



Mundo Verde Bilingual PCS
Employee Policies SY 2021-2022
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MUNDO VERDE EMPLOYEE POLICIES - TABLE OF CONTENTS

I.	Sexual Harassment Policy	3
II.	Equal Employment Opportunity Policy	4
III.	Drug Free Workplace Policy	4
IV.	Whistleblower Policy	5
V.	Staff Complaint Resolution Process (conflict resolution procedure)	6

Mundo Verde Public Charter School Network is committed to providing all students with a safe and supportive school environment.

Members of the school community are expected to treat each other with care, compassion, and mutual respect and to accept the rich diversity which makes up the community.

Harassment¹ is a form of unlawful discrimination as well as disrespectful behavior which will not be tolerated. Mundo Verde will investigate all complaints of harassment, either formal or informal, verbal or written, and discipline or take other appropriate action against any member of the school community who is found to have violated this policy.

I. Sexual Harassment

It is Mundo Verde's policy to prohibit harassment of any employee by any Supervisor, employee, contractor, parent/guardian, student or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the community. It is to ensure that all employees are free from sexual harassment.

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of their gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If the employee feels that they have been subjected to conduct which violates this policy, the employee should immediately report the matter to Human Resources at

¹ Harassment can include any unwelcome verbal, written or physical conduct which offends, denigrates, or belittles any individual because of any of the characteristics described above. Such conduct includes, but is not limited to unsolicited derogatory remarks, jokes, demeaning comments or behavior, slurs, mimicking, name calling, graffiti, innuendo, gestures, physical contact, stalking, threatening, bullying, extorting or the display or circulation of written materials or pictures.

hr@mundoverdepcs.org. If the employee has not received a satisfactory response within five (5) business days after reporting any incident of perceived harassment, the employee should contact the Executive Director. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in his or her reporting hierarchy. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate.

All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, Mundo Verde will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels that they have been subjected to any such retaliation, the employee should report it in the same manner in which a claim of perceived harassment would be reported under this policy. Violation of this policy, including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

II. Equal Employment Opportunity (EEO) Policy

In compliance with all legal requirements, Mundo Verde maintains a policy of equal employment opportunity for all qualified employees and applicants for employment without regard to race, ethnicity, color, sex, national origin, religion, age, marital status, familial status, immigration status, genetic information, sexual orientation, gender identity or expression, disability, veteran status, personal appearance, family responsibilities, matriculation, political affiliation, and any other factor protected by applicable federal or District of Columbia law. This policy is applicable to all employment decisions, including but not limited to: recruiting, hiring, placement, promotion, transfer or demotion, treatment during employment, working conditions, rates of pay or other forms of compensation, selection for training, discipline, layoff, and termination.

Mundo Verde's policy is that all employees are treated with respect and dignity. Acts of unprofessional conduct, including discrimination, harassment or retaliation, by an administrator or co-worker will not be tolerated in the workplace under any circumstances.

III. Drug-Free Workplace Policy

Mundo Verde is committed to providing a safe environment for employees and students, free from the influence of drugs and alcohol. Given the risks that arise if employees are attempting to perform their duties while using or having used drugs or alcohol, and the

improper influence drug and alcohol use can have in a school environment, Mundo Verde has adopted a zero-tolerance policy. As such, Mundo Verde strictly prohibits the sale, purchase, use, or possession of or reporting to work under the influence of any illegal or intoxicating substances, including non-prescribed narcotics, hallucinogenic drugs, marijuana, or other non-prescribed controlled substances while on Mundo Verde's premises or property, during working hours, or while on Mundo Verde business. Mundo Verde prohibits employees from being under the influence of any illegal or intoxicating substance, including alcohol, while on Mundo Verde's premises or property, during work hours, or while on Mundo Verde business. The violation of this policy is grounds for corrective and disciplinary action, up to and including immediate dismissal.

Mundo Verde follows the requirements of the Drug Free Workplace Act of 1988. In accordance with the Act, Mundo Verde requires employees who plead *nolo contendere* (no contest) or guilty, or who are convicted of a drug-related offense on-site or while conducting Mundo Verde business off-site to inform the Executive Director within five calendar days of the plea or conviction. This notification should be made in writing. Mundo Verde will then notify the applicable agency within 10 business days of learning about the plea or conviction.

Drug and alcohol testing

The objective of the school is to promote a cooperative and inclusive environment for employees and staff, where suspicion of drug and alcohol use is rare. Nonetheless, all employees must report to work in appropriate physical and mental condition to engage with students and colleagues and perform their jobs satisfactorily. To that extent, Mundo Verde reserves the right to conduct drug and alcohol testing (1) during the hiring process; (2) any time there is a workplace accident involving injury to a person or damage to any property; and (3) at any time there is a reasonable suspicion of a violation of this policy. Refusal to submit to a properly authorized drug test, including tampering with a sample, is grounds for discipline up to and including termination of employment.

IV. Whistleblower Policy

A whistleblower as defined by this policy is a Mundo Verde employee who reports an activity that he/she considers to be illegal or dishonest to one or more of the parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities. Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact Mundo Verde's Executive Director or the President of the Mundo

Verde Board of Directors. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas – confidentiality and against retaliation. Insofar as possible, the confidentiality of a whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. Mundo Verde will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and victimization or threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Executive Director immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to the Board of Directors which is responsible for investigating and coordinating corrective action. Employees may confidentially report illegal or dishonest activities by mailing a letter to the attention of the Executive Director or President of the Mundo Verde Board of Directors. The letter should outline the accusation. While Mundo Verde encourages employees to identify themselves to expedite any investigation, letter accusations do not require sender identification information.

V. Conflict Resolution Procedure²

Section 1: Definition of a Grievance.

A grievance shall be defined as any controversy or dispute arising between the Parties to this Agreement, unless otherwise stated in the Agreement.

Section 2: Purpose.

The purpose of this grievance procedure is to secure, at the lowest possible level, solutions to the problems that may from time to time arise affecting the terms and conditions of employment.

Section 3: General Procedures.

- A. No reprisals or retaliation of any kind will be taken by Mundo Verde against any grievant, any party in interest, any witness, or any other participant in the grievance procedure by reason of such good faith participation.
- B. A Union representative shall be present at all stages of the formal grievance procedure (Step One and above).
- C. The processing of grievances shall be conducted at a mutually convenient time.

² Article 17 of Mundo Verde - DCACTS Collective Bargaining Agreement

- D. The time limits imposed upon either party during any step of the grievance procedure may be extended by mutual written agreement.
- E. Except for any informal decision at Step One, all decisions shall be rendered in writing at each step of the grievance procedure and reasons for denial of a grievance shall be expressly stated.
- F. Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits or extended by mutual agreement will be treated as withdrawn grievances.
- G. Mundo Verde's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next steps.
- H. No Employee shall lose any salary or benefits due to their participation in a grievance.

Section 4: Investigations.

Mundo Verde shall allow the Union representative or his/her/their designee a reasonable period of time during non-work time to investigate grievances. Prior to the initial conference and upon the request of the Union representative or his/her/their designee, Mundo Verde shall provide the Union with access to and copies of all existing and available documents that are relevant to the allegations in grievance, including all documents supporting Mundo Verde's actions, and shall supplement this production in a timely fashion if additional documents become available.

Section 5: Hearings.

Hearings and meetings shall be scheduled by Mundo Verde at mutually agreeable times and locations. The grievant and his/her/their Union representative and representatives of Mundo Verde shall appear at all scheduled hearings at each level of the grievance (Step One and above).

The Union and Mundo Verde agree that every effort shall be made to provide witnesses that are pertinent to the grievance. A grievant or his/her/their Union representative may request the availability of employee witnesses for grievance hearings, and such requests shall not be unreasonably denied by Mundo Verde.

Section 6: Procedure.

A. Informal Conference

Prior to filing a formal grievance, the Employee (with a Union representative if so desired) shall make an effort to resolve the problem through an informal conference with the Employee's direct supervisor or his/her/their designee. If the Union has filed a contract interpretation grievance, it shall make an effort to resolve the problem through an informal

conference with the Director of Human Resources. If the contract interpretation matter is not resolved informally, the Union shall proceed to Step Two.

B. Step One

The grievance shall be reduced to writing within ten (10) calendar days after an unsuccessful informal conference.

Within seven (7) calendar days after receipt of the grievance, the Director of Human Resources, or designee, shall meet and confer with the grievant and the Union representative in an effort to resolve the grievance. The Director of Human Resources, or designee, shall indicate the disposition of the grievance in writing within five (5) calendar days following such meeting and shall furnish a copy thereof to the grievant and the Union representative.

C. Step Two

If the grievance is not resolved by the Director of Human Resources' decision in Step One, the Union may appeal in writing to the Executive Director, or designee, within ten (10) calendar days of receipt of the written disposition from the Director of Human Resources. Within ten (10) calendar days after receipt of the written appeal, the Executive Director or designee, shall investigate the grievance, meet with and confer with the grievant and Union representative and render a written decision from the Executive Director. This shall represent Mundo Verde's final answer to the grievance.

D. Step Three: Mediation

1. If the grievance is not resolved at Step Two, the Union may submit the matter to mediation by written notice to Mundo Verde within ten (10) calendar days of receipt of the written disposition of Step Two.
2. Within twenty (20) calendar days after receipt of notice to mediate, the Union and Mundo Verde may agree upon a mutually acceptable mediator and upon agreement shall seek a commitment from a mediator to serve. If the parties are unable to agree upon or obtain a commitment within twenty (20) calendar days, a request for mediators shall be forwarded to the American Arbitration Association ("AAA") or a similar professional dispute resolution firm.
3. The Parties will use their best efforts to have the selected mediator to hear the case within thirty (30) calendar days from the date of his/her/their selection.
4. The cost for the services of the mediator shall be borne equally by the Union and Mundo Verde.
5. Either party may waive Step Three and move directly to Step Four.

E. Step Four: Neutral Third Party

1. If the Union and grievant are not satisfied with the decision at Step Two, or Three if mediation is sought, the Union may submit the grievance to binding arbitration by written notice to Mundo Verde within forty five (45) calendar days of receipt of the written disposition of Step Two if no mediation is sought, or Step Three if mediation was unsuccessful in resolving the dispute.
2. Within fourteen (14) calendar days after receipt of notice to arbitrate, the Union and Mundo Verde may agree upon a mutually acceptable arbitrator and upon agreement shall seek a commitment from the arbitrator to serve. If the parties are unable to agree upon or obtain a commitment within fourteen (14) calendar days, a request for a list of available arbitrators will be forwarded to the American Arbitration Association (“AAA”) or a similar professional dispute resolution firm and an arbitrator shall be selected under the applicable labor arbitration rules.
3. The parties will use their best efforts to have the selected arbitrator hear the case within thirty (30) calendar days from the date of his/her/their selection. The arbitrator shall make their best efforts to render a decision within thirty (30) calendar days of receipt of the transcript or the close of the record, whichever is later.
4. Hearings shall provide due process to the parties as required by the applicable labor arbitration rules. Both Mundo Verde and the Union shall have the opportunity to provide witnesses and evidence at the arbitration.
5. The arbitrator shall have no power or authority to make a decision which requires an act prohibited by law or which will amend, modify, nullify, ignore, add to, or subtract from the terms and provisions of this Agreement.
6. The decision of the arbitrator shall be final and binding upon all parties.
7. The cost for the services of the arbitrator and any recording fees shall be borne equally by the Union and Mundo Verde.