



**770 M Street, SE  
Washington, DC 20003**

**Employee Handbook  
2019.2020**

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Voluntary Termination  
Involuntary Termination

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## **EMPLOYEE HANDBOOK RECEIPT**

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## **LETTER FROM THE CEO**

Greetings Faculty/Staff,

On behalf of Richard Wright Public Charter School's Board of Trustees, I welcome each of you as a new member of our family. We believe that each employee contributes directly to the growth and success of Richard Wright PCS and its students.

This letter also greets you with real excitement about the upcoming school year which is filled with enormous possibilities. The Executive Leadership along with some very courageous staff members has done an exceptional job preparing for you and our students. We are certain that we have made the correct choices in selecting a solid faculty that is ready, committed and determined to serve children, parents and the community.

Again, we are very excited, enthusiastic and ready to fulfill the dream, promise and our duty to the serve the students and families of the Richard Wright Public Charter School for Journalism and Media Arts.

Sincerely,

*Marco Clark*

Dr. Marco Clark, Ed.D.  
Founder & Chief Executive Officer  
Richard Wright Public Charter School for Journalism and Media Arts

## **INTRODUCTION AND PURPOSE OF HANDBOOK**

We are glad that you have chosen Richard Wright Public Charter School for Journalism and Media Arts (Richard Wright PCS) as your employer. We would like to thank you in advance for the positive change you will make in the lives of children in Washington D.C.

As employees, you are entitled to a broad range of benefits provided by Richard Wright PCS. This Employee Handbook has been prepared to answer some of your questions, generally define the benefits to which you are entitled, and allow you to be more knowledgeable of personnel policies.

Please be aware that Richard Wright PCS may develop other guidelines to assist you, and those guidelines may not be specifically stated and/or included in this handbook

Richard Wright PCS policies and procedures in this handbook are not an at-will contract nor are they terms of an employment contract. Nothing in this handbook is intended to create or imply any contract rights. Please keep this handbook as a reference guide. If you need additional information after reading it, feel free to meet with the Chief Executive Officer/Head of School, the Chief Operating Officer or with the Human Resources Specialist.

The Board of Trustees and the Chief Executive Officer for the Richard Wright Public Charter School have all authority to change or modify the contents of the handbook at any time without prior notice to employees.

Once again, thank you for your efforts in educating the District of Columbia's most precious gem – its children.

Sincerely,

*Alisha Roberts-Charles*

Alisha Roberts-Charles  
Chief Operating Officer  
Richard Wright Public Charter School

**MISSION**

*The mission of Richard Wright Public Charter School for Journalism and Media Arts is to transform students in grades 8-12 into well-versed media contributors by providing a student-centered environment that connects them to the classics and modern languages and a curriculum focused on strong writing skills and vocabulary.*

## **PHILOSOPHY**

We believe in the following core values which are to be instilled by the administration and staff and demonstrated by students on a daily basis:

- Self-discipline
- Academic rigor
- Moral conviction
- Self-respect
- Positive energy

## **EQUAL EMPLOYMENT OPPORTUNITY**

The Richard Wright PCS is an equal opportunity employer. Under the laws enforced by Equal Employment Opportunity Commission (EEOC), RWPCS does not discriminate against someone (applicant or employee) because of that person's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information

## **WORKING AND COMPENSATION**

### **Employment on an At-Will Basis**

**All employees are employed on an at-will basis. This means that each employee's employment is terminable at the will of the employee or Richard Wright PCS at any time, with or without cause and with or without notice. Furthermore, nothing contained in the policies, procedures, handbooks, manuals, job descriptions, application for employment, or any other document of the School shall in any way create an express or implied contract of employment or an employment relationship on other than an at-will basis.**

### **Employment Verification**

As per *The National Child Protection Act of 1993, Pub. L. 103-209 -- Dec. 20, 1993, and the Amendment of the National Child Protection Act*, Richard Wright PCS all employees must submit to a background check.

All employees must prove authorization to work in the United States.

### **Pay Period and Payday**

Richard Wright PCS employees are paid every other Friday on a biweekly pay period basis. If a payday falls on a holiday, employees will receive their paycheck on the business day before. The pay period begins on Monday and ends on the following second Sunday.

All employees of Richard Wright PCS **must** enroll in direct deposit for receipt of salary payments.

## **Cash Advancements**

Richard Wright PCS will not advance salary payments to any staff members for any reason.

## **The Fair Labor Standards Act**

The Fair Labor Standards Act (FLSA) (the federal wage and hour law that includes provisions for minimum wage, overtime pay, and restrictions on child labor) established a need for employers to classify employees as either non-exempt or exempt. The following information explains how RWPCS manages non-exempt and exempt employees:

### *Exempt Employees*

Exempt employees do not track, earn or receive overtime compensation for extra hours worked. These employees are paid a salary for performing the whole job and not for actual hours worked. The CEO/Head of School may offer flexible working hours when exempt employees work an excessive number of hours.

### *Non-Exempt Employees*

Non-exempt employees are paid on an hourly basis and must receive overtime compensation or compensatory time off for hours worked in excess of 40 hours per work week. Every non-exempt employee is required to fill out a Bi-Weekly Time Sheet.

Non-exempt employees working 8 hour days may have two 15 minute paid breaks per day, one in the morning and one in the afternoon. Rest periods are not cumulative, and are forfeited if not taken.

## **Recording Hours Worked**

All hourly employees are required to sign a Bi-Weekly time sheet. On your time sheet, you must correctly record hours for each day worked. RWPCS will provide you with a time sheet for reporting your hours. Only you are authorized to record your own time. Completed time sheets are the responsibility of the employee. Failure to turn in time completed time-sheets by established deadlines may delay your paycheck.

All employees, both salaried and hourly, must sign in and out daily when entering and leaving the building each day. These daily records of hours worked will be used to verify hourly time-

sheets for hourly employees, and to make sure all employees are arriving and leaving at their scheduled times. Failure to sign in may result in discipline up to and including termination.

## **Maintaining Personnel Records**

Employees are responsible for providing current information regarding your address, telephone number, insurance beneficiaries, change in dependents, marital status, etc. Changes in exemptions for tax purposes will only be made upon the receipt of a completed W-4 form. Employee records are kept confidential. Employee personnel files are the property of the School, and do not belong to the employee. Upon request, the School will provide employees with copies of transcripts, performance evaluations and other performance-related documents received or submitted.

## **BENEFITS**

### **Group Health Care**

Group health care provided by Kaiser Permanente is available to all full-time employees working at least 30 hours per week. Both initial enrollment and all enrollment changes must occur within 30 days of hire, within 30 days of a Qualifying Event (marriage, birth of a child, loss of a dependent's job, etc.), or during the open enrollment period. Failure to enroll within these 30 days or open enrollment will cause the employ to have to wait until the next open enrollment period to begin or change coverage.

RWPCS will pay 100% of the base HMO Health Plan Premium. For any individual health plan coverage selected above the Base HMO Plan, employee must pay difference between plans. Individual Dental Plan Premium will be covered 100% by the employee. Vision Plan Premiums will be covered 100% by employee. Employees must pay for any chosen coverage for spouse or dependent(s) as elected.

As stated above, an employee cannot make any changes until open enrollment season, unless the employee's family status changes or you become eligible for a special enrollment because of a qualifying event. Qualifying events include marriage, divorce, death of a spouse or child, birth or adoption of a child or termination of employment of your spouse. A change in election due to a change in family status is effective the day of enrollment. An employee has a 30 day window after the qualifying event occurs to make the changes to his or her coverage. After that, an employee must wait until the next open enrollment period.

All insurance deductions for individuals and dependents are made through payroll deductions each payroll and are tax-sheltered. For plan and premium information, please see the Chief Operating Officer.

### **Life Insurance**

All employees working at least 17.5 hours a week are covered under Richard Wright PCS School's Life Insurance Plan. Eligible employees will receive a one times base annual earnings to a maximum of \$50,000 group term life insurance, which is paid for by Richard Wright Public Charter School. Employees should see the Human Resource Officer to assign a beneficiary for their life insurance.

### **Short and Long Term Disability**

All employees working at least 17.5 hours a week are covered under Richard Wright PCS School short- and long-term insurance coverage. Disability benefits provide participants with income protection in the event they are disabled while an employee of the school. Employees should notify the Human Resources immediately when available if the need to utilize their disability coverage occurs. See the Human Resource Officer for more information on your disability benefits.

### **Pension Plan**

Richard Wright PCS provides eligible employees with a 403(b) Qualified Retirement facilitated by the Mylestone Retirement Consultation, which is an excellent means of long-term savings for your retirement. The School's contribution, if any, is determined by the employer on an annual basis.

Under the current matching contributions schedule, Richard Wright PCS matches your base compensation based upon the amount of your pre-tax deferral up to certain limits. Currently, Richard Wright PCS provides an employee match of up to 3% of an employee's salary. Employees are eligible to receive the match on their date of hire.

Under the current matching contributions schedule, Richard Wright PCS matches your base compensation based upon the amount of your pre-tax deferral up to certain limits. Currently, Richard Wright PCS provides an employee match of up to 3% of an employee's salary. Employees are eligible to receive the match on their date of hire.

Employer matching contributions are subject to the following vesting schedule:

After 1 year, employees are 60% vested;  
After 2 years, employees are 70% vested;  
After 3 years, employees are 80% vested;  
After 4 years, employees are 90% vested;  
After 5 years, employees are 100% vested.

You may obtain a copy of the Summary Plan Description which contains the details of the plan including eligibility and benefit provisions from the Human Resource Officer. In the event of any conflict in the description of any plan, the official plan documents, which are available for your review, shall govern. If you have any questions regarding this plan, see the Human Resource Officer.

Employees who formerly worked for the District of Columbia Public Schools (DCPS) may be eligible to continue participating in the D.C. Teacher Retirement Fund. If you are a former DCPS employee and have not already informed Richard Wright PCS School of your previous employment with DCPS, please do so immediately.

## **COBRA**

146758608. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end for up to eighteen (18) months.

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COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

## LEAVE FROM WORK

### Personal, Vacation, and Sick Leave

#### *Teaching Staff*

All full-time teaching staff will automatically receive two personal days to use at their discretion but subject to the approval of the Chief of Staff. Sick leave will be accrued to equate to ten days maximum for the school year.

#### *Administration and Non-Teaching Staff*

All full-time year round non-teaching staff will receive four personal days and 80 hours of vacation. Sick leave will be accrued to equate to twelve days maximum for a calendar year. Your holiday calendar will be different from that of the students. The CEO/Head of School may elect to give abbreviated workdays while students are away for holidays, but in general you will be expected to take vacation days if you wish to miss scheduled workdays. All requests for leave must be approved by the CEO/Head of School.

#### *Accrual Personal/Sick Leave*

For Administration and Non-Teaching Staff, remaining vacation leave will roll over to sick leave each year. For all employees, sick leave can be accrued to a maximum of 128 hours.

Employees will **NOT** be paid for remaining accrued Personal/Sick Leave upon separation. Employees may not request leave on days prior to a paid holiday or the day after a paid holiday. Not reporting to work on the day before or after a paid holiday will result in loss of pay, dock of leave, and disciplinary action up to and including termination.

## **Bereavement Leave**

All employees needing to take time off because of the death of an immediate family member, they must notify their supervisor immediately. Paid or unpaid time off will be granted to allow employees to make any necessary arrangements and attend the funeral. Immediate family includes the employee's spouse/ domestic partner/ civil union partner, parent, child, sibling, the employee's child's spouse, parent in-law, brother and sister-in-law, grandparents and grandchildren, and other relatives residing in the employee's household.

## **Civil Leave**

District Columbia law requires employers to provide employees with leave to respond to a jury summons and serve on a jury. No provision of the law requires that the jury duty leave be paid. The law also prohibits an employer from terminating, disciplining, threatening, or otherwise coercing an employee because the employee receives or responds to a summons or serves on a jury.

All full- and part-time employees, excluding temporary employees, may perform their civil duty utilizing paid leave.

Non-Exempt employees may be provided time-off with pay up to one week with provided documentation.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

When called for jury duty, the employee must notify the Head of School and provide subsequent notification of jury duty related absences. At the conclusion of your Civil Service, the Jury Summons and other supporting documentation must be provided to Human Resources.

## **Voting Leave**

RWPCS believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide him or her four consecutive hours to vote while polls are open will be granted up to two paid hours off in order to vote. Any additional time off will be without pay. We reserve the right to select the hours you are excused to vote.

Notify your supervisor of the need for voting leave two to ten days before the election. When you return from voting leave, you must present a voter's receipt to your supervisor as soon as possible.

## **Parental Involvement in Schools Leave**

RWPCS extends to any employee who is a parent, guardian or person in loco parentis up to 24 hours of unpaid leave during a 12-month period to participate in a child's school-related events. "Parent" includes individuals who act as guardians regardless of legal title and aunts, uncles, grandparents, and their spouses. "School-related event" includes concerts, sporting events, meetings with teachers or counselors – as long as the child is directly participating. The employer can deny the leave if it would disrupt business and make production or service delivery unusually difficult. (D.C. Stat. § 32-1202, effective Aug. 1998). Employee may opt to use Personal/Vacation Leave to attend stated school events.

## **Military Leave**

Richard Wright PCS School will take all necessary steps to comply with all applicable laws including the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) to retain your right to reemployment with Richard Wright PCS upon your return from service.

A military leave of absence will be granted to employees who are absent from work because of service in the US uniformed services in accordance with USERRA. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Leave under USERRA is unpaid leave. The employee may, at his/her discretion, take available personal and vacation leave concurrently with USERRA leave.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of other applicable plans for which the employee is otherwise eligible. Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the unpaid leave and will resume upon the employee's return to active employment.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA.

## **Holidays**

Paid holidays are granted in accordance with the Office of the State Superintendent of District of Columbia Public Schools and the District of Columbia Public Charter School Board.

Richard Wright PCS will observe the following holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day (4<sup>th</sup> of July)

Labor Day  
Columbus Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Eve  
Christmas Day  
New Year's Eve

In the event that one of these holidays falls on a weekend, Richard Wright PCS will observe the holiday on the Friday preceding or Monday following the actual holiday, depending on the circumstances. The school calendar, issued each year, gives the dates on which the paid holidays shall be observed, as well as other paid non-working days. These are not paid holidays for Non-Exempt employees. Eligible employees receive a paid holiday only if the holiday falls on a day they are normally scheduled to work.

All employees must work their scheduled work day before and after the holiday in order to be paid for the holiday. This ensures a minimum of disruption for both students and other employees. Leave requests for such days will not be approved.

### **Religious Holidays**

Requests for leave for religious observances should be submitted at least two weeks prior to the proposed absence. Employee will be responsible to make accommodations for their time away from work. Planned absences for such requests may be taken as either paid vacation leave, if applicable; as time off without pay; or with equivalent time worked at a time and manner agreed upon by the employee and Head of School.

### **FMLA**

Any Employee that is absent from work for two consecutive days due to either personal or family reasons must complete the (FMLA) Federal Medical Leave Act documentation with the Human Resources department. It is Employee's responsibility to contact the HR representative to request this documentation. All employees who have been employed at least twelve months and who worked at least 1,000 hours during the twelve months prior to the leave request are eligible for an unpaid family and/or medical leave of absence under the DC Family and Medical Leave Act of 2010. The employee can request an unpaid leave of absence for up to sixteen (16) weeks of family leave and sixteen (16) weeks of medical leave in a 24-month period. The circumstances for this leave include the following:

- The birth of a son or daughter of the employee to care for such son or daughter, if completed within twelve months of the child's birth;
- The placement of a son or daughter with the employee for adoption or foster care if completed within twelve months of the placement;

- The care of a family member of the employee who has a serious health condition. The term “family member” is more expansive under the DC FMLA and includes a person to whom the employee is related to by blood, legal custody, or marriage; a child who lives with an employee and for whom the employee permanently assumes and discharges parental responsibility; or a person with whom the employee shares or has shared, within the last year, a mutual residence and with whom the employee maintains a committed relationship.

Employees ordinarily must provide 30 days advance notice when the leave is “foreseeable.” The School may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinion’s (at the School’s expense) and a fitness for duty report to return to work. Taking of leave may be delayed if the requirements are not met.

For the durations of FMLA, the School will maintain the employee’s health coverage under the group health plan, though the employee will be responsible for his or her portion of coverage normally taken out of his or her paycheck. Upon return from FMLA leave, employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

Employees who need military caregiver leave may take up to 26 weeks of leave in a single 12-month period. However, this leave is a per-injury, per-service member entitlement. Unless the same family member is injured again, or another family member suffers an injury while on active duty, an employee may not take an additional leave for this purpose.

## **Return-To-Work Policy**

RWPCS’s Policy purpose is to return workers to employment at the earliest date following any injury or illness. We desire to speed recovery from injury or illness and reduce insurance costs. This policy applies to all workers and will be followed whenever appropriate. RWPCS defines “transitional” work as temporary modified work assignments within the worker’s physical abilities, knowledge, and skills. Where feasible, transitional positions will be made available to injured employees in order to minimize or eliminate time loss.

### **Injury on the Job**

For any business/school related reason, at any time, we may elect to change the working shift of any employee based on the business and school needs of RWPCS. The physical requirements of transitional/temporary work will be provided to the attending physician. Transitional/temporary positions are then developed with consideration of the worker’s physical abilities, the business/school needs of

RWPCS, and the availability of transitional work. If you have a work-related injury and are missing time from work, contact our Human Resources for details regarding time loss.

### **Transitional temporary work assignment**

RWPCS will determine appropriate work hours, shifts, duration, and locations of all work assignments. RWPCS reserves the right to determine the availability, appropriateness, and continuation of all transitional assignments and job offers.

### **Communication**

It is the responsibility of the worker and/or supervisor to immediately notify Human Resources of any changes concerning a transitional/temporary work assignment. Human Resources will then communicate with the Head of School, insurance carrier, and attending physician as applicable.

*This policy is not designed as a substitute for reasonable accommodation under any applicable federal or state laws, such as Americans with Disabilities Act, The Rehabilitation Act of 1973, or other applicable laws. To preserve the ability to meet company needs under changing conditions, this company reserves the right to revoke, change, or supplement guidelines at any time with written notice. The policies and procedures in this return-to-work program are not intended to be contractual commitments and they shall not be construed as such by our employees. This policy is not intended as a guarantee of continuity of benefits or rights. No permanent employment for any term is intended or can be implied by this policy.*

### **Leave and Reinstatement Rights**

Employees are entitled to continue their health insurance while on leave, at the same cost they must pay while working. Although FMLA leave is unpaid, employees may be allowed (or required) to use their accrued paid leave during FMLA leave.

When an employee's FMLA leave ends, the employee is entitled to be reinstated to the same or an equivalent position, with a few exceptions.

You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

### **Leave of Absence**

Employees may be granted a one-year leave of absence for personal illness, professional study, family responsibilities involving illness or approved special assignments. A discretionary leave of absence is absence without pay, authorized in advance, for 30 or more calendar days and for up to one year. The period of leave cannot exceed one year. At that point the employee must either return to work or be terminated. Requests for Leave of Absence will be evaluated based on work load, requirements, and staffing considerations for the proposed period of absence. All leave of absence must be approved by the CEO/Head of School.

Should an employee fail to return to work at the end of this approved leave of absence, his/her employment shall be considered terminated. Employees on a one-year leave of absence are not assured that they will return to the same assignment however the organization will attempt to make a comparable assignment. The granting of a one-year leave of absence to any employee requires Board approval. Employees on leave of absence will be subject to lay off on the same

basis as employees who are actively at work. Employees who falsify the reason for their leave of absence will be subject to disciplinary action, up to and including possible termination.

Benefits are offered for the benefit of Richard Wright PCS School employees. Specific benefits and plans as well as Richard Wright PCS School's subsidy may be changed at any time without notice.

## Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to the Human Resource Officer. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

## HOUSE RULES

### Dress Code Policy

RWPCS maintains a professional attire working environment. On Monday or the first work day of the week All staff must wear Richard Wright Public Charter School Uniform which is inclusive of the school's blazer, tie, black pants and white shirt. On Tuesday or the second work day of the week **all** Male employees are expected to wear slacks, dress shirt and tie and blazer. On Tuesday or the second work day of the week **all** female employees are expected to wear business-appropriate outfits. On Fridays, employees can either wear business attire or the Richard Wright uniform shirt with black pants. **Jeans, sweat pants, leggings or shorts are not permitted.**

All Faculty/Staff must wear attire that demonstrates a commitment to serving as a role model for our students. We also expect that staff dress appropriately and professionally. Unacceptable clothing includes items that are transparent or reveal cleavage, skin or undergarments; too clingy, too tight or too short; or items that are torn, frayed, or dirty; and/or items that have inappropriate slogans. When in doubt, staff should confer with their supervisor concerning their clothing. Offenses of the dress code will result in discipline up to and including termination.

### Information Technology

The purpose of this policy is to protect the schools network and technical resources. The School provides its network in support of its educational mission. Use of the network is a privilege. As such, it is the responsibility of each patron to use these services appropriately and in compliance with all School, City, County, State and Federal regulations. These policies are in addition to School Computer and Internet Usage Policy, are not all-inclusive, and may be modified at any

time. Any employee who violates this policy may be subject to disciplinary action up to and including discharge.

All Richard Wright Public Charter School employees are provided laptops, e-mail and network accounts. All employees are expected to take care of all equipment and supplies provided to them. You are responsible for maintaining this material in proper working condition and promptly reporting any unsafe or improper functioning of this material to your supervisor. Neglect, theft, and/or destruction of the School's materials are grounds for disciplinary action, up to and including fees for replacement and/or termination. School system computers, networks, and access are supplied to support Richard Wright Public Charter Schools mission only. Use of electronic resources (hardware and software) must be in support of assigned responsibilities. All electronic, telephonic, and communications transmitted by, received from, or stored in these systems are the property of Richard Wright Public Charter School. Users of such systems shall have no expectation of privacy.

### **Computer and Internet Usage Policy**

In regard to access of the Internet and the RWPCS's private Intranet, certain employees may be provided with access to the Internet to assist them in performing their jobs. The Internet can be a valuable source of information and research. Use of the Internet, however, must be tempered with common sense and good judgment. The School's Intranet is a private information system of the School and its intended use is strictly for business purposes.

Any individuals using either system expressly consent to monitoring of their activities. Anyone using either system in violation of the School's Internet usage policy may be subject to disciplinary action, including possible discharge. Furthermore, employees could be exposed to civil and criminal liability. RWPCS reserves the right to amend or modify this policy at any time as may be required.

RWPCS is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. Even innocuous search requests may lead to sites with highly offensive content.

Employees must not deliberately perform acts unrelated to legitimate business interests that waste computer resources. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet unrelated to business, playing games, engaging in online chat groups, listening to streaming audio (radio, music, etc.) or streaming video (Newscast, TV, Movie Trailers, etc.), or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this, or any other sort, shall not be downloaded unless they are business-related.

The computers and computer accounts provided to employees are to assist them in the performance of their jobs. Employees should not have an expectation of privacy or ownership in anything they create, store, send, or receive on the computer system. The computer system

belongs to the RWPCS, and may only be used for business purposes. The RWPCS has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, but not limited to: monitoring sites visited by employees on the Internet, email traffic, any document created or stored on the computer system, and installed software applications.

RWPCS may use software to identify inappropriate Internet sites, including but not limited to sexually explicit sites. Such sites may be blocked from access by the School's network. In the event you nonetheless encounter inappropriate material while browsing on the Internet, immediately disconnect from the site, regardless of whether the site is subject to the School's blocking software.

Material that is unlawful (including, but not limited to, illegal copies of software, music files, movie files or malware {malicious software, such as computer virus, Trojan horse, spyware, keyloggers, etc.}, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise offensive {including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law}, or in violation of the School's equal employment opportunity policy and its policies against sexual or other harassment, may not be loaded, downloaded from the Internet, displayed or stored on the School's computers. Employees encountering or receiving this kind of material should immediately report the incident to their administrator. The School's equal employment opportunity policy and its policies against sexual or other harassment apply fully to the use of the Internet and any violation of those policies is grounds for discipline up to and including discharge.

Employees may not illegally copy material protected under copyright law or make that material available to others for copying. You are responsible for complying with copyright law and applicable licenses that may apply to software, music files (.mp3, .wma, .rm, .ra, etc.), movie files (ripped copies of movies/videos to .avi, .mpg, .wmv, .mov, etc.), graphics, documents, messages and other material you wish to download or copy. You may not agree to a license or download any material for which a registration fee is charged without first obtaining the express written permission of the School.

To ensure security and to avoid the spread of viruses, employees connecting to our network from a computer not supplied by the School, must have up-to-date virus protection, a secure VPN connection, and use a hardware-based router or software firewall. The School will provide, upon request, VPN (Virtual Private Network) client software for installation on your personal computer. However, all other security software is the responsibility of the end user. Files obtained from sources outside the School, including disks brought from home; files downloaded from the Internet, bulletin boards, or other online services; files attached to e-mail and files provided by clients or vendors may contain dangerous computer viruses that may damage the School's computer network. If you suspect that a virus has been introduced into the School's network, notify the Chief Operating Officer immediately.

Information posted on the School's Intranet is property of the RWPCS. Any copying, or unauthorized use, of such information is strictly prohibited without express written consent of the School.

## Electronic Mail Policy

Richard Wright Public Charter School has established a policy with regard to access and disclosure of electronic mail messages created, sent or received by School employees using the School's e-mail system.

- The School maintains an email system, which includes both network-based programs and web-based e-mail programs accessed via the School computer network, and all e-mail messages, together with attachments, sent or received via, or created or stored on, the School e-mail system. The School provides this system to assist in conducting School business.
- The e-mail system is the property of the School. Additionally, all messages composed, sent, or received on the e-mail system are and remain the property of the School. They are not the private property of any employee.
- The use of the e-mail system is reserved solely for the conduct of School business. The email system shall not be used for personal business, except for those necessary, occasional communications with family or friends that do not interfere with School business operations and do not involve inappropriate content or materials as described, but not limited to those, in paragraphs 4, 5, 6, and 10. Further, the use of passwords for security does not guarantee confidentiality of the e-mail.
- Employees may not use the e-mail system to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations.
- The e-mail system shall not be used to create any offensive or disruptive messages. Among those which are considered offensive are any messages which contain profanity, sexual implications, racial slurs, gender-specific slurs, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, or disability.
- The e-mail system shall not be used to send (upload) or receive (download) unauthorized or illegal copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization.
- The School reserves and intends to exercise the right to review, audit, intercept, access and disclose all messages created, received or sent over the e-mail system for any purpose. There should be no expectation of personal privacy or ownership of any e-mail, including attachments, created, sent, or received via, or stored on, the School e-mail system.
- Users of the e-mail system should routinely delete outdated or otherwise unnecessary e-mails and attachments.
- Employees shall not retrieve or read any e-mail messages that are not sent to them. Notwithstanding the School's right to retrieve and read any e-mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees shall not send e-mails from another employee's account without permission, and identification of the intended true sender. All business related e-mail should be stored in the School's document management system within the respective case or department collection.
- Employees are expected to avoid making statements in electronic mail or computer files that would not reflect favorably on the employee or the School.

- The School will attempt to block/delete with security software any potentially dangerous emails, such as those that are infected with a computer virus or that might have embedded links to corrupt Internet sites. However, there may be some email messages that “slip past” such software. It is important that users **do not** open any email from unrecognized senders or if the email looks suspicious. The School’s network security requires everyone’s participation and diligence.
- Any employees who discover a violation of this policy shall notify Administration.

The School’s e-mail network, both network-based and internet-based, is a private information system of the School. Individuals using this system expressly consent to monitoring of their activities. Any employee who violates this policy or uses the electronic mail system for improper purposes may be subject to disciplinary action up to and including discharge.

### **Social Media**

As social media has become a significant part of people’s lives, Richard Wright PCS expects all employees to use sound judgment in using social media. The school advises against interacting with students and their families, both current and former, if at all possible, and when posting something others may see online, the school urges all employees to use discretion and common sense.

### **Evaluation**

All Richard Wright Public Charter School employees will be informally and formally evaluated by his/her immediate supervisor multiple times throughout the school year.

### **Smoking Policy**

Richard Wright PCS maintains a non-smoking policy within and all areas surrounding the school building. This shall include all school buildings, grounds and school-owned vehicles at all times. This policy applies to all school-sponsored or school-approved activities, events, or functions, on or off campus, where students are under the jurisdiction of the school.

## **WORKDAY HOURS AND ABSENTEEISM**

### **Workday Hours**

RWPCS will be open for operations from 7 a.m. to 5:15 p.m. Leadership team members will arrive no later than 7:15 a.m.; teachers no later than 7:30 a.m. All staff must be on post by 7:50 am. Students will begin the day at 8:00 a.m.

In case of unplanned conditions, such as bad weather, that may force a schedule change at the last minute, announcements of school closings or delays in the opening of school will be made

by a recording detailing the schedule for that day by 6:00 a.m. All employees must call 202.500.1416.

### **Attendance, Absenteeism and Punctuality**

Richard Wright PCS expects all employees to report to work on time at the scheduled start of the workday. Reporting to work on time means that you are on post at the assigned report time fully prepared to work.

Excessive absenteeism and/or tardiness will lead to disciplinary action, up to and including termination. The determination of excessive absenteeism will be made at the discretion of Richard Wright PCS. Absence from work for three consecutive days without properly notifying your supervisor will be considered a voluntary resignation. After three days' absence, you may be required to provide documentation from your physician to support an injury- or illness-related absence, and to ensure that you may safely return to work.

If you expect to be absent from the job for an approved reason (e.g., paid time off or a leave of absence), you should notify your supervisor of your upcoming absence as far in advance as possible. If you unexpectedly need to be absent from or late to work, you must notify your supervisor as far in advance as is feasible under the circumstances, but no later than 6:00 AM on the day of your absence providing the reason for that absence or tardiness. **Under no circumstances should you leave a message on the School's answering machine to report an absence or tardiness.** Failure to properly contact us will result in an unexcused absence and disciplinary action. Your attendance record is a part of your overall performance rating. Your attendance may be included during your review and may be considered for other disciplinary action up to and including termination.

Where possible, medical and dental appointments should be scheduled around your assigned work hours; otherwise, they may be considered absences without pay. If you are unable to schedule an appointment before or after your shift, you are required to notify your supervisor to make special arrangements.

## **GENERAL PROCEDURES FOR DEALING WITH THE MEDIA**

The CEO/Head of School is the only spokesperson for Richard Wright Public Charter School. No faculty or staff member are to engage in conversation with any outlets of the media as a representative speaking on behalf of the school without explicit permission from the CEO/Head of School. Any violation will result in discipline actions up to and including termination.

## **ACCESS TO PERSONNEL FILES**

All employees and representatives of employees may view certain contents of their personnel file with advance notice to Human Resources staff. Documents that relate to the employee's

qualifications for hire such as the application, promotion, disciplinary action, and transfer **may be viewed**. Additionally, the employee may review policy signoff forms and training records.

Documents that the employee **may not review** include: references or reference checks, records of any investigation undertaken by management, medical records, documents related to a judicial proceeding, any document that would violate the confidentiality of another employee, and documents used for employee planning.

## **INTELLECTUAL PROPERTY**

Intellectual property shall include all artistic or intellectual works for which copyrights or trademarks may be acquired.

It is Richard Wright PCS School policy to maintain ownership of intellectual property created through its educational or business activities, to the maximum extent possible. Richard Wright PCS employees entering into agreements to create or make significant investments in intellectual or artistic works should ensure that ownership of such work will vest in Richard Wright PCS School. The CEO and/or the Board of Trustees may make exceptions to this policy.

## **ALCOHOL AND DRUG-FREE WORKPLACE**

Richard Wright PCS will not tolerate the presence of alcohol, illegal drugs or the illegal use of legal drugs in our workplace. The use, possession, distribution, or sale of controlled substances such as drugs or alcohol, or being under the influence of such controlled substances is strictly prohibited while on duty, while on school premises or driving for school purposes. If you need to take a prescription drug that affects your ability to perform your job duties, you are required to discuss possible accommodations with the Head of School. Violation of this policy will result in disciplinary action, up to and including termination.

## **CRIMINAL CONVICTION**

Any employee who is convicted of violating criminal statutes must notify the CEO/Head of School of that conviction within five days of the conviction. Failure to do so may lead to disciplinary action, up to and including termination.

## **HARASSMENT POLICY**

Richard Wright PCS will not tolerate harassment or intimidation of any employee on any basis prohibited by law, including race, color, sex, age, religion, national origin, handicap, disability, marital status, or veteran status. Moreover, any suggestions made to any employee (or student)

that sexual favors will affect any term or condition of employment, or school related evaluations will result in immediate discipline, up to and including termination.

Sexual harassment is defined as any type of sexually-oriented conduct, whether intentional or not, that is unwelcome and has the purpose or effect of creating a work environment that is hostile, offensive or coercive. The following are examples of conduct that, depending upon the circumstances, may constitute sexual harassment:

- Unwanted sexual jokes, language, epithets, advances or propositions;
- Sexually degrading or vulgar words to describe an individual written or verbal;
- Unwanted comments about an individual's body;
- The display of sexually suggestive objects, pictures, posters or cartoons;
- Asking questions about sexual practices;
- Demanding sexual favors in exchange for favorable reviews, assignments, promotions, or continued employment, or promises of the same.
- Unwanted touching, leering, brushing against the body, whistling or suggestive, insulting or obscene comments or gestures;

Racial harassment is defined as a person or group repeatedly uses discriminatory remarks, behaviors or practices to show racial intolerance against a co-worker or their color, descent, culture, language or religion.

- Making jokes, insinuations, humiliating comments or racially oriented remarks.
- Criticizing and being intolerant in regards to the victim's differences: his or her accent, clothing, hairdo, customs and beliefs.
- Acting seemingly disgusted or showing contempt in the victim's presence.
- Finding excuses for not working with the victim.
- Stereotyping the victim with subordinate tasks or case-loads.
- Trying to hinder or stop the victim's chances for a promotion.
- Showing comic strips, pictures or images that are racially degrading.

Sexual orientation discrimination refers to harassment or differential treatment based on someone's perceived or actual gay, lesbian, bi-sexual, or heterosexual orientation.

- Making a person feel humiliated, offended or degraded because of their sexual orientation

Employees must report any violation(s) of this policy to the Human Resource Officer. Claims of harassment will be investigated with due regard for the privacy of the individuals involved. Any employee who knowingly retaliates against an employee who has reported workplace harassment or discrimination shall be subject to immediate disciplinary action, up to and including termination.

Network administrators will review files and communications to maintain system integrity and to ensure that staff members are using the system responsibly. Employees are reminded that any e-

mail sent using a Richard Wright PCS email account contains the address identification of the school district. This is analogous to an employee using school letterhead.

## **WHISTLE BLOWER POLICY**

Richard Wright PCS requires directors, officers and employees to observe high standards of business and personal ethic in the conduct of their duties and responsibilities. As employees and representatives of the Organization, 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 directors, officers and employees to comply and to report violations or suspected violations in accordance with this Whistleblower Policy.

### **No Retaliation**

No director, officer or employee who in good faith reports a violation 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 Organization prior to seeking resolution outside the Organization.

### **Reporting Violations**

The organization's open door policy 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 the first person to report violation. If you are not satisfied with your supervisor's response, you are encouraged to speak with someone in the Human Resources Department or anyone in management whom you are comfortable in approaching. Supervisors and managers are required to report suspected violations to Human Resources, 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 Organization's Board of Trustees.

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

### **Confidentiality**

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

## **STUDENT AND PARENT RELATIONS**

The opinions and attitudes that students and parents have toward Richard Wright Public Charter School is valuable. Our success depends on treating our population with dignity and respect. If you need assistance, please contact the Parent and Community Liaison who will be able to assist you and/or the parent.

## **GRIEVANCE AND COMPLAINTS**

RWPCS believes that employees can resolve most problems that occur without damaging relationships. However, in the event that an issue is not solved, all questions or concerns should be discussed with Human Resources. If the problem is still not resolved, the employee may file a grievance with the Board of Trustees Grievance Committee.

## **CONFLICT OF INTEREST**

The standard of behavior at Richard Wright PCS is that all staff, volunteers, and board members avoid conflicts of interest between the interests of Richard Wright PCS and the individual's personal, professional and business interests.

A Conflicting Interest Contract is a Contract, for any amount, between a public charter school and:

- (a) An individual who is a founder of the public charter school, or who is a current or former trustee, director, member, member of a designated body, officer, or key personnel of the public charter school;
- (b) A family member of any of the individuals identified in (a) of this definition;
- (c) An entity identified as submitting a petition to establish the public charter school pursuant to the Act;
- (d) An entity in which an individual identified in (a) of this definition serves as a member of the board of directors or has a financial interest; or
- (e) An entity in which a family member of an individual identified in (a) of this definition serves as a member of the board of directors or has a financial interest.

The purposes of this policy are to protect the integrity of Richard Wrights PCS's decision-making process, to enable our constituencies to have confidence in our integrity, and to protect the integrity and reputation of the school's volunteers, staff and board members. Upon or before election, appointment or hiring, all individuals will make a full written disclosure of interests, relationships and holdings that could potentially result in a conflict of interest. This written disclosure will be kept on file and should be updated when necessary.

In the course of meetings or activities, individuals should disclose any interests in a transaction or decision where either the individual or his or her family or associates will receive a benefit or gain. Individuals should have an understanding that he or she will be asked to leave the room for the duration and will have no say or vote on the issue at hand.

### **Policy for Complaint Procedures for Elementary and Secondary Education Act Programs And Competitive Grants**

The purpose of this policy is to describe the administrative procedures of the District of Columbia's Office of the State Superintendent of Education (OSSE) for handling and resolving complaints about the operations of programs administered under the Elementary and Secondary Education Act (ESEA) and other applicable District laws in a fair and timely manner.

An internal (non-OSSE) process for resolving parent/student complaints will be conducted by the Principal or Executive Director. The ECA board of governance may be contacted if you have any concerns related to school governance, management or school policy that are not addressed to your satisfaction by the Principal or Executive Director. Complaints must be addressed to:

Mr. Derwin Ross,, Board of Trustees Vice-President  
**[dross@richardwright.pcs.org](mailto:dross@richardwright.pcs.org)**

Parents, teachers, individuals, private schools, local education agencies, and other organizations may file a complaint alleging that a federal statute or regulation has been violated in the administration of ESEA programs at Early Childhood Academy PCS. OSSE shall investigate all allegations of non-compliance with state or federal law, rules or regulations.

This policy serves as the grievance procedures for all ESEA programs and state administered competitive grants, excluding the complaints and hearing process under Part B and Part C of the Individuals with Disabilities Education Act, 20 USC 1400 et seq. administered pursuant to Title 5, Chapter E-30 of the District of Columbia Municipal Regulations available at <http://www.dcregs.org>.

This policy replaces all previously issued complaint procedures for ESEA programs. This policy is not intended to be a substitute for any federal statutes, regulations or non-regulatory guidance.

## Authority

The Office of the State Superintendent of Education has the authority to hear complaints and appeals regarding programs administered under the Elementary and Secondary Education Act (ESEA) pursuant to: EDGAR Sec. 76.401, 76.783; Title IX, Sec. 9304 (20 USC 7844); Title IX, Sec. 9503 (20 USC 7883). This policy shall serve as the grievance procedure for all ESEA programs and state administered competitive grants, excluding the complaints and hearing process under Part B and Part C of the Individuals with Disabilities Education Act, 20 USC 1400 et seq. administered pursuant to Title 5, Chapter E-30 of the District of Columbia Municipal Regulations available at <http://www.dcregs.org>.

## Purpose

The purpose of this guidance is to describe the administrative procedures of the District of Columbia's Office of the State Superintendent of Education (OSSE) for handling and resolving complaints regarding the operations of programs administered under the Elementary and Secondary Education Act (ESEA) and other applicable District laws in a fair and timely manner. These procedures describe:

How individuals or organizations may register a complaint that the state education agency (SEA), local education agency (LEA), or other grant recipient has violated laws and/or regulations governing state-administered programs funded under ESEA;

- When private schools may register a complaint with OSSE against the District of Columbia Public Schools (DCSPS);
- When eligible applicants and subgrantees may request a hearing on an action taken by the state education agency.

The following procedures govern the receipt and resolution of a complaint alleging that the OSSE as the SEA, a District of Columbia LEA or other grant recipient is in violation of any federal statute or regulation that applies to a state-administered ESEA funded program listed in section III, Complaints. Guidance for subgrantees requesting a hearing and the reasons for requesting a hearing are described in section V, Subgrantee Complaints and Hearings.

If you believe that Richard Wright PCS has failed to comply with the Individuals with Disabilities Education Improvement Act (IDEA) or with a requirement of District of Columbia law regarding special education under Part B of IDEA or a public agency or private service provider with regard to early intervention services under Part C of the IDEA, you may file a complaint to initiate an investigation of the matter in accordance with the IDEA complaint policy. A copy of this policy can be found at:

<http://osse.dc.gov/service/policies-and-regulations>:

## Complaints

OSSE shall investigate all allegations of non-compliance with state or federal law, rules or regulations. When appropriate, every effort should be made to resolve the issue at the local level before filing a formal complaint with OSSE. This can include meeting with the principal, school head, or central office staff to address the alleged violation. Only once all local remedies have been exhausted should a formal complaint be submitted to OSSE.

#### Complaints from the Public

Parents, teachers, other individuals or organizations may file a complaint alleging the SEA or LEA is violating a federal statute or regulation that applies to any of the programs administered under the Elementary and Secondary Education Act (ESEA), as amended. These programs include, but are not limited to:

Title I, Part A, Improving the Academic Achievement of the Disadvantaged;

Title I, Part B, Subpart 3, Even Start Family Literacy;

Title I, Part D, Prevention and Intervention Programs for Children and Youth Who are Neglected, Delinquent, or At-Risk;

Title II, Part A, Teacher and Principal Training and Recruiting Fund

Title II, Part B, Mathematics and Science Partnerships;

Title II, Part D, Enhancing Education through Technology;

Title III, Part A, English Language Acquisition, Language Enhancement, and Academic Achievement;

Title IV, Part A, Safe and Drug-Free Schools and Communities;

Title IV, Part B, 21st Century Community Learning Centers;

Title V, Part D, Subpart 6, Gifted and Talented Students; and

Competitive grants administered with local funds.

### **Process for Submitting Complaints**

1. Complaints must be in writing and should contain:

A statement that Early Childhood Academy PCS has violated a requirement of a federal statute or regulation that concerns a covered program; the facts on which the statement is based; a recommendation on how OSSE would resolve the complaint; the specific requirement of law or regulation allegedly violated, if possible; and be signed and dated by the complainant.

2. Complaints must be mailed or hand-delivered to:

Assistant Superintendent of Elementary and Secondary Education Office of the State

Superintendent of Education 810

First Street, NE – 9th Floor

Washington, DC 20002

OSSE may, at its own discretion, redirect a complaint which should have been properly filed under the Individuals with Disabilities Education Act (IDEA) complaint policy.

A copy of this complaint policy can be found online at:

<http://osse.dc.gov/publication/state-complaints-policy-and-procedure>

## **Complaint Resolution Process**

OSSE shall issue a Letter of Acknowledgement to the complainant within fifteen (15 ) business days of receipt of a complaint. If the complaint involves an LEA, OSSE shall send a copy of the Letter of Acknowledgement to the DCPS Chancellor, or corresponding administrator of the LEA.

The letter will include the following information:

- the date the office received the complaint;
- how the complainant may provide additional information;
- the name and contact information of the assigned complaint investigator; and
- timelines for the resolution of the complaint.

OSSE shall investigate the complaint, reviewing the facts and circumstances of the complaint and may request further information from the complainant.

OSSE in its discretion may conduct an onsite monitoring visit.

Once OSSE has determined whether a violation of law or regulation has occurred, the complaint investigator shall develop a Letter of Findings to address whether or not the program in question is in compliance. The Letter of Findings, stating either the need for corrective action or that OSSE does not sustain the complaint, shall be sent to the complainant and DCPS or other subject of the complaint. Each party shall have the right to respond in writing to the Letter of Findings within ten (10) business days from the date of issuance. A party filing a response shall deliver a copy to OSSE as well as each party subject to the complaint.

OSSE shall issue a Final Agency Decision based upon its Letter of Findings and any additional information provided in the responses, as deemed appropriate within sixty (60) business days after the date of issuance of its Letter of Findings.

If OSSE determines a violation has occurred, the subject of the complaint shall submit a corrective action plan. The plan and timelines for its completion must be approved by OSSE. The Final Agency Decision issued by OSSE may be appealed in accordance with the appeals process.

The Final Agency Decision issued by OSSE may be appealed in accordance with the appeals process.

## **Notice of Non-Discrimination**

In accordance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975, applicants for admission and employment, students, parents, employees, sources of referral of applicants for admission

and employment, and all unions or professional organizations holding collective bargaining or professional agreements with Early Childhood Academy PCS (ECA) are hereby notified that ECA does not discriminate on the basis of race, color, national origin, sex, age, or disability in admission or access to, or treatment or employment in, its programs and activities.

## **PROGRESSIVE DISCIPLINARY PROCEDURE**

The School expects each employee to present his or herself in a professional appearance and manner. If an employee is not considerate of others and does not observe reasonable work rules, disciplinary action will be taken.

Depending on the severity or frequency of the disciplinary problems, a verbal or written reprimand, suspension without pay, disciplinary probation, or discharge may be necessary. It is within the School's sole discretion to select the appropriate disciplinary action to be taken. Notwithstanding the availability of the various disciplinary options, the School reserves the right to discharge an employee at its discretion, with or without notice.

The following is not a complete list of offenses for which an employee may be subject to discipline, but it is illustrative of those offenses that may result in immediate discipline, up to and including dismissal, for a single offense:

- Excessive absenteeism or tardiness.
- Dishonesty, including falsification of mandated employment-related documents, or misrepresentation of any fact.
- Fighting, disorderly conduct, horseplay, or any other behavior which is dangerous or disruptive.
- Possession of, consumption of, or being under the influence of alcoholic beverages while on School or customer premises or on School business.
- Illegal manufacture, distribution, dispensation, sale, possession, or use of illegal drugs or un-prescribed controlled substances.
- Reporting for work with illegal drugs or un-prescribed controlled substances in your body.
- Possession of weapons, firearms, ammunition, explosives, or fireworks on School or customer premises.
- Failure to promptly report a workplace injury or accident involving any of the school's employees, students, equipment, or property.
- Willful neglect of safety practices, rules, and policies.
- Commission of a crime, or other unlawful conduct
- Use of profane language
- Stealing, misappropriating, or intentionally damaging property belonging to the school, employees, students, equipment, or property
- Unauthorized use of the Richard Wright's name, logo, funds, equipment, or property.
- Insubordination, including failure to comply with any work assignments or instructions given by CEO/Head of School or supervisor with the authority to do so.
- Violation of the Richard Wright PCS's Equal Employment Opportunity Policy or its Harassment Policy.
- Interference with the work performance of other employees.

- Failure to cooperate with an internal investigation, including, but not limited to, investigations of violations of these work rules.
- Failure to maintain the confidentiality of school records or other confidential information belonging to the Richard Wright PCS employees or students.
- Failure to comply with the personnel policies and rules.

## **TERMINATION**

### **Voluntary Termination**

Voluntary Termination is a voluntary decision made by an employee to resign the employment of Richard Wright PCS.

Voluntary terminations include adequate advance notice from the employee. An employee is expected to give as much advance notice as possible, but no less than two weeks. An employee should provide written notification to the Head of School of the intention to resign from employment. An employee who fails to give the requested advance notice will forfeit any payments owed and will not be eligible for rehire unless the Head of School and the resigning employee mutually agree upon a lesser notice period.

Employees who quit will be regarded as permanently separated from Richard Wright PCS.

### **Involuntary Termination**

Involuntary Termination is a decision by Richard Wright PCS to terminate the employment of an employee.

The CEO/Head of School will make all final determinations for Involuntary Terminations. Layoff is defined as one type of involuntary separation from employment usually due to lack of work, budget cuts, reorganization, elimination of positions, reduction in force or grant expiration. Other types of terminations include:

- Discharge due to performance
- Disciplinary discharge
- Retirement
- Resignation
- Without Cause

## Employee Handbook Receipt

Name \_\_\_\_\_

Position \_\_\_\_\_

I hereby acknowledge receipt of my personal copy of the Richard Wright Public Charter School for Journalism and Media Arts' (RWPCS) Employee Handbook.

I agree to read the handbook, become familiar with its contents, and abide by the standards, policies, and procedures defined or referenced in this document.

The information in this handbook is subject to change. I understand that changes by RWPCS may supersede, modify, or eliminate the information summarized in this booklet. As RWPCS provides updated policy information, I accept responsibility for reading and abiding by the changes.

I understand that no modification to contractual relationships or alterations of at will relationships is intended in this handbook.

I understand that I have an obligation to inform the Human Resource Officer of any changes in personal information, such as phone number, address, etc. I also accept responsibility for contacting the Human Resource Officer if I have questions, concerns or need further clarification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Note: This handbook includes two copies of this form. Please sign and date one and keep it in the handbook. Sign and date the other copy and forward it to the Human Resource Officer.