to our employees:

- 1) A copy of our equal opportunity policy will be made available to each new employee or applicant on the first day (s) he reports to work or upon request.
- 2) Stokes School's policy on equal opportunity is posted on the bulletin board.
- 3) The Executive Director is the designated person with responsibility for affirmative action reporting.

1.6 Sexual Harassment

Stokes School is committed to maintaining a work environment that is free from all types of discrimination, including sexual harassment, in accordance with provisions of all state and local statutes and Title VII of the Civil Rights Act of 1964 (42 United States Code, Section 2000e et.seq). Stokes School prohibits sexual harassment of an employee or student in any form by any employee, consultant, or member of the Board of Trustees.

It is the intent of Stokes School to provide a work environment free from verbal, physical, and visual (signs, posters or documents) forms of sexual harassment. All employees are asked to be sensitive to the individual rights of their co-workers.

We view sexual harassment as a form of misconduct that undermines the integrity of the employment relationship. No employee or student, either male or female, should be subjected to unsolicited and unwelcome verbal or physical sexual overtures or conduct. Sexual harassment, which is unlawful, does not refer to occasional compliments of a socially acceptable nature. Sexual harassment pertains to behavior that is not welcome; that is personally offensive; that debilitates morale and may create an intimidating, hostile or offensive working environment; and that, therefore, interferes with work effectiveness. Such behavior is specifically prohibited.

Sexual harassment may include, but is not limited to:

- Unwelcome sexual advances (either verbal or physical);
- Requests for favors;
- Graphic or degrading verbal comments about an employee's appearance;
- Display of sexually suggestive objects or pictures; and
- Other verbal or physical conduct of a sexual nature.

Sexual harassment may occur when:

- 1) An employee or student feels his or her dignity has been abused as a result of insulting or degrading sexual remarks or conduct;
- 2) An employee threatens, demands or suggests that a student's or another employee's school success or work status is contingent on his or her toleration of or acquiescence to sexual advances;
- 3) Submission to such conduct is either an explicit or implicit term or condition of employment (e.g. promotion, training); or
- 4) The conduct has the purpose or effect of substantially interfering with the employee's or student's Work performance, or creating an intimidating, hostile, or offensive work environment.

If an employee finds himself or herself experiencing sexual harassment, as described above, (s) he should take the following steps:

- 1) If possible and/or appropriate, the employee should immediately speak to the person creating the problem about his or her behavior. The employee should state firmly that the behavior is unacceptable.
- 2) If the request to curb the behavior is not heeded, or if the inappropriate situation should recur, the employee should file a complaint.
- 3) If the employee is uncomfortable confronting the alleged harasser, then a complaint should be made immediately.

Complaints of sexual harassment should be brought to the attention of the employee's supervisor. The supervisor will notify the Executive Director of the complaint immediately. If the alleged harasser is the employee's supervisor, or the employee does not feel comfortable discussing the matter with the employee's supervisor, the employee should place the complaint directly with the Executive Director. If the alleged harasser is the Executive Director or a member of the Board of Trustees, the employee should take the complaint directly to the Chair of the Board of Trustees.

After notification of a complaint, an impartial investigation will be initiated by the Executive Director (or by the Board of Trustees in cases where the alleged harasser is the Executive Director). The investigation will begin as soon as possible and no later than 48 hours from the date the complaint was filed. After the investigation

has been completed, the Executive Director or the Board of Trustees will make a determination regarding the resolution of the case within five (5) days of completion of the investigation. If warranted, disciplinary action will be taken up to and including involuntary termination.

This policy also prohibits retaliation against an employee who brings sexual harassment charges or who assists in investigating charges. An employee who brings a good faith sexual harassment complaint or assists in the investigation of such a complaint will not be adversely affected in terms and conditions of employment nor discriminated against or discharged because of the complaint.

If, while in the performance of work, the employee believes that he or she is being harassed by someone who is a non-employee, (s) he should immediately inform his or her supervisor of the situation. While Stokes School has limited control over the behavior of non-employees, its management will attempt to remedy the situation.

Stokes School acknowledges that sexual harassment constitutes illegal and unacceptable behavior on the part of all employees. Consequences to the perpetrator may include termination of employment with the School.

1.7 Americans with Disabilities Act (ADA)

Stokes School is committed to the protection of qualified individuals from employment discrimination because of a disability, in accordance with the Americans with Disabilities Act of 1990. This commitment applies to all phases of the employment process, including: job application, hiring, advancement, discharge, compensation and training. An applicant or employee who satisfies the particular job requirements for educational background, employment experience, skills, licenses, and any other qualification standards that are job-related, and who is able to perform the tasks essential to the job, with or without reasonable accommodation, is protected.

An employee should bring complaints of discrimination to the attention of his or her supervisor. The supervisor will notify the Executive Director of the complaint immediately. If the person charged with discrimination is the employee's supervisor, the employee should take the complaint directly to the Executive Director. If the person charged with discrimination is the Executive Director or a member of the Board of Trustees, the employee should take the complaint directly to the Chair of the Board of Trustees.

After notification of a complaint, an impartial investigation will be initiated by the Executive Director (or by the Board of Trustees in cases where the person charged with discrimination is the Executive Director) as soon as possible and no later than 48 hours from the date the complaint was filed. After the investigation has been completed, a determination will be made by the Executive Director or the Board of Trustees regarding the resolution of the case within five (5) days of completion of the investigation. If warranted, disciplinary action will be taken up to and including involuntary termination.

This policy also prohibits retaliation against employees who bring discrimination charges or who assist in investigating charges. An employee who brings a good faith discrimination complaint or assists in the investigation of such a complaint will not be adversely affected in terms and conditions of employment, nor

discriminated against or discharged because of the complaint.

1.8 Drug and Alcohol Free Work Place

Maintaining a drug free work environment is an important goal of Stokes School. Violation of this policy may lead to disciplinary action up to, and including, termination of employment. Stokes School's commitment to maintaining a drug and alcohol free work place is strong. To that end, Stokes School has established a policy that forbids the possession, use, distribution, or sale of alcohol or illegal drugs in the work place. It is the goal of Stokes School in establishing this policy to:

- 1) Establish and maintain a safe, healthy working environment for all employees;
- 2) Reduce absenteeism and tardiness and improve productivity; and
- 3) Reduce the risk of injury to other employees, the impaired employee, to third parties, such as colleagues or clients, or to property.

Further, federal regulations governing award of federal grants and/or moneys require recipient organizations to maintain a "drug free" work environment and to submit (and publish for all employees) signed certification regarding a "drug free" work environment. This certification affirms Stokes School's "zero tolerance" for employee possession or use of controlled substances.

An employee who begins work while impaired by drugs and/or alcohol by such substances or who becomes impaired by such substances while at work is guilty of a major violation of federal regulations and is subject to severe disciplinary action. Severe disciplinary action can include suspension, dismissal, or any other penalty appropriate under the circumstances. Likewise, the use, possession, transfer, or sale of any substance in Stokes School's building or other work site, such as a field trip or a conference, is prohibited; and violations are subject to severe disciplinary action.

An employee who is taking prescription drugs that might affect his or her ability to perform or his or her safety is responsible for reporting this fact to his or her supervisor. The purpose of such reporting is for the protection of the employee; i.e. for safety purposes in case of an adverse reaction to the drug while at work, and to prevent false accusations of illegal substance use. Such information will be held in confidence.

As a step toward providing its employees a safe, healthy and drug-free work environment, in compliance with State and Federal laws, Stokes School reserves the right to perform pre-employment, random and for-cause drug testing on employees.

1.9 Smoke-free Workplace

In order to protect staff and others from the effects of primary and passive smoke, smoking is prohibited inside all school property. It is important for Stokes School employees' to set a positive example for students; therefore, smoking is also prohibited during work hours in all areas, both on and off school premises, where

students are present.

1.10 Nepotism

Open and objective working relationships are important to the successful performance of our work here. Hence due to the compromising nature of such relationships, there should not be direct management relationships between two or more employees of the same family or between employees in a personal relationship. For example, if a relative of a current employee is hired, (s)he will be advised that promotional opportunities may be limited when such a promotion creates a direct reporting relationship. Should a supervisor-supervisee relationship arise between relatives of between individuals involved in a personal relationship, one of the employees may be required to take a different position or leave the organization. At the board of trustee's discretion, it may authorize an exception to this policy.

1.11 Conflict of Interest

No employee of Stokes School shall maintain an outside business or financial interest, or engage in any outside business or financial activity, which conflicts with the interests of Stokes School, or which interferes with his or her ability to fully perform job responsibilities.

For example, if an employee's job responsibilities include purchasing, or an employee is in a position to influence such purchases, (s) he should have no direct or indirect proprietary or financial interest in any business that furnishes products, materials, or services to Stokes School, or in any related transactions.

A Stokes School employee should not benefit directly or indirectly from a third party who furnishes products, materials, or services to the organization. Violation of this policy may result in dismissal.

1.12 Outside Employment

An employee who engages in secondary employment must do so on his or her own time, outside of Stokes School office hours. Such employment must not affect the employee's performance or conflict with the interests of the organization. Stokes School offices, files, telephones, supplies, equipment or clerical services shall not be used in connection with an employee's secondary employment.

1.13 Employee Privacy and Personnel Records

Stokes School recognizes its employee's rights to privacy. In achieving this goal, Stokes School adopts these basic principles:

- 1) Collection of an employee's information will be limited to that needed for business and legal purposes.

- 2) Confidentiality of an employee's personal information in Stokes School records will be protected to the greatest extent possible.
- 3) All in-house employees involved in record keeping will be required to adhere to these policies and practices. Violations of this policy will result in disciplinary action.
- 4) **Internal** access to an employee's records will be limited to those employees having an authorized, business-related "need to know." Performance reviews conducted by an employee's current supervisor will be made available to a potential new supervisor if the employee applies for another employment opportunity within Stokes School.
- 5) Stokes School will refuse to release personal information to outside sources without an employee's written approval, unless legally required to do so.
- 6) An employee is permitted to see his or her personal information maintained in Stokes School records. (S) he may correct inaccurate factual information or submit written comments in disagreement with any material contained in his or her records.
- 7) Stokes School will verify the following information requested as part of legitimate credit checks authorized by the employee: date of employment; position held; annual gross salary; and social security number.

II. EMPLOYMENT POLICIES

2.1 Employment Classifications

Full-time, Part-time, and Temporary

There are three classifications of employees with respect to applicability of these policies. An employee is classified as regular full-time, regular part-time, and temporary according to the following definitions.

1) Regular *Full-time*:

An employee who works a standard work week of 40 hours or more on a regularly scheduled basis with full-time responsibility and is entitled to full benefits.

2) Regular *Part-time*:

An employee who works less than a standard work week of **40** hours on a regularly scheduled basis and is entitled to benefits on a pro-rated basis.

3) Temporary:

An employee who is hired for a period not exceeding three months and is not entitled to regular benefits.

A temporary employee may be full-time or part-time. In addition to the use of this classification for secretarial or clerical positions, it applies to students working part-time and those who work during the summer.

Exempt and Non-Exempt Employees

An employee is classified as exempt and nonexempt according to the following definitions:

1) *Exempt:*

Positions of a managerial, administrative, or professional nature, as prescribed by federal and state labor statutes, which are exempt from mandatory overtime payments.

2) Nonexempt

Positions of a clerical, technical, or service nature, as defined by statute, which are covered by provisions for overtime payments under the Fair Labor Standards Act and are entitled to overtime pay at the rate of one-and-a-half times their regular rate of pay for all hours worked in excess of 40 hours per week. A nonexempt employee must maintain an accurate record of actual hours worked and must obtain the prior approval of their supervisor for any work in excess of 40 hours per week.

Administrative and Instructional

1) *Administrative*

An employee whose primary responsibility is managerial, clerical, custodial, and who works 12 months a year.

2) *Instructional*

An employee whose primary responsibility is student instruction and who works from August to June.

2.2 Employee Selection and Hiring Process

1) Selection:

Selection of a candidate for a position will follow Stokes School Equal Employment Opportunity and Affirmative Action policies. The Executive Director must authorize an advertisement for a position.

Job-related duties and qualifications, as presented on the approved job description, provide the basis for initial screening and ultimate selection of applicants. All employees are required to complete a criminal background check and to successfully pass a tuberculosis screening prior to hiring.

2) *New Hires:*

When feasible, a new employee will participate in an orientation meeting within two weeks of his or her hire date. The orientation is designed to acquaint the new employee with Stokes School's practices and policies. The Executive Director will be responsible for overseeing the orientation process to insure the new employee receives an orientation by the appropriate staff with regard to office procedures, account procedures, program overviews, and technology information. On the first day of employment, the Executive Director is responsible for assuring the employee completes all check-in procedures, including completion of the certification of work eligibility, and acknowledgment of receipt of this manual, explaining benefits and instituting enrollment procedures. In addition, the employee's supervisor will ensure that the new employee receives an introduction within Stokes School and is provided with in-depth information regarding his or her specific roles and responsibilities.

2.3 At-Will Employment

Stokes School employs all of its personnel in an "at will" capacity. This means that either the employee or Stokes School has the right to terminate the employment relationship at any time. Neither party has the obligation to base that decision on any reason other than the intent not to continue the employment relationship. Although there are several policies in this manual relating to separation from Stokes School, they in no way affect, supersede, or replace the organization's policy of "at will" employment. Stokes School will seek fairness and equity in dealing with employees, but all employees should bear in mind that the organization reserves the right to apply the "at will" policy at its sole discretion.

2.4 Job Descriptions

Job descriptions provide a summary of the most important features of a position and the general nature of the work involved. The purpose of a job description at Stokes School is to define a position's duties and set requirements for filling the position. Job descriptions are provided to help an employee understand job expectations and reporting relationships. As an employee fills a position, (s)he will receive a position description detailing the features of the job and establishing the employee's job objectives. Job descriptions are not to be viewed as setting limits on an employee's contribution to the organization.

Management shall review all position descriptions annually to ensure equity and consistency within and across categories of work. Descriptions are reviewed and updated if necessary at the time of the performance appraisal and vacancies to ensure that they accurately reflect current job requirements. An employee whose duties have changed or whose understanding about the position description has changed, should consult with supervisors, and should draft a revised position description for approval.

2.5 Letter of Appointment

When an employee is hired, (s)he will receive a letter which confirms the appointment, establishes a starting date and provides information regarding his or her employment including, benefits and salary; the position's exempt or non-exempt status; the rights of the organization to any materials developed during the period of employment; and certain other conditions of employment including background check and tuberculosis screening. In addition, the employee will receive a copy of the applicable job description. A copy of the letter will be placed in the employee's personnel file. The appointment letter should not be interpreted as a contract of employment.

2.6 Eligibility Verification

The Immigration Reform and Control Act of 1986 requires all employers to verify the eligibility of all new employees to work in the United States. Form I-9 is completed for a new employee prior to the date of hiring or within three (3) business days of hiring. Form I-9 must also be completed for an active employee hired after November 6, 1986.

2.7 Provisional Period

All full-time and part-time employees are hired on a provisional basis for a period of six months, at the end of which time a decision is made regarding an employee's continued employment at Stokes School. This period may be extended for an additional three months at the discretion of the employee's supervisor. If the provisional period is extended, the employee's supervisor must make a statement in writing regarding the rationale for the extension. The employee is then asked to review and sign this statement, and a copy is placed in his or her personnel file. A temporary employee hired subsequently on a full-time basis is subject to a six-month period of provisional employment beginning on the date which marks his or her change in status.

2.8 Work Hours

Stokes School operates on the basis of a 40-hour workweek. Required hours of operation for instructional staff are generally from 8:00 a.m. to 4:00 p.m. except on professional development days when the workday extends to 5:00 p.m. Instructional staff members are expected to eat lunch with students.

2.9 Performance Appraisal

Performance appraisals are viewed by Stokes School as an opportunity for the employee and the employee's supervisor to exchange views; update his or her job description; establish goals and objectives; and identify the employee's needs and assess his or her performance. Although performance appraisals are the supervisor's responsibility, the appraisal is completed jointly.

New employees will have a performance appraisal at the end of the first 90 days of employment.

Subsequently, performance reviews will be held each school year with the employee's supervisor, or as often as is warranted by the job situation and the employee's performance. The performance review will be completed in writing after the completion of an interview between the employee and his or her supervisor/manager. The employee is encouraged to share in the review process by adding written comments to the evaluation.

The employee is also encouraged to do the following:

- 1) Inquire about his or her performance from time to time
- 2) Accept additional responsibilities and show initiative
- 3) Review opportunities for advancement within the department or job classification
- 4) Ask for assistance in developing a goal-oriented path for advancement within Stokes School
- 5) Learn about training available to assist the employee in skills improvement, promotion, or lateral transfer

2.10 Standards of Conduct

Generally, expectations of the employee are set forth in the position description and relate directly to job tasks, skills, and qualifications. An additional consideration in employment is the ability of an employee to follow "standards of conduct" that are in the interest of the organization; that is, to work in harmony with the Board of Trustees, his or her supervisors, and his or her colleagues; and to act in a professional manner.

Violations of "standards of conduct" are divided into the categories of minor violations and major violations. The categories are described below with examples to further illustrate the types of behaviors that are considered violations.

1) Minor *Violations*:

Less serious violations that have some effect on the continuity, efficiency of work, safety, and harmony within the organization. A minor violation that is not corrected promptly may become a major violation. Minor violations typically lead to corrective counseling and may involve additional disciplinary measures. Some examples of minor violations are as follows:

- Excessive tardiness
- Defacing property
- Interfering with another employee's job performance
- Failure to observe working hours
- Performing unauthorized personal work on Stokes School time
- Failure to notify the supervisor/manager of intended absence
- Insubordination

2) Major *Violations*:

More serious violations that include any deliberate or willful infraction of rules. Major violations will result in disciplinary measures, up to and including dismissal. Some examples of major violations are as follows:

- Unsatisfactory job performance
- Intentional and willful failure to carry out any lawful assignment given by a supervisor
- Fighting on Stokes School premises; or using abusive or threatening Language
- Repeated occurrences of related or unrelated minor violations depending upon the severity of the violation and the circumstances
- Any act which might endanger the safety or lives of others
- Bringing firearms or weapons onto the office premises
- Deliberately stealing, destroying, abusing, or mismanaging property, tools, or equipment or the property of the organization, of another employee, or visitor
- Disclosure of confidential information to unauthorized persons
- Willfully disregarding policies or procedures
- Willfully falsifying any records
- Failing to report to work without excuse or approval of management for three consecutive days
- Violation of Stokes School's Drug Free Workplace Policies
- Excessive absenteeism

2.11 Policy regarding Reporting of Violations

It is the policy of Stokes School to encourage employees to be open, without fear of retribution, in reporting illegal and inappropriate conduct. If an employee reports such behavior to his or her supervisor and action is not taken, it is appropriate to express concern to the individual responsible for his or her supervisor. The appropriate chain of command is depicted in the staff organization chart dated June, 2002 in Appendix E, as updated from time to time.

2.12 Absence

An employee has the following obligations and responsibilities concerning absence, regardless of full-time, part-time or temporary status.

1) *Advance Notice*:

When any absence from work is known in advance, the employee must notify his or her supervisor as far in advance as possible.

2) *Notice of Unexpected Absence*:

When advance notice has not been given and the employee finds that (s)he is unable to report for work, (s)he must notify the office promptly. In addition, the employee's supervisor may also require that s(he) be notified. Instructional staff must notify the Director of Teaching and Learning of unexpected absence prior to 7:00 a.m. on the date of absence.

3) Limits on Absence:

Unless an absence has been authorized in advance or is unavoidable, the employee is expected to report to work.

4) Reporting:

All absences, including vacation, personal leave, and sick time, must be reported on the time sheets provided by the Business Manager.

2.13 Disciplinary Action

Stokes School strives to make all employees aware of any performance-related problems. If an employee's work habits, behavior, attendance, and/or productivity do not meet the requirements of his or her position, the employee's supervisor will point out the deficiencies at the earliest possible opportunity. Counseling and warning the employee in sufficient time for improvement will ordinarily precede formal disciplinary action, although Stokes School may take immediate disciplinary action when warranted. This policy does not require that an employee be disciplined. Performance related issues that are corrected with a warning may be so noted in the employee's record, at the discretion of his or her supervisor. Under no circumstances, is this policy to be construed as an implied or express contractual commitment to provide progressive discipline to employees.

2.14 Probation

If an employee's job performance is deemed unsatisfactory, Stokes School may in its sole discretion place the employee on probation. At that time, probationary terms will be set and will include performance goals and objectives; a time period for improving performance; and a provision to monitor the employee's performance. These terms will be stated in writing, and the employee will be asked to sign a copy in order to signify awareness of his or her probationary status and an understanding that unsatisfactory performance under the terms of probation could result in other action, up to and including termination. This signed copy will be placed in the employee's personnel file permanently. An employee under probation is not eligible for salary increases either concurrently or retroactively. Under no circumstances, is this policy to be construed as an implied or express contractual commitment to provide progressive discipline to employees.

2.15 Termination

Termination of employment may occur as a result of an employee's voluntary resignation (including retirement) or as a result of involuntary termination, either with or without cause.

Termination is to be treated in a professional manner by all concerned. The supervisor and Executive Director or designee must assure a professional process through consistent and evenhanded termination procedures. This policy and its administration will be implemented in accordance with the organization's equal employment opportunity statement.

A terminating employee is entitled to receive all earned pay, including vacation pay. All net wages for services rendered before the date of termination will be paid to the employee. Net wages shall be defined as:

1) All accrued wages AND unused vacation time, as of the date of separation;

MINUS

2) Withholding taxes, deductions for benefits, any outstanding debts to Stokes School, the value of any unreturned property belonging to the organization, the value of any borrowed and unearned vacation and sick days, and any other financial obligation that may be owed to Stokes School.

When an employee terminates employment, payment of accrued wages will be made on the next regular payday following the date of separation. All accrued vacation will be paid on the next pay cycle. Unused accrued sick time is not payable upon termination. If an employee terminates employment during the calendar year and has used sick leave at a rate in excess of the amount accrued, as of his or her termination date, (s)he is liable for the value of salary, taxes, and benefits paid for the unearned sick days and for any reasonable collection, court and attorney fees incurred by the organization in the collection of such unearned time.

Publications, papers, and other materials accumulated by the employee under the auspices of the organization belong to Stokes School. Only if agreement is reached with management that materials desired by the employee are not needed by Stokes School, may they be removed from the organization's premises.

2.16 Voluntary Resignation

An employee desiring to terminate employment, regardless of employee classification, is expected to give as much advance notice as possible. A minimum of two weeks or 10 working days is considered to be sufficient notice time for non-exempt staff. While not obligated to do so, management and administrative staff are expected to provide, when possible, four weeks notice, to facilitate an orderly transfer of responsibilities.

The Executive Director or designee, may require the employee to leave Stokes School immediately rather than work during the notice period.

When immediate voluntary termination occurs for the above reasons, the employee may receive pay "in lieu of notice," the maximum being four weeks. If the employee starts to work for another organization within the four-week period that Stokes School is paying their salary, the employee is required to inform Stokes School and notice pay will be discontinued.

2.17 Involuntary Termination With Cause

Employment may be terminated by Stokes School at any time for cause, without providing advance notice and/or severance pay. Examples of cause for termination include, but are not limited to, malfeasance, breach of confidentiality, supplying false information, insubordination, use or possession of alcohol or drugs while on the job, sexual harassment, chronic unexcused absence or lateness, unsatisfactory job performance, theft of organization property, conflict of interest, or any other activities showing willful disregard of Stokes School interests or policies. The employee will be terminated as soon as the supervisor and Executive Director or designee have concurred with the action.

2.18 Involuntary Termination Without Cause

Termination may result from a change in the organization's financial or programmatic operating circumstances. If one or more positions are eliminated, employees will be identified for involuntary termination without cause after evaluation of the following factors:

- 1) Stokes School work requirements
- 2) Employee's abilities, experience, and skill
- 3) Employee's potential for reassignment within the organization
- 4) Employee's length of service to the organization

In most circumstances, the immediate supervisor will personally notify an employee of the termination. The supervisor will explain the termination procedure to the employee and will define Stokes School's role, if any, in assisting the employee. The employee and the Executive Director, or designee, after consultation with the employee's supervisor, will follow one of the following procedures:

- 1) Unless Stokes School has established a position for a specific limited period of time, in which case it will be so stated in the letter of appointment, employees will receive at least two weeks advance notice of termination date.
- 2) The employee will be terminated immediately after this two-week period. If severance pay is granted, the payment will be based on a standard workweek at the employee's straight time rate or salary.

2.19 Separation Procedures

The Executive Director, or designee, initiates and coordinates a termination process. Outstanding advances charged to the terminating employee will be deducted from the final paycheck by the Business Manager. On the final day of employment, the Executive Director should receive all keys, and any Stokes School property from the employee.

When possible, an exit interview will be conducted with the employee by the Executive Director or designee.

Health/dental and disability/life insurance will cease on the last day of the month of employment at Stokes School; however, an employee may continue their health/dental insurance coverage under the COBRA provisions of federal law. Employees are responsible for any premiums due under COBRA.

Subject to applicable law, any outstanding moneys due to Stokes School, which include the dollar values of Stokes School equipment that is not returned by the employee, travel advances, and other items of value to the organization, may be recovered from any payments made upon separation from Stokes School due to termination, resignation, or layoff. If the amount of the final paycheck is insufficient to cover the value of the paid leave the employee will be liable to Stokes School for any reasonable collection court and attorney fees incurred by the organization in recovering the payment of said paid leave. No more than Twenty (20) days of vacation leave will be paid upon separation of employment.

III. SALARY ADMINISTRATION

3.1 Salary Payment Schedule and Pay Advances

Stokes School employees are paid once each month, 12 times annually.

Time sheets are to be submitted to the Business Manager by close of business on payday. Paydays occur on the last day of the month. If the last day of the month is a Saturday or Sunday, payday will be on the previous Friday.

Paychecks will be accompanied by a summary of payroll deductions authorized by the employee and a statement of gross and net income. The employee is responsible for verification of pay, deductions and leave.

All arrangements for mailing or depositing an employee's paycheck must be made in advance and in writing with the Business Manager. Advances in pay are not permitted except under serious extenuating circumstances and must be approved by the Executive Director. If such request is needed, it will be considered only if submitted in writing to the Executive Director and in sufficient time to be handled through the regular payroll process and will be distributed with the customary payment schedule.

3.2 Direct Payroll Service

At no cost to the employee, Stokes School will arrange for paychecks to be directly deposited to the employee's bank account. Arrangements are to be made with the Business Manager.

3.3 Salaries and Wages

Funds for salaries and wages are authorized by the Board of Trustees in the annual fiscal year budget. The Executive Director determines wages and salaries based on a variety of factors, including the school's projected revenues and expenses and the quality of the employee's job performance. Individual employees are strongly discouraged from discussing their salaries with other employees. Questions regarding salaries and wages should be directed to the employee's supervisor.

Salary adjustments are based on a number of factors, including but not limited to, the employee's performance and the organization's financial operating circumstances. Merit increases may be warranted by promotion, educational attainment, increased responsibility, workload, or productivity, or other performance indicators.

3.4 Promotion

Promotional salary adjustments may be granted upon the assumption of positions involving *increased* duties and responsibilities.

3.5 Payroll Deductions

The following mandatory deductions will be made from every employee's gross wages:

- 1) Federal income tax
- 2) Social Security tax (FICA)
- 3) Income taxes of jurisdiction of residence (District of Columbia, Maryland, Virginia, or other)

Every employee must fill out and sign a federal withholding allowance certificate (IRS Form W-4) on or before his or her first day on the job. This form must be completed in accordance with federal regulations. The employee may fill out a new W-4 at anytime when his or her circumstances change. An employee who has paid no federal income tax for the preceding year and who expects to pay no income tax for the current year may fill out an Exemption Form Withholding Certificate (IRS Form W-4E). An employee is expected to comply with the instructions on the W-4. Questions regarding the propriety of claimed deductions may be referred to the IRS in certain circumstances.

Optional deductions include the portion of health insurance benefits not paid by Stokes School, which is deducted from each payroll check. Other voluntary contributions (e.g. employee's contributions to the retirement annuity plan) also are deducted each pay period.

Every employee will receive an annual Wage and Tax Statement (IRS Form W-2) for the preceding year on or before January 31. An employee, who believes that his or her deductions are incorrect for any pay period or on the W-2, should check with the Executive Director immediately. It is the employee's responsibility to review his or her paystubs and report discrepancies to the Executive Director.

3.6 Overtime Compensation

Employees covered by the Fair Labor Standards Act (FLSA) are referred to as non-exempt, and those not subject to the Act's overtime provisions are referred to as exempt employees meaning that they are exempt from the Act's protection. The exemption status as set forth by FLSA is dependent on job duties, responsibilities, educational requirements, and salary received by the employee.

Under the Fair Labor Standards Act, overtime is defined as time worked by a non-exempt, hourly paid employee over 40 hours in a work week of seven consecutive days (168 hours). Non-exempt, hourly paid employees will be paid at the appropriate overtime rate for all hours worked in excess of 40 hours during a work week.

These overtime provisions do not apply to exempt (monthly paid) employees.

No employee may work overtime without the prior approval of the appropriate supervisor and/or manager. It is important that supervisors and/or managers monitor overtime violations. If employees fail to adhere to the overtime guidelines, disciplinary action should be enforced to rectify the problem.

Overtime pay policy for employees includes the following principal elements:

Non-exempt employees will be paid straight time for all hours worked through forty (40) in one work week.

A non-exempt employee who has actually worked 40 hours or less in a work week but whose combined work and paid leave hours exceed 40 hours, shall receive overtime pay at the standard rate (1 hour multiplied by 1 standard rate).

Example: A non-exempt employee physically worked 36 hours in a work week that included one holiday of eight hours—or four hours over ($36+8=44$ Less $40=4$). The employee would be paid for the 4 hours at standard pay rate.

Non-exempt employees will be paid time-and-one-half for hours worked in excess of forty (40) in one work-week. Only hours actually worked will be used to calculate overtime pay. Paid time off for holidays, jury duty, vacation, sick leave or any leave of absence will not be considered "hours worked."

Example: A non-exempt employee physically worked 44 hours in a work week—or four hours over which would be at premium pay = 1.5 rate.

IV. EMPLOYEE BENEFITS

4.1 Non-Discrimination

The benefits described below are currently provided to the employee, without discrimination in favor of highly compensated employees. A permanent employee is eligible for all employee benefits. Stokes School reserves the right to amend, reduce or eliminate any discretionary benefit at any time.

4.2 Range of Benefits and Entitlements

Stokes School currently offers the employee the following statutory and discretionary benefits:

1) Statutory *Employee Benefits*:

- Withholding of federal, state and local income taxes at the scheduled rate requested by the employee
- Provision of FICA/Medicare, worker's compensation insurance, and unemployment insurance
- Overtime for the non-exempt employee

2) Discretionary *Benefits*:

- Vacation/annual leave, holidays, sick leave, personal leave and leave without pay
- Direct payroll service
- Medical/dental insurance and life/long term disability insurance
- Option to enroll in a group retirement/annuity plan
- Transportation Allowance
- Free Lunch

4.3 Insurance Coverage (Statutory and Discretionary)

Stokes School offers the benefits outlined below to a full-time employee, subject to the specific conditions of the individual plans. Some discretionary benefits may require a co-payment from the employee. A Part-time employee may be eligible for certain insurance benefits, subject to the specific conditions of the individual plans. A Part-time employee should discuss his or her eligibility with the Executive Director. For details of the plans employees are referred to the plan descriptions.

"Group Life, Short and Long-Term Disability and Long-Term Care Insurance (Discretionary

Group life and accidental death and dismemberment, short and long-term disability as well as long-term care insurance is available at no cost to employees. The term life insurance coverage included with this plan is equivalent to the amount of an employee's salary. Please see the Administrative Services Manager for more details on these plans.

Medical, Vision and Dental, (Discretionary):

Stokes School recognizes the needs of the employee for financial protection in the event of illness or injuries that result in medical expense and loss of income. Stokes School has selected a plan designed to meet the employee's needs for adequate, cost-effective medical, dental and vision insurance.

Stokes School currently offers insurance plans through Care First Blue Cross/ Blue Shield Care First. Summary plan descriptions or brochures that describe each plan are available from the Administrative Services Manager who will answer specific insurance questions and explain, during new employee orientation, or at any other time during the employee's term, such items as the cost, coverage, eligibility requirements and conversion privileges of each plan. The employee is provided with a copy of the Summary Plan Description for each plan selected.

Stokes School currently pays for the majority of medical, dental and vision insurance cost for the employee. Employees desiring medical, dental and vision insurance for family members must pay the family member's portion of the cost.

Specific information on health coverage is referred to in Section D of the Appendix to this manual.

4.4 Tax-Deferred Annuity: TIAA/CREF

All faculty and staff are encouraged to participate in the Stokes School retirement plan through TIAA/CREF. After a faculty or staff member has completed one full year of employment, the school will contribute to faculty and staff's retirement plan at the rate of:

3% for employees 1 year but less than 4 years of employment

5% for employees 4 years or more of employment

All faculty members and staff may make contributions to the TIAA/CREF tax-deferred annuity within the limits of the law.

On the one-year anniversary date, each employee will receive a Summary Plan Description detailing the school's Defined Contribution Retirement Plan.

4.5 Retirement Plan for Eligible Former District of Columbia Public Schools Employees

Upon election by an eligible employee to remain a participant in the District of Columbia Employees Retirement System, Charter Schools are required to make a contribution to the appropriate retirements system as would have been required to be made by the District of Columbia if the person had continued to be an employee of DCPS.

The term "Employee(s)" shall include:

- a) Former DCPS employees who become employees of a Charter School within (60) days after the date of termination of employment from the DCPS and who elect to remain a participant in the Retirement System at the commencement

- of their employment at the Charter schools, and
- b) An employee of a Charter School who has been granted an extended leave of absence without pay by the DCPS Superintendent for the purpose of accepting a position in a Charter School.

An employee of a Charter School who has received an approval leave of absence by the Superintendent pursuant to the School Reform Act shall receive creditable service, as defined in the DC Code sec 1-626.04, in accordance with the rules established under such section, for the period of the employee's employment at the Charter School.

All data, records and accounts for participation in the Teachers' Fund, used for valuation, plan adjustments and other benefits administration functions including:

1. Calculation of the amount, together with interest, of lump sum refunds of retirement deductions upon an employee's separation from service pursuant to D.C. Code sec. 3802021.01;
2. Computation of the annuity amount based upon years of creditable service and other factors described in sec. 4 of An Act for the retirement of the public school teachers of the District; and
3. Purchases of service described in DC Code sec. 38-2021.08 and associated adjustments, be maintained by the benefits administrator or plan sponsor in order to carry out all provisions of the Teachers Retirement System.

Based upon their continued participation in the Teacher's Retirement System, eligible employees shall be required to contribute a percentage of their salary in the manner prescribed by D. C. Code sec. 38-2021.01 (7% for Teachers hired by DCPS prior to November 16, 1996 and 8% for Teachers hired by DCPS after that date) to the Teachers' Fund by payroll deductions.

A Teacher is defined as described in the District Code sec. 38-2021.13.

4.6 Commuter Benefits

All full-time and part time employees are eligible to make pre-tax contributions to a commuter benefit. Through this benefit, an employee can assign up to \$130 per month to be credited to a SmartTrip card which can be used for bus and rail travel throughout the Washington, DC metropolitan area. Any employee who wishes to make these contributions should contact the Administrative Services Manager.

4.7 Vacation/Annual Leave

A full-time Administrative employee earns annual leave at a rate of ten (10) days per calendar year during the first year of employment and at a rate of fifteen (15) days per year beginning with the second year of employment. Accrual rates change on the employee's anniversary date. An Administrative part-time employee earns annual leave on a pro-rated basis based on the proportion of the workweek the employee works. Instructional staff (teachers, co-teachers, assistant teachers and instructional assistants) do not earn annual leave.

Annual leave is earned over the course of the calendar year. Accrued vacation hours are tracked by the Business Manager. Employees are informed of the total amount of annual leave available to them for the year at the beginning of the calendar year on their payroll stub. While the total amount available is

reflected on the payroll stub, it may not equate to the amount earned and actually available. Use of unearned leave must be approved by the Executive Director and the employee must sign a statement that will authorize Stokes School to recover leave through payroll deductions. If an employee terminates employment during the calendar year and has used annual leave at a rate in excess of the amount accrued as of the date of termination, the employee is liable for the value of salary, taxes, and benefits paid for the unearned vacation days and for any reasonable collection, court and attorney fees incurred by the organization in the collection of such unearned time.

An employee is encouraged to use his or her annual leave in the year it is earned. An employee may carry over no more than ten (10) days from one calendar year to the next. Accrued vacation days exceeding ten (10) days that are not used by the end of the calendar year will be forfeited unless special arrangements are made with the Executive Director who may permit an additional five (5) days to be carried over for good cause. No more than twenty (20) days of leave will be paid upon separation of employment.

Accrued vacation hours are tracked by the Business Manager. The employee is responsible for planning ahead for vacation and working out a complete schedule with his or her supervisor/manager. Normally, at least two weeks advance notice of vacation is expected and necessary to ensure scheduling of work. (S)he should use the request for leave form shown in Appendix B. An employee who desires to take more than three weeks of vacation at one time should give their supervisor/manager more than two weeks advance notice. The employee's supervisor/manager is responsible for coordinating vacation schedules so that the work of the organization is minimally affected by absence of an employee.

No vacation may be taken until after three months of employment unless authorized by an employee's supervisor.

Vacation/annual leave is not earned while an employee is on leave of absence. In the event that the office closes due to inclement weather, fires, or a national emergency during an employee's vacation, the day will still be counted as a vacation day. However, in the event that the office closes and the employee is not using a vacation day (s)he will be granted an excused absence, which will not be charged against accrued vacation or personal time.

4.8 Holidays

A full-time, instructional employee is entitled to the following paid holidays, as indicated below. Paid holidays are not granted to a *part-time* instructional employee. An employee, with the approval of his or her supervisor, may work on the holidays indicated below, in exchange for a religious observance.

All instructional and after school staff are entitled to the following holidays:

January 1	New Years Day
Third Monday in January	Martin Luther King, Jr.'s Birthday

Third Monday in February	President's Day
Varies by Year	Spring Vacation
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
Last Thursday & Friday in November	Thanksgiving Holiday
Varies by Year	Winter Holiday

All management/administrative employees get the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve and Christmas.

Holidays will be observed in accordance with the Federal "Monday Holiday Law." If a holiday falls on a day during an employee's vacation, that day will not be considered a vacation day and will therefore not be charged against his or her accrued vacation days.

4.9 Sick Leave

A full-time, administrative employee will earn sick leave at a rate of one (1) day per month. Instructional staff may earn a maximum of ten sick leave days per year. Sick leave accrual rates for an Instructional, part-time employee are pro-rated. Although sick leave is earned over the course of the calendar year, the full amount is given at the beginning of the calendar year. Sick leave is not earned while an employee is on a leave of absence. The maximum amount of sick leave that an employee may accrue is 120 hours. Unused sick leave will be forfeited upon termination. An employee will not be allowed to overdraw sick leave beyond one week without approval in writing from the Executive Director or designee.

If an employee terminates employment during the calendar year and has used sick leave at a rate in excess of the amount accrued, as of his or her termination date, (s)he is liable for the value of salary, taxes, and benefits paid for the unearned sick days and for any reasonable collection, court and attorney fees incurred by the organization in the collection of such unearned time. Unused sick leave may be carried over and used in future years.

1) *Length of Sick Leave Permitted:*

An employee who is absent due to illness for five (5) or more consecutive days is required to submit a statement from the attending physician to his or her supervisor.

2) *Use of Sick Leave Permitted:*

According to Stokes School's commitment to families, accumulated sick leave may be used for a limited period, not to exceed five (5) consecutive working days, to address the needs of a sick family member. In this circumstance, family member is defined as a spouse, life partner, child, parent, surrogate parent, sibling, grandparent, and grandchild. An employee may use up to ten (10) sick days in a one-year period to care for an ill family member. Any additional use of sick time to address the needs of an ill family member must be approved by the employee's supervisor. Employee's may also use sick leave for time away for work in the event of pregnancy or childbirth.

Time for routine doctor or dentist appointments may be charged to sick leave. Nevertheless, an employee is encouraged to arrange for such appointments to occur before arriving for work or after leaving work for the day, if possible. If time off routinely is required for such appointments, an arrangement should be made in advance with the employee's supervisor. If you do not wish to use your sick leave, a rearrangement of working hours may be negotiated with your supervisor.

3) *Chronic, Catastrophic, or Communicable Disease or Illness:*

In order for Stokes School to make reasonable work-related accommodations, the employee is encouraged to inform his or her supervisor of any chronic and/or catastrophic illness, or use of medication prescribed by a medical professional that may impair his or her job performance. An employee with any type of communicable disease is expected to take all precautions to prevent placing co-workers or others at risk. If an employee is unable to continue active employment as a result of a chronic and/or catastrophic illness,

benefits will be provided in accordance with Stokes School's sick time or workers' compensation policies.

An employee is expected to notify his or her supervisor or manager at the beginning of each workday during illness or injury. Exceptions to this include a serious accidental injury, hospitalization, and when it is known in advance that the employee will be absent for a certain period of time.

A Medical Release Statement (in which the physician indicates that return to work will not subject the employee to increased illness or injury) may be requested of the employee in appropriate circumstances. In such cases, it is to be submitted to the Executive Director or supervisor for review before the employee returns to work.

4.10 Personal Days

Full-time administrative and instructional employees are eligible for two (2) personal days, which may be used for religious observances, doctor appointments, family obligations or other personal commitments. Personal days are to be used at the employee's discretion with permission from his or her supervisor. Employees are required to give at least 24 hours notice, if possible.

Part-time administrative and instructional employees receive personal days on a pro-rated basis.

Personal days may not be carried over from one calendar year to the next nor may they be added to vacation time.

An employee will not be paid for unused personal days at the time of termination.

4.11 Leaves of Absence: *Military Leave*

Military leave is granted in accordance with the Universal Military Service Act of 1951 and any amendments. An employee who retains a service status in any one of the branches of the military service and who is required to report for military duty is granted leave. All such requests for leave must be duly certified. The employee should provide as much prior notification as possible. An employee called to military reserve training will suffer no loss of regular salary, and vacation days will continue to accrue. The employee will receive the difference between his or her regular salary and the amount received for military service.

Personal Leave:

An employee who has worked for the Stokes School for at least one year and who is in good standing may be granted a leave without pay for personal reasons for up to one year in accordance with local guidelines. Reinstatement shall be the same or, at the school's discretion, a similar position provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee remained on pay status during the leave period, the employee shall be afforded the same considerations afforded other employees who are laid off or terminated pursuant to the provisions of these personnel policies.

During a leave of absence an employee may continue insurance benefits through COBRA by paying the total monthly premium. Insurance coverage will continue throughout the one year leave period. To continue coverage, employees must complete the appropriate paperwork with the Administrative Services Manager within 30 days of their last day of work.

Leaves of absence may only be granted by the Executive Director, with the approval of the Board of Trustees. The Board of Trustees may grant leave to the Executive Director"

4.12 Jury Duty

Jury duty is regarded as a citizenship obligation. Stokes School complies with all state and federal requirements regarding the release of an employee for jury duty. An employee called for jury duty is granted a leave of absence for the duration of jury service. The employee is required to report for work on business days when released from jury duty temporarily or when sessions are postponed. Only the difference between an employee's regular salary and judicial compensation will be paid. The employee should provide as much prior notification as possible and must provide evidence of jury duty service and compensation.

4.13 Professional Development

An employee is encouraged to participate in work-related conferences, workshops, seminars, etc., designated for continuous upgrading of skills and competencies. The employee's supervisor, in consultation with the Executive Director, will use his or her discretion in covering related expenses and/or in granting paid time for attendance at a reasonable number of such activities.

V. MISCELLANEOUS POLICIES

5.1 Grievance Procedure

Stokes School, consistent with its commitment to a comprehensive and open personnel system, has established a grievance procedure designed to deal with employee, job-related grievances in a just and equitable manner. Although Stokes School anticipates that most grievances will be handled through this procedure, the school reserves the right to respond to any particular grievance in a different manner, as it may deem appropriate.

It is expected that an employee will have made every effort to resolve a conflict before initiating the formal grievance process. The employee is strongly encouraged to talk with the fellow staff member who may be the cause of the grievance. If these attempts at resolution are unsatisfactory the following formal procedure should be followed:

1) Grievance *Process Initiation*:

- The employee brings the grievance to the attention of his or her supervisor, through a written, or verbal complaint.
- The employee's supervisor discusses the issue with the employee and attempts resolution.
- If the results of this process are unsatisfactory to the employee, (s)he follows step (2).
- If the employee's grievance concerns or involves the supervisor, the employee should proceed immediately to step 2.

2) Grievance *Brought to Grievance Group*:

- The employee files a written grievance with the Executive Director. If the grievance involves the Executive Director, the employee should file a written grievance with the Board of Trustees.
- A 3-person grievance hearing board is established. The board is made up of two representatives, one each chosen by the two involved parties and one representative, chosen by the Executive Director, or Designee. If the grievance involves the Executive Director, the Chairman of the Board of Trustees will choose the third representative.
- The grievance group hears the case and identifies a resolution for the conflict
- If the results of this process are unsatisfactory to either party involved (s)he follows step (3).

3) Grievance *Appealed*:

- The employee files a written appeal with the Executive Director, or Designee within 5 days of the resolution made by the grievance board.
- The executive Director, or Designee reviews the case, as quickly as possible, and establishes a final decision.
- If the grievance involves the Executive Director, the appeal is filed with the Chairman of the Board of Trustees, the Chairman reviews the case and establishes a final decision.

5.2 Gratuities to Government Employees or Officials

Any form of business gift to federal, state, or municipal employees is strictly forbidden by Stokes School. Management is charged with the responsibility of informing all employees of this policy and maintaining adherence to it. Violation of this policy will be treated as a major violation and, depending on the circumstances, may be grounds for immediate termination or other appropriate action.

5.3 Gratuities to Client Representatives

This policy establishes the ethical conduct to be maintained by an employee in relationships with consumers of the organization's services. An employee may not receive, give, pay, promise, or offer to consumers of Stokes School's services anything of value for the purpose of securing or appearing to secure preferential personal treatment. This also includes any form of gratuity to an employee members of their families. Violation of this policy in any form will require immediate disciplinary action.

5.4 Political Activities Related to Stokes School Business

Stokes School employees who engage in political activities shall be fully in compliance with all federal regulations pertaining to lobbying activities provided by employees of tax exempt, 501(c)3, entities.

5.5 Use of Telephones, Facsimile, Copiers, and Postal Meters

A large percentage of Stokes School's business is transacted by telephone and fax. The telephone equipment of Stokes School is provided for the purpose of providing service to our clientele; therefore, the employee should try to limit personal calls, whether incoming to outgoing, to those that are made out of absolute necessity or emergency.

Stokes School recognizes that childcare arrangements and family emergencies may necessitate telephone use. When there is a regular need for telephone consultation with children, family members or caregivers, it is expected that the cumulative time will be made up to the organization during the same pay period.

No long distance personal calls are to be made on Stokes School phones unless there is reasonable justification.

The Stokes School copier, postage meter, and facsimile are intended for business use. The equipment may be used for personal reasons, provided it:

- 1) Does not interfere with Stokes School business;
- 2) Is done on personal time (during a break or before or after the workday) and is paid for by the employee.

The employee is on an honor system to list charges or contribute by cash or check to reimburse Stokes School.

Employees should consult with the Business Manager regarding reimbursement for equipment usage.

5.6 Media Policy

When communicating with the mass media (radio, television, and newspaper), it is imperative that we provide prompt and accurate information. Any misinformation can create confusion. Isolated quotes from individuals are usually incomplete or misleading and therefore **MUST BE AVOIDED**.

The Executive Director, and/or her designee, are the only persons authorized to communicate to the media on behalf of the Elsie Whitlow Stokes Community Freedom Public Charter School. All phone calls, email messages, or other forms of communication from media sources, must be directed to the Executive Director. Leaks to the media will not be tolerated.

5.7 Safety and the Security of Premises

The employee should be aware of all safety and security procedures and abide by them at all times. Only Stokes School management and administrative staff (including security and maintenance) are issued building and office keys to Stokes School premises. However, instructional staff may borrow building and office keys if they require access to the school during non-operational hours. No building or office key is to be loaned to a non-staff person nor should any non-staff individual be allowed within the premises without an Stokes School staff member present.

Other organizations whose work relates to the work or mission of Stokes School may use Stokes School space as long as Stokes School staff are present in the building at the time of the meeting.

5.8 Mandated Reporting

As mandated reporters, Stokes School employees are obligated by District of Columbia law to report known or suspected incidents of child abuse or neglect. Child abuse/neglect is defined as physical or mental injury, sexual abuse, negligent maltreatment or maltreatment of any child under age 18 by a person responsible for the child's welfare under circumstances that threaten or harm the child's health or safety.

If an Stokes School employee suspects that a student is experiencing or has experienced neglect or abuse, the employee should report the case to either the Director of Student Support Service or the School Psychologist who serve as Stokes School's designated Child and Family Services Agency liaisons. If neither liaison is available, employees should report cases to their direct supervisor who will in turn report to the CFSA liaisons."

5.9 Whistle Blower Policy

General

The Elsie Whitlow Stokes Community Freedom Public Charter School (School) requires trustees, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the School, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

Reporting Responsibility

It is the responsibility of all trustees, officers and employees to comply with and to report violations or suspected violations of acceptable School policies and procedures in accordance with this Whistleblower Policy.

No Retaliation

No director, officer or employee who in good faith reports a violation of policies or procedures shall suffer harassment, retaliation or adverse employment consequence. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the School prior to seeking resolution outside the School .

Reporting Violations

The Whistleblower Policy addresses the organization's open door policy and suggests that employees share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee's supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the Campus Director or any administrator whom you are comfortable in approaching. Administrators are required to report suspected violations of the Code of Conduct to the School's Compliance Officer, who has specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or uncomfortable with following the Organization's open door policy, individuals should contact the School's Compliance Officer directly.

Compliance Officer

The School's Compliance Officer is responsible for investigating and resolving all reported complaints and allegations concerning violations of the Code and, at her/his discretion, shall advise the Executive Director and/or the finance committee. The Compliance Officer has direct access to the finance committee of the Board of Trustees and is required to report to the finance committee at least annually on compliance activity. The School's Compliance Officer is the chair of the finance committee.

APPENDICES

A. EMPLOYMENT RELATED FORMS

1. Personnel Data Form
2. Employment eligibility verification form (Department of Justice, form I-9)

B. OTHER Stokes School FORMS

1. Request for leave form
2. Request for staff development form

C. STAFF AND BOARD ROSTER

1. Members of the Board of Trustees
2. Staff listing and job titles

D. LIST OF MATERIALS AVAILABLE FROM MAIN OFFICE

1. Insurance plans (Medical and Dental)
2. TIAA/CREF materials
3. W-2 , W-4 and I-9 forms

E. STAFF ORGANIZATION CHART