



**Edison**  
School of Innovation  
EST. 2017

**EMPLOYEE HANDBOOK**





# WHAT IS EDISON SCHOOL?

## Mission

We exist to create the learning space that ensures that all students think critically, communicate clearly, and collaborate effectively.

## Vision

We will become a community of data-driven researchers who appreciate each student and nurtures their ability to solve problems creatively and courageously.

## 4 ESSENTIAL SKILLS

*The determination and resilience to face challenges and persevere through them.*

### GRIT

### Gratitude

*Expressing thankfulness, appreciation, and kindness to others.*

*The mental state of full immersion in an activity where an energized focus and enjoyment is achieved in the process.*

### Flow

### Self-Control

*The ability to regulate behaviors and emotions to achieve specific goals.*

“Edison School of Innovation prepares students for the unknown challenges of the future by helping them learn to solve problems in a responsible way.”

# EMPLOYEE HANDBOOK

<u>Table of Contents</u>	<u>Page</u>
Disclaimer .....	1
Continuity of Policies – Right to Change or Discontinue .....	1
Educational Philosophy .....	1
Child Find Activities .....	1
*****	
<b><u>EMPLOYMENT POLICY</u></b>	
Announcement of New Positions .....	2
Discipline, Suspension, and Dismissal of Employees .....	2
Employee Orientation and Training .....	2
Employment Eligibility Verification – Form I-9 & E-Verify .....	2
Equal Opportunity .....	3
Non-School Employment .....	3
Positions .....	3
Employee Pay Schedules .....	3
Prohibited Personnel Practices .....	4
Reduction in Force .....	4
Resignation of Certified Staff .....	5
Resignation of Support Staff .....	5
Return to Work after Serious Injury or Illness .....	5
Staff Conflict of Interest .....	5
Staff Grievances .....	5
Staff Health and Safety .....	7
Classified Employee Status and Compensation .....	8
Absence Reporting .....	9
Equal Pay .....	9
Personnel Records and Files.....	9
Professional Staff Assignments and Transfers .....	10
Contracts of Certified Employees.....	10

Certified Staff Evaluations .....	10
Certified Staff Evaluation Appeal Process .....	12
Evaluation of Principals, Other Administrators, and School Psychologists.....	13
Classified Staff Evaluations .....	14

\*\*\*\*\*

**EMPLOYEE BENEFITS**

Section 125 Flexible Benefit Plan (“Cafeteria Plan”) .....	15
Arizona State Retirement System .....	16
Long-Term Disability Insurance.....	16
Insurance Benefits .....	16
Employee Assistance Program (EAP) .....	17
COBRA Health Benefits Continuation .....	18
Employee & Spouse Both Employed .....	18
Military Protection for Health Insurance .....	18

\*\*\*\*\*

**EMPLOYEE TIME-OFF POLICY**

Paid Time Off (PTO) .....	19
Administration Employees PTO .....	19
Certified Employees PTO .....	19
Classified Employees PTO .....	20
Paid Holiday Schedule .....	21
Jury Duty Leave .....	22
Bereavement Leave.....	22
Parental Leave .....	22
Unpaid Time Off .....	22
Absent Without Leave .....	23
Family Medical Leave Act (FMLA) .....	23
Off-Campus Professional Development .....	26
Travel Reimbursement.....	26

\*\*\*\*\*

**PAYROLL**

Payroll ..... 26

Direct Deposit ..... 26

Payday ..... 27

Payroll Deductions ..... 27

Timekeeping ..... 27

Fair Labor Standards Act (FLSA) ..... 27

\*\*\*\*\*

**WORKPLACE GUIDELINES**

Dress Code ..... 27

Drug-Free Workplace ..... 28

Drug and Alcohol Testing of Transportation Employees ..... 29

Furniture and Equipment ..... 30

Injured On the Job ..... 30

Meal and Rest Periods (*Nonexempt*/Hourly Staff) ..... 31

Political Activities ..... 31

Workday Schedule ..... 32

Sexual Harassment ..... 33

Compliance Officer ..... 34

Policy Violation Complaint Procedure ..... 34

Smoking ..... 34

Staff Conduct ..... 35

Reporting Incidents on School Campus ..... 35

Use of Physical Force on Minors ..... 35

Staff Conduct with Students ..... 35

Unauthorized Tutoring for Pay ..... 35

Electronic Acceptable Use Policy ..... 36

Copyright Compliance ..... 37

Family Educational Rights and Privacy Act (FERPA) Confidentiality and Security Agreement ..... 38

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### Disclaimer

The policies and procedures in this handbook are not intended to be contractual commitments by Edison School of Innovation, and employees shall not construe them as such. Edison School of Innovation reserves the right to revoke, change or supplement guidelines at any time with prior notice. No policy is intended as a guarantee of continuity of benefits or rights. No permanent employment or employment for any term is intended or can be implied from any statements in this handbook.

### Continuity of Policies – Right to Change or Discontinue

To preserve the ability to meet the school’s needs under changing conditions, Edison School of Innovation may modify, augment, delete, or revoke any and all policies, procedures, practices, and statements contained in this handbook at any time with prior notice. Such changes shall be effective immediately upon approval by the Governing Board unless otherwise stated.

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### Educational Philosophy

The educational philosophy of Edison School is rooted in six fundamental beliefs:

- Build a strong foundation in literacy and numeracy skills.
- Critical and creative problem solving is essential for shaping the future.
- Focus on effort rather than intelligence or talent.
- Soft Skills are essential for healthy child development.
- Interaction and reflection are essential for high student engagement.
- Assessment is a learning opportunity as well as a guide for instruction.

Edison School of Innovation (ESI) recognizes that the ultimate responsibility for the well-being of all children rest with their parents. All parents are expected to cooperate in the school’s educational effort by ensuring maximum attendance of their children, by requiring that their children cooperate in the educational endeavor of the school, and by fostering an attitude in their children that recognizes the importance of education.

ESI expects that all students will learn to recognize the value of the opportunity to learn and will work diligently to their maximum potential. ESI also expects that all students will recognize that their fellow students have the right to be educated and will avoid any action that may interfere with their ability to exercise that right.

### Child Find Activities

Arizona law mandates that employees are informed of the school’s Child Find activities. Edison School of Innovation is committed to locating, identifying, and evaluating children and youth with disabilities who are enrolled at ESI. Should you have concerns regarding any enrolled child who has trouble walking, hearing, seeing, or learning, he/she may be eligible to receive special education services. Please contact the school office for further information. Edison School of Innovation will evaluate referred students at no cost to the parent to determine if he/she is a student with disabilities. If students do qualify, an appropriate service plan will be generated to meet his/her individual needs.

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## EMPLOYMENT POLICY

### **Announcement of New Positions**

The availability of all job openings will be announced through the school website at [www.edisonschoolaz.org/careers](http://www.edisonschoolaz.org/careers). A list of current openings can be requested from the school office.

### **Discipline, Suspension, and Dismissal of Employees**

**Categories of Misconduct.** Employees may be disciplined for infractions that include, but are not limited to, the following categories:

- Engaging in unprofessional conduct.
- Committing fraud in securing appointment.
- Exhibiting incompetence in their work.
- Neglecting their duties.
- Engaging in acts of child abuse or child molestation.
- Engaging in acts of dishonesty.
- Being under the influence of alcohol while on duty.
- Engaging in the use of narcotics or habit-forming drugs.
- Being absent without authorized leave.
- Engaging in discourteous treatment of the public.
- Engaging in improper political activity.
- Engaging in willful disobedience.
- Being involved in misuse or unauthorized use of school property.
- Being involved in excessive absenteeism.
- Carrying or possessing a weapon on school grounds unless they are peace officers or have obtained specific authorization from the appropriate school administrator.

An employee may be disciplined for any conduct that, in the judgment of the school, is inappropriate. Minor disciplinary action includes, without limitation thereto, verbal or written reprimands, suspension with pay, or suspension without pay. Minor disciplinary action shall be imposed by the employee's supervisor. An employee who wishes to object to a minor disciplinary action shall submit a written complaint to the Governing Board within five (5) business days of receiving notice of the disciplinary action. The Governing Board will review the complaint and may confer with the employee, the supervisor, and such other persons, as the Governing Board deems necessary. The decision of the Governing Board will be final.

### **Employee Orientation and Training**

The Principal and Operations Director will establish a program to provide orientation for all new school employees. This training will cover school employee trainings as required by the state and local government. This training will also cover the goals, objectives, and programs of the school.

### **Employment Eligibility Verification – Form I-9 & E-Verify**

**I-9 Form Completion.** The Immigration Reform and Control Act of 1986 (IRCA) requires that all new employees, both regular and casual, establish their eligibility for employment in the United States. This federal law applies to U.S. citizens as well as to foreign nationals. An Employment Eligibility Verification (Form I-9) must be completed within three (3) business days of the employee's hire date. Employees who do not provide the necessary documentation within three (3) business days must be discharged.



**Employment Authorization Procedure.** Arizona schools must use the federal government's E-Verify program to verify the employment authorization of all newly hired employees. The Department of Homeland Security's (DHS) U.S. Citizenship and Immigration Services Bureau (USCIS) and the Social Security Administration (SSA) are jointly conducting E-Verify, formerly known as the Basic Pilot. E-Verify involves verification checks of the SSA and DHS databases, using an automated system to verify the employment authorization of all newly hired employees.

## Equal Opportunity

Edison School of Innovation is an equal opportunity employer. Discrimination against an otherwise qualified individual with a disability or any individual by reason of race, color, religion, sex, age, or national origin is prohibited. Efforts will be made in recruitment and employment to ensure equal opportunity in employment for all qualified persons.

**Anti-Discrimination Notice.** It is illegal to discriminate against any individual (other than an alien not authorized to work in the U.S.) in hiring, discharging, or recruiting or referring for a fee because of that individual's national origin or citizenship status. It is illegal to discriminate against work eligible individuals. Employers cannot specify which document(s) they will accept from an employee. The refusal to hire an individual because of a future expiration date may also constitute illegal discrimination.

## Non-School Employment

A regular, full-time employee's position in the school shall be given precedence over any type of outside work or self-employment. Employees are free to carry on individual work or self-employment projects as long as no school facilities or equipment are used except as approved by the Operations Director, and the outside work or self-employment does not interfere with the employees' performance of school-assigned duties.

The outside work or self-employment by a staff member is of concern insofar as it may:

- Prevent the employee from performing assigned responsibilities in an effective manner.
- Be prejudicial to proper effectiveness in the position or compromise the school.
- Raise a question of conflict of interest – for example, where the employee's position in the school permits access to information or other advantage useful to the outside employer.

Therefore, an employee may not perform any duties related to outside work or self-employment during regular school working hours or during the additional time that is needed to fulfill the responsibilities of the school position. Employees who violate this policy are subject to reprimand, suspension, or termination.

## Positions

Certified and administration staff positions are created with the approval of the Governing Board. Classified staff positions are created with the approval of the Principal or Operations Director, conditional upon budget approval limits. The school will attempt to maintain a sufficient number of positions to accomplish the school's goals and objectives.

Before recommending the establishment of any new position, the Principal or Operations Director will develop a job description for the position that specifies the qualifications, responsibilities, and the method by which will be evaluated.

## Employee Pay Schedules

**Administration Employees.** The Governing Board will approve employment offers and salary schedules for each member of the administration staff. This employment offer shall describe the general services to be rendered by the employee in return for financial and other considerations. Additionally, the employee's job description, detailing the more specific performance responsibilities of the contracted position and the mode of evaluating performance, shall be incorporated into the employment offer by reference.



**Certified Employees.** The Teacher Salary Schedule or Certified Salary Schedule defines the level of compensation for certified employees based on the years of qualified experience, provision of a Bachelor’s or Master’s Degree, and provision of a National Board Certification (NBPTS).

**Classified Employees.** The Classified Pay Scale defines the level of compensation for classified employees based on their position. The Governing Board, Principal, or Operations Director may add additional job titles to be appropriately placed on the Classified Pay Scale.

**Substitutes.** Pay rates for substitute teaching and will be established by the Operations Director.

**Other Compensation Provisions.** Any person who does not work the full term as set up by salary placement chart shall be paid on a prorated basis for the number of days to be worked for the remainder of the school year; this shall include school days taught plus the number of additional days required to fulfill the annual Teacher/Certified Employee contract.

### **Prohibited Personnel Practices**

**Disclosure Protected.** It is a prohibited personnel practice for any school employee, who has control over personnel actions, to take reprisals against another employee for a disclosure of a matter of public concern, by that other employee, to a public body when the employee believes there has been a violation of law, mismanagement, a gross waste of monies, or an abuse of authority.

An employee or former employee, who believes that an adverse personnel action taken is the result of such person’s disclosure of information under A.R.S. 38-532, shall make a complaint to the Governing Board. The Governing Board shall make a determination pursuant to the rules under A.R.S. 41-785.

**Reporting Protected.** A governing board or school employee who has control over personnel decisions shall not take unlawful reprisal against an employee for good-faith reports about personnel engaged in conduct involving minors that is reportable under A.R.S. 13-3620 (Reporting Child Abuse).

Unlawful reprisal means an action taken by a governing board that results in disciplinary action, transfer or reassignment, suspension, demotion, or dismissal, an unfavorable performance evaluation, or other significant changes in duties or responsibility that are inconsistent with the employee’s salary or employment classification.

### **Reduction in Force**

The number and type of certified and classified staff positions required to implement the school’s educational program will be determined by the Principal and Operations Director and will be recommended to the governing board for budget approval. In the event the Board decides to reduce the number of certified or classified employees, the following guidelines will be considered:

- Normal attrition will be relied upon as the first means of reducing the number of positions.
- If attrition does not accomplish the required reduction in staff, the Principal or Operations Director shall submit to the Board recommendations for the termination of specific employees. Factors to be considered in recommending the release of specific employees shall include, but shall not necessarily be limited to, the following:
  - Staffing needs to continue educational programs and the school's mission at the highest possible level of effectiveness.
  - Job performance, competency and effectiveness.
  - Education, professional development and/or hours toward an advanced degree that pertain to the District's educational programs and mission.

Employment retention shall not be based upon tenure or seniority.

Personnel to be laid off for the ensuing school year shall be notified of such layoff as soon as practical.

### **Resignation of Certified Staff**

All resignations or requests to be released from contract shall be presented in writing to the Board for approval. A release from an uncompleted contract may be granted in consideration upon the availability of a qualified replacement.

A certified employee who resigns contrary to this policy shall be deemed to have committed an unprofessional act and may be subject to penalties as determined by the Governing Board, as provided under Arizona statute A.R.S. 15-545 and State Board of Education regulations.

### **Resignation of Support Staff**

Employees voluntarily terminating their service with the school are expected to give advance notice of not less than ten (10) working days. This notice should be submitted to the supervisor in writing and should specify both the last day of work and the reason for terminating. Unused personal time off may be paid to employees with the last paycheck if approved by the employee's supervisor as well as the Finance Director.

### **Return to Work after Serious Injury or Illness**

Employees who are absent for more than three (3) consecutive days using paid personal leave may be requested to provide documentation signed by a licensed healthcare professional and is considered reasonable documentation indicating that paid personal leave is necessary.

### **Staff Conflict of Interest**

**Employment of Close Relatives.** No person of the school may directly hire a close relative (father, mother, son, daughter, sister, brother, or spouse), but may still make a recommendation to another employee that will determine the final hiring decision. This policy does not exclude close relatives from being employed at the school.

**Vendor Relations.** No employee of the school will accept gifts over \$25 USD per vendor per year from any person, group, or entity doing, or desiring to do, business with the school. The acceptance of any business-related gratuity over \$25 USD is specifically prohibited, except for widely distributed, advertising items of nominal value.

This policy should not be construed to deem inexpensive novelty advertising items of general distribution unacceptable. Acceptance of business meals and holiday gifts for general consumption are acceptable under this policy.

**School Purchases from Employees.** The Staff Conflict of Interest:school must comply with competitive purchasing rules for any acquisition of goods or services from school employees regardless of the dollar amount. The requirement applies to any purchase using school monies, including extracurricular activities fees, tax credit contributions, and monies held in trust by the school such as student activities money when a school employee acts as the vendor. Oral quotations do not satisfy the competitive purchasing requirements.

### **Staff Grievances**

Effective communication between school employees, administration, and the Board is essential for proper operation of the school. The Governing Board, therefore, authorizes the Principal to establish a grievance procedure for employees as the prescribed means of resolving grievances at the earliest date and the lowest possible administrative level.

Such procedure shall provide for Governing Board review of any grievance that cannot be resolved at the administrative level. In such instance, the affected individual may request that the Governing Board review the situation. Such request shall be in writing and shall contain the basis for appeal, including the act or acts out of which the grievance arose, identification of the Board policies and/or administrative regulations involved, and the remedy sought. Within five (5)

working days following notification of the Principal's decision, any written request for appeal shall be submitted to the Principal for transmittal to the Board. The Governing Board, at a time of its choosing, shall review the grievance and issue a response within one (1) calendar month following such review. The decision of the Governing Board is final.

***Definitions.***

A grievance is a complaint by a school employee alleging a violation or misinterpretation, as to the employee, of any school policy or regulation that directly and specifically governs the employee's terms and conditions of employment. The term grievance shall not apply to any matter for which the method of review is prescribed by law, or the Governing Board is without authority to act. The suspension or dismissal of employees is covered by statute and, therefore, is not a grievable matter.

A grievant shall be any employee of the school filing a grievance.

Terms and conditions of employment mean the hours of employment, the compensation therefore, including fringe benefits, and the employer's personnel policies directly affecting the employee. In the case of professional employees, the term does not include educational policies of the school.

A day is any day during which the school conducts business.

The immediate supervisor is lowest-level administrator having line supervisory authority over the grievant.

***Informal Level.***

Before filing a formal written grievance, the grievant must attempt to resolve the matter by one (1) or more informal conferences with the immediate supervisor. The first of these informal conferences must be conducted within ten (10) days after the employee knew, or should have known, of the act or omission giving rise to the grievance. A second or any subsequent conference must occur within five (5) days after the initial informal conference, or any subsequent conference.

***Formal Level.***

Level I. Within fifteen (15) days after the employee knew, or should have known, of the act or omission-giving rise to the grievance, the grievant must present the grievance in writing to the immediate supervisor.

The grievance shall be a clear, concise statement of the circumstances giving rise to the grievance, a citation of the specific article, section, and paragraph of the policy or regulation that directly and specifically governs the employee's terms and conditions of employment that are alleged to have been violated, the decision rendered at the informal conference, and the specific remedy sought.

The immediate supervisor shall communicate a decision to the employee in writing within five (5) days after receiving the grievance. Within the above time limits either party may request a personal conference to attempt to resolve the matter.

Level II. In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed to the next level within five (5) days after the receipt of the decision.

The appeal shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Principal shall communicate a decision within five (5) days after receiving the appeal. Either the grievant or the Principal may request a personal conference within the above time limits.

Level III. If the grievant is not satisfied with the decision at Level II, the grievant may, within five (5) days, submit an appeal in writing to the Principal for consideration by the Governing Board.

***General Provisions.***

Section 1. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed an acceptance of the decision rendered at that step, and there shall be no further right of appeal. Failure to file a grievance within fifteen (15) days after the employee knew, or should have known, of the circumstances upon which the grievance is based shall constitute a waiver of that grievance.

Section 2. The filing or pendency of any grievance under the provisions of this policy shall in no way operate to impede, delay, or interfere with the jurisdiction of the Governing Board or the Principal.

**Staff Health and Safety**

It is the policy of the school to take reasonable and lawful measures to protect students and staff members from the transmission of communicable diseases. The Principal is authorized to adopt such procedures as are necessary to implement this policy in a manner consistent with state and federal laws.

***Exclusion from School.***

A staff member who has a communicable disease shall be excluded from school only if the staff member presents a direct threat to the health or safety of others in the school workplace. The outbreak control measures, and other directives of the Department of Health Services (DHS) and local health agencies shall be acted upon as the best medical knowledge and judgments with regard to the exclusion of a staff member who has a communicable disease that is addressed by DHS regulations. The communicable diseases specifically addressed by DHS regulations are listed at A.A.C. R9-6-203 et seq.

A staff member who has a chronic communicable disease, such as tuberculosis or HIV/AIDS, shall not be excluded unless a significant risk is presented, to the health and safety of others, which cannot be eliminated by reasonable accommodation. The Operations Director shall consult with legal counsel and health professionals, as necessary, to ensure that exclusion of a staff member with a chronic communicable disease will not violate the staff member's rights under the Americans with Disabilities Act or Section 504 of the Rehabilitation Act.

The Operations Director or designee must reassess a staff member who is excluded from school because of a communicable disease before the staff member returns to work. The school may require a physician's written medical release as a condition for the staff member's return to work.

***Reporting and Notification.***

The school shall report to its local health agency each diagnosed and suspected case of a communicable disease.

The administrator of a school shall submit a report to the local health department any case, suspected case, or outbreak of a communicable disease as follows:

Within twenty-four (24) hours after detecting a case or suspected case of:

- Cryptosporidiosis
- Enterohemorrhagic Escherichia coli
- Haemophilus influenza: invasive disease
- Hepatitis A
- Measles
- Meningococcal invasive disease
- Mumps
- Pertussis (whooping cough)
- Rubella (German measles)



- Salmonellosis
- Shigellosis

Within twenty-four (24) hours after detecting an outbreak of:

- Conjunctivitis: acute
- Diarrhea, nausea, or vomiting
- Scabies
- Streptococcal Group A infection

Within five (5) working days after detecting a case or a suspected case of:

- Campylobacteriosis
- Varicella (chicken pox)

If an outbreak of a communicable disease occurs in a school setting, the Operations Director or designee shall promptly inform staff members who are known to have special vulnerability to infection. The school does not assume any duty to notify an employee of health risks caused by the presence of a communicable disease in the school setting unless the at-risk employee has notified the school of the conditions when notification is needed.

#### ***Confidentiality.***

The school shall make reasonable efforts to maintain the confidentiality of staff members' medical conditions. All medical information relating to employees is confidential. The identity of a staff member who has a communicable disease and/or the nature of the communicable disease may be disclosed only to:

- Staff members who must have such information to carry out their duties under this policy; or
- Staff members of students (or their parents/guardians) who must have such information to protect themselves from direct threat to their health or safety.

Inquiries or concerns by staff members or others regarding communicable diseases or a staff member who is known or believed to have a communicable disease shall be directed to the Operations Director or designee.

#### ***Universal Precautions.***

The school shall follow the "Universal Precautions Standard" set forth to protect employees who are at risk of being exposed to blood and body fluids in the course of their work.

#### ***HIV/AIDS.***

Current medical information indicates that HIV can be transmitted by sexual intercourse with an infected partner, by injection of infected blood products, and by transmission from an infected mother to her child in utero or during the birth process. None of the identified cases of HIV infection in the United States are known to have been transmitted in a school setting or through any other causal person-to-person contact. There is no evidence that HIV is spread by sneezing, coughing, shaking hands, hugging, or sharing toilets, food, water, or utensils. According to best medical knowledge and judgments, the use of "universal precautions" and other procedures that implement this policy are sufficient to protect staff members and students from transmission of HIV at school.

## **Classified Employee Status and Compensation**

Classified employees are not required by state law or by a school policy, regulation, or job description to possess teaching certificates from the Arizona Department of Education for the purpose of performing their jobs, unless they are expressly designated in notices of employment or contracts executed by the Governing Board.

All classified personnel are at-will employees of the school.

At-Will Employee – An at-will employee is a support staff member who is employed by the school for no specific term and who has no right of continued employment. The employment of an at-will employee may be terminated by action of the Governing Board for any reason or for no reason, with or without advance notice, as the Governing Board desires. No employee or Governing Board member shall have the authority to make any agreement or contract to the contrary or any agreement with an at-will employee for any specified period of time. No school policy or regulation or item within the school’s handbook is intended to – and shall not operate to – create any property or contract rights inconsistent with the at-will employment status of support staff members.

## **Absence Reporting**

Timely attendance is a critical aspect of every position at Edison School of Innovation. In order to plan for routine absences and arrange adequate coverage for unscheduled absences, employees must ensure their immediate supervisor is aware of their situations regarding absences.

All certified employees must report their absences to the Principal whether or not a substitute teacher is needed in their absence.

Employees should submit requests for paid personal leave or vacation leave to their immediate supervisor as soon as possible. Courtesy notice should be given at least one calendar week in advance. Notice can be given by the following methods:

1. Online -- system for reporting absences (Zenefits)
2. Orally – this would include face-to-face meeting or conversation over the phone
3. In writing – written note to your immediate supervisor
4. By electronic means – this would include email or text

An employee who fails to report to work for four (4) consecutive days without notice to his or her immediate supervisor will be assumed to have resigned and abandoned the job. In such case, a recommendation for termination may be made to the Governing Board if the employee is a certified or administration employee, or to the Principal or Operations Director if the employee is a classified employee.

## **Equal Pay**

Edison School of Innovation will not pay wages to any employee at a rate less than the school pays employees of a different race, color, religion, national origin, sex, physical or mental disability, or age for work that is substantially equivalent requiring comparable skills.

This policy is to be construed in accordance with applicable federal and state laws and regulations.

## **Personnel Records and Files**

Certified employees are required to supply the school office with current certification and fingerprint clearance records. It is the duty and responsibility of each certificated employee to keep such certifications current.

The school will maintain a current official personnel file for each school employee. Employees will be advised of, and will be permitted to review and comment on, all information to be placed in their respective personnel files. The employee may prepare a written reply to such information, and such reply, if any, will be appended to the information in the file.

Records reasonably necessary or appropriate to maintain an accurate knowledge of disciplinary actions regarding staff members and the staff members' responses will be maintained. Disciplinary action records shall be open to inspection and copying unless such inspection and disclosure of records or information in the records is contrary to law.

The school may create such sub files within a personnel file as are appropriate to ensure confidentiality of those files made confidential by law and efficient use of the file. Access to personnel files will be limited to authorized school officials and employees authorized to handle personnel files. Individual Board members may only inspect confidential staff files when specifically authorized by the Board, as evidenced by action of a quorum of the Board in a legal meeting properly noticed.

Employees may review their own files by making written requests to the Operations Director or designee. Materials obtained prior to an employee's employment, such as confidential recommendations or interview notes, will not be available for review by the employee.

The Operations Director shall implement procedures for A.R.S. 44-1373 which restricts use of personal identifying information.

Documents within a personnel file may be reviewed by the public only to the extent that disclosure is compelled as a public record.

### **Professional Staff Assignments and Transfers**

The Operations Director shall have the responsibility for the assignment of all personnel throughout the District. The procedure for assignment and transfer of professional staff members will be based on the needs of the instructional program. In addition, no right to school, grade, or subject assignment shall be inferred from the teacher's contract.

The transfer of teachers from one school to another school within the District shall take into consideration the needs of the pupils in the District and the current distribution of teachers across the District.

Professional staff members may apply for transfer or reassignment, whether or not a vacancy exists. Transfers will not be approved during the school year unless the needs of the District dictate such approval.

In the case of vacancies in new or existing positions, first consideration may be given to qualified applicants among current employees.

The resolution of any conflicts over the need for a transfer shall be based on what is best for the instructional program, the needs of the students, and the overall needs of the District as defined by the Principal.

### **Contracts of Certified Employees**

The Governing Board may transmit and receive contracts of certified employees in an electronic format and may accept electronic signatures on those contracts. The Operations Director will develop procedures for the implementation of this discretionary process.

The Governing Board may adopt requirements that require electronic signatures to be followed by original signatures within a specified time period.

### **Certified Staff Evaluations**

The process and purpose of evaluation for certified staff members is to result in improvement of the quality of instruction and the strengthening of the abilities of the certified staff.

#### ***Definition of Terms***

- Certified employee means a person who is employed under contract in a position that normally requires certification, except a psychologist or an administrator devoting less than fifty percent (50%) of her/his time to classroom teaching.
- Inadequacy of classroom performance means the definition of inadequate classroom performance adopted by the Governing Board.
- Performance classifications means the four (4) performance classifications for teachers and Principals under the law and defined by the State Board of Education.
- Qualified evaluator means a school Principal or other person who is trained to evaluate teachers and who is designated by the Governing Board or Principal to evaluate certified staff members.

***Evaluation of Classroom Teachers and Other Certified Staff Members***

Pursuant to A.R.S. 15-537, The District evaluation instrument will:

- Include quantitative data on student academic progress that accounts for between thirty-three percent (33%) and fifty percent (50%) of the evaluation outcomes;
- Include four (4) performance classifications, designated as highly effective, effective, developing, and ineffective;
- Meet the data requirements established by the State Board of Education to annually evaluate individual teachers and Principals.

At least annually, the Governing Board will discuss at a public meeting its aggregate performance classification of Principals and teachers.

The District will involve its certified staff members in the development and periodic evaluation of the teacher performance evaluation system. The following elements will be a part of the evaluation system:

- It will meet the requirements prescribed in statute and provide at least one (1) evaluation of each certified staff member by a qualified evaluator each school year.
- A copy of the evaluation system shall be given to each teacher in the District.
- Specific training requirements for qualified evaluators.
- The Principal will annually recommend qualified evaluators to the Board for Board approval if designating other individual(s) to the task.
- The system will include incentives for teachers in the highest performance classification.
- The system will include a plan for the appropriate use of quantitative data of student academic progress in evaluations of all certified teachers. The plan may make distinctions between certified staff members who provide direct instruction to students and certified staff members who do not provide direct instruction to students. The plan may include data for multiple school years and may limit the use of data for certified teachers who have taught for less than two (2) complete school years.

The Governing Board may waive the requirements of a second classroom observation for continuing teachers whose teaching performance based on the first classroom observation places the teacher in one (1) of the two (2) highest performance classifications for the current school year, unless the teacher requests a second observation.

Either the qualified evaluator or another Board designee shall confer with the teacher to make specific recommendations as to the areas of improvement in the teacher’s performance and to provide professional development opportunities for the certified teacher to improve performance and follow up with the teacher after a reasonable period of time for the purpose of ascertaining that the teacher is demonstrating adequate performance.



The Principal shall issue performance improvement plans for teachers designated in the lowest performance classification and dismissal or nonrenewal procedures for teachers who continue to be designated in the lowest performance classification.

The Principal shall issue preliminary notice of inadequacy of classroom performance no later than the second consecutive year that the teacher is designated in one (1) of the two (2) lowest performance classifications unless the teacher is in the first or second year of employment with the District or has been reassigned to teach a new subject or grade level for the preceding or current school year.

***Inadequacy of Classroom Performance***

A teacher’s classroom performance is inadequate if:

- During the school year, a certified staff member receives a rating of:
  - o Ineffective during a formal observation by the primary evaluator on one (1) or more component of the District’s formal observation instrument which are based on classroom performance standards 1-4; and / or
  - o A rating of ineffective on the District’s evaluation system (performance classification) as a whole; and / or
  - o a rating of ineffective on one (1) or more component of the District’s evaluation instrument
  - o A rating of ineffective or developing on the District’s evaluation system (performance classification) as a whole for two (2) consecutive school years.

The Principal is authorized to issue preliminary notices of inadequacy of classroom performance. The Board will be notified within ten (10) school days of such issuance.

A teacher whose evaluation is used as a criterion for establishing compensation/loss of continuing status and who disagrees with the evaluation may make a written appeal and request a hearing to the Governing Board. The teacher shall have the burden of proof in the appeal. The appeal shall go to the Governing Board Secretary or designee.

**Certified Staff Evaluation Appeal Process**

The following appeal procedure shall be followed in the event a teacher disagrees with the outcome of their evaluation impacting level placement, compensation, or continuing status. The teacher shall have the burden of proof for an appeal.

Employee is not entitled to initiate an appeal upon being issued a preliminary notice of inadequate classroom performance and being placed on an improvement plan following the first formal observation.

**Step 1 - Informal Conference with Primary Evaluator:** The teacher shall first discuss the evaluation with their primary evaluator in an effort to resolve any differences in an informal conference. The employee shall request the informal conference in writing within five (5) working days following the post conference of the evaluation being appealed. An appeal shall only pertain to the most recent evaluation.

**Step 2 - Formal Conference with Primary Evaluator:** In the event the teacher is not satisfied with the outcome of the informal conference, the teacher may file a written appeal with the primary evaluator within five (5) working days after the informal conference was held. The written appeal shall contain at least the following information:

- a. Identification of the date of evaluation appealed.
- b. The date that the informal conference was held and a copy of the written request for such conference.
- c. Specific information relative to the points being appealed. The appeal shall contain all supportive documents relative to the teacher’s disagreement with the evaluation.

The primary evaluator will meet with the teacher in a formal conference to discuss the written appeal within five (5) working days of receipt of the written appeal. The teacher may elect to have the building career development advisory committee representative present.

The primary evaluator shall provide the teacher with a written response within five (5) working days following the formal conference. The response shall include all information pertinent to the specific portion of the evaluation

**Step 3 – Appeal Hearing:** If the teacher does not agree with the written decision of the primary evaluator, the teacher may request an appeal hearing in writing to the Career Development Advisory Appeals Committee, through the school office, within five (5) working days of receipt of written response from the primary evaluator. The Appeals Committee shall be comprised of the Human Resources Manager or designee, one (1) impartial administrator, and two (2) impartial Career Development representatives as assigned by the Principal. The teacher may have their building career development advisory committee representative present to assist during the appeal process.

The Appeals Committee shall issue its written decision to the teacher within five (5) working days of the hearing.

The decision of the Appeals Committee is final. There is no further appeal. In the event the Appeals Committee cannot reach a decision, the decision of the Human Resources Manager or designee shall be final and not subject to further appeal or review.

All written appeals shall become a permanent part of the teacher’s personnel file.

If the Committee or Primary Evaluator cannot meet the timelines set forth herein, they shall notify the teacher of the date by which the prescribed action will occur.

## **Evaluation of Principals, Other Administrators, and School Psychologists**

The Governing Board will establish a system for the evaluation of Principals, other administrators, and school psychologists.

### ***Evaluation of Principals***

The evaluation system for the evaluation of the performance of Principals may include the over-all instructional program, student progress, personnel, and curriculum.

The evaluation system for Principals may include the following:

- Alignment of professional development opportunities to the Principal evaluations.
- Transfer or termination processes for Principals designated in the lowest performance classification.

Subject to statutory limitations, the Board shall make available the evaluation and performance classification pursuant to A.R.S. 15-203 of each Principal in the District to school districts and charter schools that are inquiring about the performance of the Principal for hiring purposes.

### ***Evaluation of Other Administrators***

The format for the evaluation system for other administrators will be developed under the leadership of the Governing Board, focusing on the responsibilities and outcomes which support the over-all instructional program and needs of the school and the organization.

### ***Evaluation of Certificated School Psychologists***

The evaluation system for certified school psychologists shall include the following:

- Recommendations from the Principal or designee as to areas of improvement in the performance of the certified school psychologist if the performance warrants improvement.
- After transmittal of an assessment, the Principal or designee shall confer with the certified school psychologist to make specific recommendations as to areas of improvement in performance.
- Appeal procedures for certified school psychologists who disagree with the evaluation of their performance, if the evaluation is for use as criteria for establishing compensation or dismissal.

## **Classified Staff Evaluations**

The purpose of an evaluation is to improve job performance and to establish the merit and base pay rating.

Success in achieving the goals of an evaluation depends on the openness and frankness of with which parties maintain positive attitudes toward realizing growth. The process is demanding of time and resources, but hopefully provides the evaluated and the evaluator with the most equitable means of appraisal of staff performance.

Classified employees may be evaluated at least twice (2) per year, or as designated by their manager.

Classified employees will be evaluated in the following areas:

- Accepting Direction
- Job Knowledge and Skill
- Planning and Organizing
- Productivity
- Communication
- Safety Practices
- Leadership

In the case of performance being considered unsatisfactory, a performance evaluation worksheet will be completed by the evaluator and shared with the employee. An improvement plan form will be created. Unsatisfactory areas, method of remediation, time line for completion and follow-up discussion will be noted on this form.

### ***Classified Staff Evaluation Appeal Process***

The following appeal procedure shall be followed in the event an employee disagrees with the written evaluation of their performance:

1. Employee shall file a written appeal with their immediate supervisor within five (5) working days of the formal evaluation conference. The written appeal shall contain at least the following information:
  - a) Identification of the date of evaluation, post-conference and/or memoranda of concern being appealed.
  - b) Specific information relative to the points being appealed. A copy of the written evaluation, post-conference and/or memoranda of concern shall be affixed to the appeal. The appeal shall contain all supportive documents relative to the part of the evaluation, post-conference and/or memoranda of concern.
  - c) All written appeals shall become a permanent part of the employee's personnel file.
  - d) If any remuneration increase is potentially affected by the outcome of the appeal, the remuneration decision will be suspended pending the outcome of the appeal.

2. The immediate supervisor shall schedule a conference with the employee within five (5) working days of receipt of the written appeal to discuss all points of the appeal. Based upon the presented information, the supervisor can revise the evaluation or make no changes to the evaluation. A written response that captures all points discussed during the conference, as well as all information pertinent to the specific portion of the evaluation that is being appealed, post-conference and/or memoranda of concern shall be delivered to the employee within five (5) working days of the conference.

3. If the employee does not agree with the written decision of the immediate supervisor, the employee may choose to appeal to the Human Resources manager or designee. They must do this in writing within five (5) days of receiving the written decision from their current supervisor. The written appeal shall contain the following information:

- a) All the prior information that had been submitted in the first appeal.
- b) The written decision of the immediate supervisor.
- c) A written statement containing specific information relative to the points that continue to be appealed.

4. The Human Resources manager or designee will schedule a conference with the employee within five (5) working days of receipt of the written appeal to discuss all the points of the appeal. Based on the presented information and the prior information, the next level supervisor can revise the evaluation or make no changes to the evaluation. A response that captures all points discussed during the conference, as well as all information pertinent to the specific portion of the evaluation that is being appealed, post-conference and/or memoranda of concern shall be delivered to the employee within five (5) working days of the conference.

5. If the employee does not agree with the written decision of the Human Resources manager or designee, they may appeal in writing to the Operations Director within five (5) days of receipt of next level supervisor's response. The Operations Director shall be provided with a copy of all written documentation from the entire appeals process. The Operations Director may choose to schedule a conference between the supervisor and employee for the purpose of clarification. If this course of action is pursued, the conference shall also be scheduled within five (5) working days of the receipt of the written appeal. The Operations Director shall render a decision within a fifteen (15) working day period from the date of receipt of the written appeal. The decision of the Operations Director shall remain final and must be in writing, with a copy to both the immediate supervisor, Human Resources Manager, if appropriate, and the employee initiating the appeal.

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## **Employee Benefits**

### ***Definitions.***

A full-time employee is defined as an employee who works a regular schedule of 30 or more hours per week or has a contract equal to or greater than 0.75 FTE.

A part-time employee is defined as an employee who works a regular schedule of less than 30 hours per week or has a contract with less than 0.75 FTE.

### **Section 125 Flexible Benefit Plan (“Cafeteria Plan”)**

The Section 125 Flexible Benefit Plan provides eligible employees a broader range of benefits. These choices include an option to receive certain benefits in lieu of taxable compensation, which means employees are given the opportunity to use pre-tax dollars to pay for insurance deductions instead of paying for the deductions with after-tax dollars. All insurance premiums are payroll deducted.



The Internal Revenue Service (IRS) has issued rules regarding mid-year 125 plan elections. If you fall into any of the categories below you may change elections. Otherwise, you will be kept on your current status until open enrollment.

- A change in legal marital status, including marriage, widowhood, divorce, legal separation, and annulment.
- An increase or decrease in the number of dependents, including placement of a child for adoption.
- A change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or dependent, such as termination or commencement of employment, change in eligibility (full-time or part-time), strike or lockout, and a commencement or return from an unpaid leave of absence.
- An individual becoming or ceasing to be a dependent under the plan's terms.
- A change in place of residence that affects the accessibility of network providers.

## **Arizona State Retirement System**

### ***Retirement Plans***

The Arizona State Retirement System (ASRS) is a defined benefit plan and is tax qualified under section 401(a) of the Internal Revenue Code. It provides for a lifelong benefit based on years of service earned, or worked, and your ending salary.

Generally speaking, an employee must be hired to work a minimum of 20 hours per week, for a minimum of 20 weeks per fiscal year in order to qualify for ASRS membership. There are some exceptions, so if you have further questions please contact your HR Manager or submit a question through your ASRS Member portal.

All employees who qualify for the ASRS are required to participate. Qualified employees will have the mandatory current contribution rate withheld from their paycheck. These contributions along with a matching contribution from the employer will earn service credit towards the employee's retirement.

Additional information can be found on the ASRS website at <https://www.azasrs.gov/>

## **Long-Term Disability Insurance**

Qualified individuals in the Arizona State Retirement System are covered for long-disability (LTD) income after six (6) months of disability. This leaves a "blackout period" between your last paycheck and six (6) months when you will be without income.

Members will see separate deductions on their paychecks for the ASRS defined benefit plan and for LTD. The pension plan is a pre-tax deduction and LTD is a post-tax deduction.

Additional information can be found on the ASRS website at <https://www.azasrs.gov/content/long-term-disability>

## **Insurance Benefits**

Detailed plan information can be found on the school website at <https://www.edisonschoolaz.org/employee-benefits>.

### ***Eligibility***

Insurance benefits are available to all full-time employees. Newly hired employees will be able to elect benefits and begin coverage on the 1<sup>st</sup> day of the month following date of hire (ex. if hired on October 10<sup>th</sup>, coverage will begin on November 1<sup>st</sup>).

### ***Open Enrollment***

Open enrollment will begin June 1<sup>st</sup> and will end on June 15<sup>th</sup>, unless otherwise stated by the Operations Director. The insurance plan year begins July 1<sup>st</sup> and ends June 30<sup>th</sup>. Please note employees may only change their insurance during open enrollment or due to a qualifying event.

### ***Health Insurance***

The company will contribute 100% of the cost of the highest tier traditional health plan offered for the employee only coverage, or will contribute an equivalent dollar amount towards a selected plan with dependent coverage. If the employee selects a Qualified High Deductible Health Plan (HSA-eligible plan) and the health plan selected has a lower premium cost than the highest tier traditional health plan, then the company will offer the difference in cost as a contribution towards the employee's Health Savings Account.

If the employee elects to waive health insurance coverage, the employee will receive 50% of the company-contribution amount as additional taxable compensation. This additional compensation will be calculated and disbursed through the employee's regular bi-weekly paychecks.

### ***Dental Insurance***

The company will contribute 100% of the cost of the dental insurance plan for the employee only coverage. Dependent coverage is available for purchase at the expense of the employee.

If the employee elects to waive dental insurance coverage, the employee will receive 50% of the company-contribution amount as additional taxable compensation. This additional compensation will be calculated and disbursed through the employee's bi-weekly paychecks.

### ***Basic Life Insurance***

The company will provide a \$15,000 basic life insurance policy for all full-time employees. Beneficiaries will be selected during open enrollment and may be modified at any time.

### ***Supplemental Life Insurance***

Supplemental life insurance can be purchased at the expense of the employee. Coverage may also be purchased for dependents. Employee will need to complete additional authorization if purchasing coverage above the guaranteed issue amount.

### ***Vision Insurance***

Vision insurance may be purchased at the employee's expense.

### ***Short-Term Disability Insurance***

Short-term disability insurance may be purchased at the employee's expense. Employees are highly encouraged to review the plan document prior to electing coverage. Any questions regarding coverage can be submitted to the Human Resources Manager.

## **Employee Assistance Program (EAP)**

The Employee Assistance Program (EAP) is a free resource that covers a variety of valuable services. Every employee is eligible to participate, and the members of their household can also seek help for topics including but not limited to:

- Depression, stress, anxiety or substance use issues.
- Improve relationships at home or work.

- Find support for child or elder care matters.
- Work through emotional issues or grief.
- Get legal or financial assistance.

We encourage employees to seek assistance, as needed, from qualified professionals. Balancing work and family can be difficult and stressful. If these problems are not addressed the stress can have a negative impact on your health, job performance, and family life. Our Employee Assistance Program (EAP) helps employees deal with problems in a confidential and safe environment.

For further information please call 1-(888)-887-4114 or visit the EAP webpage at <https://www.uhc.com/member-resources/health-care-programs/employee-assistance-program>.

### **Health Benefits Continuation (COBRA)**

All employees covered under the company’s health and dental insurance plan are covered by COBRA (Consolidated Omnibus Budget Reconciliation Act). Federal law allows employees who terminate from the school for reasons other than gross misconduct, or who, lose eligibility to participate in the school’s insurance program due to a reduction in work hours, to be given the option to continue their health insurance program. The terminated employee or employee who lost eligibility will be responsible to pay the premiums for their continued coverage.

The law further allows dependents of employees who are enrolled in the group health insurance to elect to continue on the company’s group health insurance under the following circumstances.

- Upon divorce or separation or death of the employee.
- Dependent children who would lose coverage as dependents when they attain the limiting age under the plan.
- Spouse and dependents ineligible for Medicare when the covered employee elects Medicare coverage and losses or refuses the group health insurance coverage.

Dependents in the above circumstances may elect to continue in the company’s group health insurance program for a period of up to, and may not exceed, thirty-six (36) months. Such coverage would be contingent upon the covered individual agreeing to pay the cost of coverage.

### **Employee & Spouse Both Employed**

If an employee and their spouse who both work in the company and are both full-time employees, then they may elect to pool their company contributions towards a combined “family” plan for Medical and Dental Insurance. The employee and their spouse will be responsible to pay for any premiums that exceed their combined regular company contribution amounts. To participate in the combined “family” plan, please contact your HR Manager before electing benefits.

### **Military Protection for Health Insurance**

If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military. Even if you don’t elect to continue coverage during your military service, you have the right to be reinstated in your employer’s health plan when are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

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# **Employee Time-Off Policy**

## **Paid Time Off (PTO)**

### ***Zenefits***

Edison School uses “Zenefits” to manage employee onboarding, time off tracking, timekeeping, and payroll. Zenefits is an online HR software which employees are given access to upon completion of onboarding. Employees can request time off through the Zenefits website or app.

### ***Personal Leave***

Personal leave may be taken at the employee’s discretion. PTO used in excess of 3 consecutive days requires manager approval. Personal leave is not required to be taken in full days and may be taken in hourly, half hour, or 15-minute increments. Advanced notice of leave is appreciated, but not required.

### ***Vacation Leave***

Vacation leave is available to Administration employees and must obtain manager approval prior to use. Vacation leave must be used in full-day or half-day increments. Appropriate notice of requesting time off is at least 1 week in advance.

## **Administration Employees PTO**

### **A. Full-Time Administration (30+ hrs/wk) (Examples: Year-round full-time administration)**

Time Off: Full-time administration employees are eligible for 12 personal days and 10 vacation days per fiscal year.

Allocation: Personal days will be allocated upon the date of hire, or upon the beginning of the fiscal year for a returning employee. Vacation days accrue at a rate of 5/13ths days per bi-weekly pay period.

Negative Balances: Personal days may not carry a negative balance. A doctor’s note may be required from the employee if the requested personal days off exceeds 3 consecutive days, as under discretion of the HR Director. Vacation days may be used in advance before they have been accrued, up to a maximum carrying balance of negative 5 days, conditional upon HR Director’s approval. Use of vacation time requires HR Director’s approval.

Roll-over Balances: Up to 5 vacation days and all personal days can be rolled over to the following fiscal year if unused, with a maximum carrying balance as follows: 15 vacation days and unlimited personal hours. Anytime a maximum carrying balance of hours is reached in a category, that category will forfeit the accrual of additional hours until the balance of hours has been reduced below the maximum carrying balance. Paid time off balances do not contain value upon termination of employment.

### **B. Part-Time Administration (less than 30 hrs/wk)**

Part-time administration employees will be considered as classified employees for paid time off benefits.

## **Certified Employees PTO**

### **A. Full-Time Certified (0.5 FTE or greater) (Examples: Teachers, School Psychologists, Counselors)**

Time Off: Full-time certified employees are eligible for 10 personal days per fiscal contract year.

Allocation: Personal days will be allocated at the beginning of the contract date, or upon the beginning of the fiscal year for a returning employee.



Negative Balances: Personal days may not carry a negative balance. A doctor’s note may be required from the employee if the requested personal days off exceeds 3 consecutive days, as under discretion of the HR Director.

Roll-over Balances: Personal days do not expire, and all hours will carry over into the following fiscal contract year. Personal days do not contain value upon termination of employment.

**B. Part-Time Certified (*less than 0.5 FTE*)**

Time Off: Part-time certified employees are eligible for 40 hours of personal time per fiscal contract year.

Allocation: Personal time will be allocated at the beginning of the contract date, or upon the beginning of the fiscal year for a returning employee.

Negative Balances: Personal time may not carry a negative balance. A doctor’s note may be required from the employee if the requested personal time off exceeds 3 consecutive days, as under discretion of the HR Director.

Roll-over Balances: Personal time does not expire, and all hours will carry over into the following fiscal contract year. Personal days do not contain value upon termination of employment.

## **Classified Employees PTO**

### ***Unused Personal Leave Applied Towards Unpaid Holidays***

Classified employees are eligible to apply unused personal leave balances towards unpaid holiday days as determined by the school calendar and “paid holiday schedule”. Employees must make the request at least seven days prior to the corresponding pay date. The number of hours requested must not exceed the number of hours in the employee’s regular work schedule. Employees may not apply unused personal leave towards any days that fall between the end of one school year and the beginning of the following school year, unless they have a work schedule assigned during the period requested. Classified employees who perform work during unpaid holidays cannot apply personal leave in addition to the hours they performed work.

**A. Full Time Classified Employee (*30+ scheduled hrs/wk*)**                      (*Examples: Teacher Aides, School Nurse, Custodian*)

Time Off: Full time classified employees are eligible for 10 personal days per fiscal year.

Allocation: Personal days will be allocated upon the date of hire, or upon the beginning of the fiscal year for a returning employee.

Negative Balances: Personal days may not carry a negative balance. A doctor’s note may be required from the employee if the requested personal days off exceeds 3 consecutive days, as under discretion of the HR Director.

Roll-over Balances: Personal days do not expire, and all hours will carry over into the following fiscal year. Personal days do not contain value upon termination of employment.

Summer Work Schedule: If the classified employee’s normal work schedule occurs through the summer work period, the classified employee is eligible for two additional days of personal time, dependent upon meeting or exceeding 10 workdays during the summer work period. The Summer Work period is defined as the period beginning after the last day of school and ending 7 calendar days prior to the start of the following school year as determined by the school academic calendar.

**B. Part Time Classified Employee (*less than 30 hrs/wk*)**

Time Off: Part time classified employees are eligible for 40 hours of personal time per fiscal year.

Allocation: Personal time will be allocated upon the date of hire, or upon the beginning of the fiscal year for a returning employee.

Negative Balances: Personal time may not carry a negative balance. A doctor's note may be required from the employee if the requested personal time off exceeds 3 consecutive days, as under discretion of the HR Director.

Roll-over Balances: Personal time does not expire, and all hours will carry over into the following fiscal year. Personal time do not contain value upon termination of employment.

Summer Work Schedule: If the classified employee's normal work schedule occurs through the summer work period, the classified employee is eligible for two additional days of personal time, dependent upon meeting or exceeding 10 workdays during the summer work period. The Summer Work period is defined as the period beginning after the last day of school and ending 7 calendar days prior to the start of the following school year as determined by the school academic calendar.

### **C. Appreciation Benefit for Classified Employees Hired During the 1<sup>st</sup> Year**

Edison School appreciates the employees who made a special commitment to work during the school's 1<sup>st</sup> year of operation. These employees are rewarded with a "Start-up Appreciation Benefit" and will be grandfathered in for their continuous duration of employment at Edison School of Innovation.

Any full-time or part-time classified employee hired on or before May 24, 2019, will continue to receive fully paid holiday and break time based on their normally scheduled work hours (excluding summer break). Employees grandfathered under the Start-up Appreciation Benefit will follow the Paid Holiday Schedule for Certified Employees.

## **Paid Holiday Schedule**

- Martin Luther King Jr. Day (all employees)
- Presidents' Day (all employees)
- **Spring Break** (according to School Academic Calendar)
  - Administration & Certified Employees: paid holiday time
  - Classified Employees: unpaid time off
- **April Break** (according to School Academic Calendar)
  - Certified & Classified Employees: paid holiday time
  - Administration Employees: normal workdays
- Memorial Day (summer employees only)
- Juneteenth (summer employees only)
- Independence Day (summer employees only)
- Labor Day (all employees)
- **Fall Break** (according to School Academic Calendar)
  - Administration & Certified Employees: paid holiday time
  - Classified Employees: unpaid time off
- Veteran's Day (all employees)
- Thanksgiving Break (all employees, according to School Academic Calendar)
- **Winter Break** (according to School Academic Calendar)
  - Certified Employees: paid holiday time
  - Administration Employees: paid holiday time for last six weekdays of December and New Year's Day, all other Winter Break days as normal workdays.
  - Classified Employees: paid holiday time for Christmas Day and New Year's Day (or following weekday if occurs on weekend), all other Winter Break days as unpaid time off.

## **Jury Duty Leave**

Any employee who is required to serve as a juror will receive paid leave during the period of jury duty. There will be no penalty for missing regular employment. Jury duty leave begins only when the court orders an employee to report for jury duty. Court duty leave is not paid if the employee is not required to report to the court. The employee will be required to provide evidence from the court that shows attendance.

An employee excused from jury duty after being summoned shall report for regular duty as soon as possible. Failure to report for duty be counted as Absent Without Leave.

## **Bereavement Leave**

An employee shall be entitled to paid bereavement leave in case of death in the immediate family (spouse, child, mother, father, mother-in-law, father-in law, grandmother, grandfather, siblings, sister-in-law, or brother-in-law).

An employee may take up to five (5) days for bereavement of spouse, or child under the age of 21. An employee may take up to three (3) days for other immediate family members listed above, including children ages 21 and above.

- Employee must request bereavement leave in Zenefits and include the name and indicate relation of the deceased.
- Employer may require proof (obituary, funeral program, pamphlet, prayer card, funeral details, etc.).
- Bereavement leave must be scheduled on consecutive workdays.
- Paid time off is only available if employees are scheduled to work during the time of bereavement.

## **Parental Leave**

Edison School of Innovation will provide up to 2 weeks of paid parental leave following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. This policy will be in effect for births, adoptions or placements of foster children.

### ***Requests for Paid Parental Leave***

Eligible employees must have been employed with the company for at least 12 months (the 12 months do not need to be consecutive).

The employee is advised to provide his or her supervisor and the human resource manager with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible).

If a company holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; such holiday pay will extend the total paid parental leave entitlement.

## **Unpaid Time Off**

Edison School recognizes that extenuating circumstances arise that may necessitate absence from duty that is not covered by other specific leave provisions of the school. To address such situations, a leave of absence without pay may be granted upon approval of the employee's manager. A written request must be submitted by the employee to their manager. The manager has discretion whether to approve or deny the request and must submit a written notice of decision to the employee.

## Absent Without Leave

An employee shall be deemed “absent without leave” when absent from work because of:

- A reason that conforms to a policy currently in effect, but the maximum days provided for in that policy will be exceeded; or
- A reason that does not conform to any policy currently in effect; or
- Failure to report to work without prior notification to the employee’s manager, excluding medical emergencies or unusual circumstances that prevent the employee from giving proper notification.

An employee will not be compensated for time lost due to being absent without leave and may be subject to disciplinary action.

## Family Medical Leave Act (FMLA)

Edison School complies with the Family and Medical Leave Act (FMLA) as a covered entity.

If a person employed by Edison School meets eligibility for FMLA, the school will grant up to 12 weeks of leave during a 12-month period to eligible employees (or up to 26 weeks of military caregiver leave).

The purpose of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law. If you have any questions, concerns or disputes with this policy, please contact your HR Manager.

### *Eligibility*

To be eligible for leave under this policy, employees must meet all of the following requirements:

- Have worked at the company for at least twelve (12) months.\*
- Have worked at the company at least 1,250 hours for over the twelve (12) months preceding the date the leave would commence.
- Work at a location where your employer has at least 50 employees within 75 miles of your worksite.\*\*

\*The 12 months of employment do not have to be consecutive. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

\*\* Edison School does not currently have 50 employees within 75 miles, therefore employees do not meet the third eligibility criteria, and are not currently eligible for leave under FMLA. However, employees are eligible for leave under the Americans with Disabilities Act of 1990 (“ADA”) for qualified circumstances. Please contact Human Resources if you believe you have a qualified circumstance and would like to request leave.

### *Reasons for Leave*

To qualify as FMLA leave under this policy, the leave must be for one of the following reasons:

- The birth of a child or placement of a child with the employee for adoption or foster care.
- To care for a spouse, child or parent who has a serious health condition.
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job.
- For any qualifying exigency arising out of the fact that a spouse, child or parent is a military member on covered active duty or on call to covered active duty status.
- To care for a covered service member with a serious injury or illness.

### ***Amount of Leave***

An eligible employee can take up to 12 weeks of FMLA leave during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

Eligible spouses who both work for the company may only take a combined total of 12 weeks of leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition. Both may only take a combined total of 26 weeks of leave to care for a covered injured or ill service member (if each spouse is a parent, spouse, child or next of kin of the service member).

### ***Intermittent Leave or a Reduced Work Schedule***

Employees may take FMLA leave in one consecutive block of time, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member) in a 12-month period.

The company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced-hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the company's operations.

### ***Employee Notice Requirement***

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to the department manager or HR manager.

When the need for the leave is foreseeable, the employee must provide the company with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave fewer than 30 days in advance, the employee must provide notice of the need for the leave either the same day the need for leave is discovered or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the company's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five business days after the employee has provided this notice, the HR manager will complete and provide the employee with a Notice of Eligibility and Rights and request a medical certification or other supporting documentation as necessary.



### ***Designation of FMLA Leave***

Within five business days after the employee has submitted the required certification or other documentation, the HR manager will complete and provide the employee with a written response to the employee's request for FMLA leave using the FMLA Designation Notice.

### ***Employee Status and Benefits During Leave***

Edison School of Innovation will continue an employee's health benefits during the leave period at the same level and under the same conditions as if the employee was continuously at work.

While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of insurance premiums (if applicable). While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the accounting department by the 5th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

The company will provide 15 days' notification prior to the employee's loss of coverage.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the company will require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.

If the employee contributes to a life insurance or disability plan, the company will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the company may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the company will discontinue coverage during the leave. If the company maintains coverage, the company may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

### ***Employee Status After Leave***

An employee who takes leave under this policy may be asked to provide a fitness for duty clearance from a health care provider. This requirement will be included in the company's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The company may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of his or her status as a key employee.

### ***Use of Paid and Unpaid Leave***

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave prior to being eligible for unpaid leave. Sick leave may run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, when an employee takes six weeks of Edison School's pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee will then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week

entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the company's sick leave policy) prior to being eligible for unpaid leave.

***Intent to Return to Work from FMLA Leave***

On a basis that does not discriminate against employees on FMLA leave, the company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

**Off-Campus Professional Development**

An employee will receive compensation for attending conferences, workshops, or other off-campus professional development opportunities as designated by the Executive Director of the employee's department (ex. Principal, Operations Director, etc.). Paid professional development that occurs outside of an employee's regular work schedule must be approved by the Finance Director and may be limited to the availability of professional development budgets or grant funds.

**Travel Reimbursement**

Edison School may directly pay for travel expenses or may provide reimbursement to employees at a designated rate.

Edison School employees will be reimbursed for approved out-of-town travel for professional purposes. The Operations Director will approve overnight travel, air travel, and participation in seminars or other business events. Air travel should be by coach-class only at the lowest reasonable rates. Reimbursement for travel in one's own automobile will be at the current IRS mileage rate for business miles. Note that this rate includes the cost of gasoline, but does not include tolls or parking, which may be reimbursed separately.

Employees should make every effort to find the lowest reasonable lodging. Daily meal allowances are \$41 per day set at a base year of 2018, with an annual adjustment based on inflation per calendar year, using data from the Bureau of Labor Statistics. These allowances provide guidance for overall travel expenses. However, receipts must still be submitted in order to receive reimbursements for any expenses, or to account for all expenses charged to an Edison School of Innovation credit card. Exceptions must be approved by the Finance Manager.

No one may be reimbursed for alcoholic beverages from funds of Edison School of Innovation.

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**PAYROLL**

Employees may login to "Zenefits" to review their paycheck, with full accounting of all deductions. Those participating in direct deposit will find their total take home pay credited to their checking and savings account on the pay date, or sooner (i.e., those paydays falling on a holiday), and those electing to physically receive their paycheck will have their paycheck distributed or mailed on the pay date.

**Direct Deposit**

An employee may elect to set up a direct deposit of their paychecks into their checking or savings account at any number of banks or credit unions. Any school employee may use this feature except those whose wages are being garnished or

assigned, those who draw part of their salary from CETA sources, and substitute/temporary employees. Direct deposit can be set up or modified at any time in “Zenefits”.

### **Payday**

Employees are paid biweekly. Direct deposit paychecks are deposited by Friday morning. Live checks are distributed or mailed on Fridays. Certified employees, working less than twelve (12) months in the year, are given twenty-six (26) pays by default, and may request twenty-three (23) pays conditional upon approval by the Finance Director. Classified and Administration employees will only be paid during the months worked.

### **Payroll Deductions**

The following mandatory deductions will be made from every employee’s gross wages: federal income tax, Social Security and Medicare tax, and state taxes. For employees that meet Arizona State Retirement enrollment guidelines, retirement will also be withheld at the current rate.

Employees must complete a federal withholding allowance certificate, IRS Form W-4, in “Zenefits” during onboarding, as well as an Arizona state withholding (A-4) election. The employee may fill out a new W-4 or A-4 at any time when his or her circumstances change. Employees are expected to comply with the instructions on Form W-4 and Form A-4. Questions regarding the propriety of claimed deductions may be referred to the IRS in certain circumstances.

Other deductions may include elected insurance premiums not paid by the company. Premiums are deducted from each regular bi-weekly paycheck.

### **Timekeeping**

Hourly employees are required to clock in and out for their shift and for lunch break if applicable. Hourly employees should report to work no more than seven (7) minutes prior to the scheduled start time and should stay no more than seven (7) minutes after the scheduled finish time, unless prior authorization from the employee’s supervisor is given. Lunch breaks are unpaid and are a minimum of thirty (30) minutes long.

It is the employee’s responsibility to clock in/out and communicate any changes with the employee’s supervisor. If the employee fails to report discrepancies with work hours in a timely manner, the hours may be left off the payroll and delayed to the following pay period. The employee’s supervisor or designee will review and approve timeclock submissions to payroll.

### **Fair Labor Standards Act (FLSA)**

**Non-exempt:** A non-exempt employee is one who is entitled to the minimum wage and/or overtime pay protections of the FLSA.

**Exempt:** An exempt employee is not entitled to overtime pay. An exempt employee must meet a salary level test and must perform exempt job duties. These requirements are outlined in the Fair Labor Standards Act Regulations.

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### **WORKPLACE GUIDELINES**

#### **Dress Code**

All employees represent Edison School of Innovation; therefore, professional appearance is expected in order to support a positive educational environment.

The employee’s dress code and appearance should be:

- Reflective of the employee's position as a role model when representing Edison School of Innovation.
- Conducive to the employees' tasks and/or environment.
- Consisted of clothing and apparel that is clean, modest, and safe.

As a support to employees and administrators, the following guidelines are suggested for instructional staff (both certified and classified staff) to clarify expectations. The guidelines contained herein are the school's minimum guidelines, and not an exclusive list. Administrators may develop more restrictive guidelines for their campus, but they may not create less restrictive guidelines. Directors may develop alternative guidelines for their department. The department guidelines may take into account the employee's job duties and work environment. Employees must always consider that their employment placed them in the position of role models for students. Employees shall be expected to exhibit a professional image to students, parents, and the community. Dress and appearance of certified and classified personnel are to be professional and appropriate for the employee's job description. For example, while denim jeans and shorts would not normally be considered standard professional attire, there are occasions/tasks where these would be deemed appropriate (i.e., fundraising, safety). Capri pants are acceptable. Each school may designate specific activities related to school spirit when jeans may be worn. In contrast, the following are considered unprofessional:

- Rubber flip flops or thong shoes (unstable sole which folds in on itself).
- Clothes and accessories, tattoos, jewelry/piercings, hair colors (extreme colors), etc., that are offensive and/or distracting to the learning environment.
- Facial piercings, tongue piercings, excessive earrings.
- Hats, bandanas – Hats may be worn on outside duty for sun coverage.

Modest and professional dress is defined as follows:

- No visible cleavage.
- No visible undergarments.
- Clothes not worn too tight, too loose, or transparent.
- No bare midriffs.
- Skirts should be the appropriate length (no more than three (3) inches above the knee) to allow for standing or sitting in public.
- No bare shoulders (strapless, spaghetti straps or tops with straps less than two (2) inches wide) unless worn under jacket, blouse; dress or sweater). However, sleeveless blouses that meet all the other criteria within this regulation may be acceptable.
- Exercise pants, sweatpants, sweatshirts, shorts, or other athletic clothing should not be worn unless teaching Physical Education, or supervising specific physical education related activities such as Field Days, etc.
- Men's shirts should have a collar, unless school spirit shirt or where shirt can be deemed professional by other standards (for example, crewneck sweaters).

Neat clothing is clothing/apparel with:

- No holes/tears
- Not excessively wrinkled

When addressing professional dress expectations with their staff, the supervising administrator has the decision making authority.

## **Drug-Free Workplace**

No employee shall violate the law or school policy in the manufacture, distribution, dispensing, possession, or use, on or in the workplace, of alcohol or any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other

controlled substance, as defined in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation at 21 C.F.R 1300.11 through 1300.15.

Workplace includes any school building or any school premises and any school-owned vehicle or any other school-approved vehicle used to transport staff members or students to and from school or school activities or on school business. Off school property, the workplace includes any school-sponsored or school-approved activity, event, or function where students or staff members are under the jurisdiction of the school. In addition, the workplace shall include all property owned, leased, or used by the school for any educational or school business purpose.

Any employee who has been convicted under any criminal drug statute for a violation occurring in the workplace, as defined above shall notify the supervisor within five (5) days thereof that such conviction has occurred.

As a condition of employment, each employee shall abide by the terms of the school policy respecting a drug-free workplace. Any employee who violates this policy in any manner is subject to discipline, which may include, but is not limited to, dismissal.

## **Drug and Alcohol Testing of Transportation Employees**

The school is committed to the establishment of a drug and alcohol misuse prevention program that meets or exceeds all applicable requirements of the Omnibus Transportation Employee Testing Act of 1991 (Omnibus Act). All statements in this document will be interpreted so as to conform to the Department of Transportation rules.

Each employee of the school who is required to have a commercial driver's license (CDL) for performance of job functions shall be prohibited from:

Reporting for duty or remaining on duty to perform safety-sensitive functions as defined in 49 CFR 382.107 while having an alcohol concentration of 0.04 or greater. [49 CFR 382.201]

- Being on duty or operating a commercial motor vehicle (school bus) while the driver possesses alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines containing alcohol (prescription or over-the-counter), unless the packaging seal is unbroken. [49 CFR 382.204]
- Using alcohol while performing safety-sensitive functions. [49 CFR 382.205]
- Performing safety-sensitive functions within eight (8) hours after using alcohol. [49 CFR 382.207 and R17-9-104]
- Using alcohol within eight (8) hours following an accident or prior to undergoing a post-accident alcohol test, whichever comes first. [49 CFR 382.299]
- Refusing to submit to an alcohol or controlled substance test as required under post-accident, random, reasonable suspicion or follow-up testing requirements in DOT rules. [49 CFR 382.211]
- Reporting for duty or remaining on duty, requiring the performance of safety-sensitive functions, when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. [49 CFR 382.213]
- Reporting for duty, remaining on duty, or performing a safety-sensitive function if the driver tests positive for controlled substances. [49 CFR 382.215]

A driver will inform the supervising administrator of any therapeutic drug use. [49 CFR 382.213]

Drugs as used in this policy refer to controlled substances as covered by the Omnibus Act and to drugs circumscribed by the Arizona Revised Statutes, Title 13, Chapter 34.

All drivers shall be subject to pre-employment/pre-duty drug and alcohol testing, including reasonable suspicion, random, and post-accident testing accord with the regulations of the Omnibus Act. If applicable, return to duty and follow up testing shall be required in accord with regulations of the Omnibus Act. [49 CFR 382.301 et seq.]

All offers of employment with the school for drivers will be made contingent upon pre-employment test results. An applicant testing positive for alcohol or controlled substances will not be employed. [49 CFR 382.505]

A transportation employee who refuses to submit to drug and alcohol testing or whose test results are positive may be disciplined in accordance with school policy up to and including being terminated from employment. [A.R.S. 15-513]

Each driver who engages in the conduct prohibited herein shall:

- Be advised of resources available to the driver in evaluating and resolving problems associated with drug or alcohol use, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.
- Be evaluated by a substance abuse professional, who shall determine what assistance, if any, the employee needs to resolve drug or alcohol problems.
- Before return to duty in a safety-sensitive position, undergo a return-to-duty alcohol test with a result indicating less than 0.02 or a substance test with a verified negative result.
- If identified as needing assistance by a substance abuse professional, be evaluated by a substance abuse professional to determine if that driver has properly followed any rehabilitation program prescribed, and be subject to unannounced follow-up tests following return to duty in accord with federal regulations. [49 CFR 382.605]

The school shall assume the cost for the initial evaluation by a substance abuse professional to determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substance use. Evaluation and rehabilitation of the employee, if the employee is allowed to return to work in any position, shall be in accordance with 49 CFR 382.605 and by a substance abuse professional paid by the employee.

The school shall assume the costs of the drug and alcohol testing of a transportation employee. If the results of the test are positive, the school may charge the costs of the test to the tested employee. The cost charged to the employee is limited to the actual costs incurred as a result of testing. If the results of a test are negative, the school shall not charge the costs of testing to the tested employee. [A.R.S. 15-513]

The Operations Director is responsible for supervision of the school drug and alcohol misuse prevention program. The Operations Director will develop procedures for the implementation of the program in compliance with the applicable provisions and regulations of the Omnibus Transportation Employee Testing Act of 1991 and Arizona Revised Statutes.

## **Furniture and Equipment**

The school's furniture and equipment are company property. All school property is intended to be used for educational purposes. Employees are not to use school property for personal use. This includes computers, copiers, tables, chairs, instruments, maintenance tools, etc.

## **Injured On the Job**

If you are injured on the job you must report the injury to your supervisor on the same day the injury occurred, if not immediately. All workplace or job-related injuries and accidents must be reported to the school office not later than five (5) days following the incident.



The employee and the supervisor will complete an incident report at a minimum. More information may be required or requested depending upon the situation. The employee's address and phone number are required so that proper follow-up contact can be made by the Operations Director and the school insurance carrier.

If the employee chooses to seek medical treatment the Operations Director and immediate supervisor must be notified immediately. If you opt to seek medical treatment the school will coordinate with its worker's compensation insurance company to schedule treatment. If the employee goes to the same medical provider for the same injury two (2) times the employee has declared that medical provider as the primary care for the injury.

The Operations Director and immediate supervisor must be notified immediately if the employee will miss work or if the doctor has put the employee on restricted duty. A copy of all notes and restrictions from the doctor must be provided to the Operations Director.

All attempts will be made to provide the employee with reasonable modified duties to assist the employee in returning to the workplace and full-duty as soon as possible. The employee will adhere to all instructions and guidelines of the modified position. Refusal to accept the modified position will be construed as a refusal to work. Modified/restricted positions will be compensated at the pay rate established by the school for that position not to exceed the pay rate for the employee's regular position. Modified duty scheduling and location is not intended to be identical to the employee's previous location and/or schedule. However, the position will be at a location and/or have a schedule that is comparable to the employee's previous position.

The duties of the position and the schedule will comply with all physician's restrictions as well as be flexible to allow the employee to attend all reasonably scheduled appointments relative to the injury. A copy of all appointments scheduled must be submitted to the Operations Director as soon as possible. Following the appointments, the Operations Director must be provided with a copy of all prescriptions prescribed and a copy of any updated restrictions or pertinent notes written by the physician.

Modified/restricted duties may be altered if the restrictions are changed or if the supervisor has reasonable cause. It is the employee's responsibility to notify their immediate supervisor if there has been a change in the work restrictions.

An employee is not allowed to return to work following the injury until the doctor has released the employee. The Operations Director and supervisor should be notified as soon as the doctor releases the employee.

### **Meal and Rest Periods (Nonexempt/Hourly Staff)**

Lunch periods are unpaid, duty free breaks and must be a minimum of thirty (30) minutes long. At the supervisor's option, variations to the lunch break may be approved. Lunch breaks should be taken away from the employee's workstation. The thirty-minute lunch/meal break should not be regularly scheduled at the beginning or end of the employee's shift.

Rest periods or "break times" are considered to be part of the regular workday and are granted on a daily "use or lose" benefit only. The rest periods may not be accumulated beyond one workday to be used for time off. Utilization of these rest periods shall be scheduled at the discretion of the employee's immediate supervisor: a ten (10) minute break may be authorized for every four (4) hours worked. Breaks should not interfere with the school office operation during office hours. Breaks should be taken in designated areas if possible.

### **Political Activities**

The Board recognizes the right of its employees, as citizens to engage in political activity. However, school time, personnel, equipment, supplies, materials, buildings, or other resources may not be used to influence the outcomes of elections.

A staff member, a person acting on behalf of the school or a person who aids another person acting on behalf of the school shall be guided by the following:

- No employee shall engage in political activities upon property under the jurisdiction of the Board. Employees in their individual capacities may exercise their political liberties on property leased from the school for that purpose.
- The prohibition on the use of public resources to influence the outcome of elections includes the use of school-focused promotional expenditures that occur after an election is called and through election day. This prohibition does not include routine school communications which are messages or advertisements that are germane to the functions of the school and that maintain frequency, scope and distribution consistent with past practices or are necessary for public safety.
- Campaigning and other election activities must be done in off-duty hours, when not working in an official capacity or representing the school, and without the participation of school employees or students acting in the capacity of school representatives.
- Invitations to participate in election activities on a given campus, except when extended by groups leasing or using school facilities, shall be permitted only when such invitations are to all candidates for the office. The rental use of school property by a private person or entity that may lawfully attempt to influence the outcome of an election is permitted if it does not occur at the same time and place as a related school-sponsored forum or debate.
- Political circulars or petitions may not be posted or distributed in school.
- The collection of campaign funds and/or the solicitation of campaign workers are prohibited on school property.
- Students may not be given written materials to influence the outcome of an election or to advocate support for or opposition to pending or proposed legislation.
- Students may not be involved in writing, addressing or distribution of material intended to influence the outcome of an election or to advocate support for or opposition to pending or proposed legislation.

Employees of the school may not use the authority of their position to influence the vote or political activities of any subordinate employee.

School employees who hold elective or appointive office are not entitled to time off from their school duties for reasons incident to such offices, except as such time may qualify under the leave policies of the Board.

The discussion and study of politics and political issues, when such discussion and study are appropriate to classroom studies, are not precluded under the provisions of the policy.

School employees shall be permitted time as provided in statute, if required, to vote in the primary or general election.

Nothing in this policy shall preclude the school from producing and distributing impartial information on elections.

The school shall not make expenditures for literature associated with a campaign conducted by or for a school official.

## **Workday Schedule**

All staff members shall report to work on time each workday and shall, as scheduled, be available to work until the designated time they are scheduled to leave. The Principal may alter or extend the school day for meetings, special events, and activities.

Teachers are expected to be in their respective rooms or work areas as the schedule prescribes so that they may see students, parents, and/or attend to other duties as assigned. In order to ensure the safety of students and the security of

school campuses, teachers may be assigned supervisory duty during the teaching day. These duty assignments shall be considered a regular part of a teacher's duties and shall be fulfilled accordingly.

Teachers will perform duties other than classroom teaching. Extra duty assignments will be made by the Principal.

## **Sexual Harassment**

All individuals associated with this school, including, but not necessarily limited to, the Governing Board, the administration, the staff, and students are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment.

Sexual harassment includes unwelcome advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when made by a member of the school staff to a student or to another staff member, or when made by a student to another student where:

- Submission to such conduct is either explicitly or implicitly made a term of condition of an individual's employment or education; or
- Submission to or rejection of such conduct is used as a basis for employment or education decisions affecting such individual; or
- Such conduct has the purpose or effect of substantially interfering with an individual's educational or work performance, or creating an intimidating, hostile or offensive employment or educational environment.

Sexual harassment may include, but it is not limited to:

- Suggestive or obscene letters, notes, invitations, derogatory comments, slurs, jokes, epithets, assault, touching, impeding or blocking movement, leering, gestures, or display of sexually suggestive objects, pictures, or cartoons.
- Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction between peers is not considered sexual harassment.)
- Implying or withholding support for an appointment, promotion, or change of assignment; suggesting that a poor performance report will be prepared; suggesting that probation will be failed; implying or actually withholding grades earned or deserved; or suggesting that a scholarship recommendation or college application be denied.
- Coercive sexual behavior used to control, influence, or affect the career, salary, and/or work environment of another employee; or engaging in coercive sexual behavior to control, influence, or affect the educational opportunities, grades, and/or learning environment of a student.
- Offering or granting favors of educational or employment benefits, such as grades or promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors.

Anyone who is subject to sexual harassment, or who knows of the occurrence of such conduct, should inform the Operations Director.

A substantiated charge against a staff member in the school shall subject such staff member to disciplinary action. A substantiated charge against a student in the school shall subject that student to disciplinary action, which may include suspension or expulsion.

All matters involving sexual harassment complaints will remain confidential to the extent possible.

## **Compliance Officer**

The Operations Director shall be the compliance officer. Any person who feels unlawfully discriminated against or to have been the victim of unlawful discrimination by an agent or employee of the school or who knows of such discrimination against another person should file a complaint with the Operations Director. If the Operations Director is the one alleged to have unlawfully discriminated, the complaint shall be filed with the Governing Board.

## **Policy Violation Complaint Procedure**

The school is committed to investigating each complaint and to taking appropriate action on all confirmed violations of policy. The Operations Director shall investigate, and document complaints filed pursuant to this regulation as soon as reasonable. In investigating the complaint, the Operations Director will maintain confidentiality to the extent reasonably possible. The Operations Director shall also investigate incidents of policy violation that are raised by the Governing Board, even though no complaint has been made.

If after the initial investigation the Operations Director has reason to believe that a violation of policy has occurred, the Operations Director shall determine whether or not to hold an administrative hearing and/or to recommend bringing the matter before the Board.

If the person alleged to have violated policy is a teacher or an administrator, the due process provision of the school's policy shall apply, except that the supervising administrator may be assigned to conduct the hearing. In cases of serious misconduct, dismissal or suspension proceedings may be initiated by the Board.

If the person alleged to have violated policy is a support staff employee, the Operations Director may follow due process and impose discipline if the evidence so warrants.

If the Operations Director's investigation reveals no reasonable cause to believe policy has been violated, the Operations Director shall so inform the complaining party in writing. The complaining party may appeal the decision to the Board.

## **Smoking**

The possession or use of tobacco products, tobacco substitutes, electronic cigarettes, other chemical inhalation devices, or vapor products is prohibited in the following locations:

- School grounds
- School buildings
- School parking lots
- School playing fields
- School buses and other school vehicles
- Off-campus school-sponsored events

The prohibitions do not apply to an adult when possession or use of the tobacco products are for demonstration purposes as a necessary instructional component of a tobacco prevention or cessation program that is approved by the Principal.

## **Staff Conduct**

All employees of the school are expected to conduct themselves in a manner consistent with effective and orderly education and to protect students and school property. No employee shall, by action or inaction, interfere with or disrupt

any school activity or encourage any such disruption. No employee shall carry or possess a weapon on school grounds. All employees shall at all times attempt to maintain order, abide by the policies, rules, and regulations of the school.

### **Reporting Incidents on School Campus**

Staff members are to report any suspected crime against a person or property that is a serious offense, involves a deadly weapon or dangerous instrument or that could pose a threat of death or serious injury to employees, students, or others on school property. All such reports shall be communicated to the Principal who shall be responsible for reporting to local law enforcement.

Staff members are to report any other incidents that involves a liability to employees, students, or others on school property. All such incidents shall be communicated to the Principal or designee who shall be responsible for creating an incident report and assigning to appropriate staff for further investigation or action if necessary.

### **Use of Physical Force on Minors**

Any administrator, teacher, or other school employee entrusted with the care and supervision of a minor may use reasonable and appropriate physical force upon the minor to the extent reasonably necessary and appropriate to maintain order. Similar physical force will be appropriate in self-defense, in the defense of other students and school personnel, and to prevent or terminate the commission of theft or criminal damage to the property of the school or the property of persons lawfully on the premises of the school.

The threat or use of physical force is not justified as a response to a verbal provocation alone, nor when the degree of physical force used is disproportionate to the circumstances or exceeds that necessary to avoid injury to oneself or to others or to preserve property at risk.

Any use of physical force on a minor shall be reported to the Principal as soon as feasible.

### **Staff Conduct with Students**

All staff members are expected to exercise general supervision over the conduct of students, not only while in the classroom, but also before and after school and during recess. At all times, staff members will treat students with dignity and respect and avoid embarrassing any student unnecessarily.

Students are expected to regard all school employees as individuals who are employed to provide direct or indirect contributions to learning. While students are to have considerable latitude in making choices for themselves, they shall be expected to respect the rights of all school employees. Interference with those rights may subject the student to disciplinary action in accordance with the student handbook.

All personnel employed by the school are expected to relate to students in a manner that maintains social and moral patterns of behavior consistent with community standards and acceptable professional conduct.

Relationships between staff members and students that include “dating,” “courtship,” or “romantic involvement” are prohibited.

### **Unauthorized Tutoring for Pay**

School facilities are not to be used for private tutoring or classes for which students pay a fee to staff members unless a rental contract has been entered into with the school. Rental contracts and exceptions must be approved by the Operations Director.

## Electronic Acceptable Use Policy

This section defines the boundaries for the “acceptable use” of the school’s electronic resources, including software, hardware devices, network systems, school emails, school social media accounts and other forms of electronic communication.

Appropriate Use: When using the school’s hardware, software and network systems you assume personal responsibility for their appropriate use and agree to comply with this policy and other applicable school policies, as well as city, state, and federal laws and regulations.

Network and Internet: Staff members are responsible for behaving appropriately on the Edison School of Innovation network. Use of the network for illegal or commercial activities is prohibited. The school uses a filtering system to prevent access to educationally inappropriate sites. However, it is important to understand that no solution is perfect and at times, students and staff may access inappropriate sites. Staff members must supervise students while on the Internet. Please contact the school IT Department to report any problems with the filtering system.

Supervision and Monitoring: It shall be the responsibility of all staff members of the to educate, supervise and monitor appropriate usage of the online computer network and access to the Internet in accordance with the Children’s Internet Protection Act [P. L. No. 106-554 and 47USC25 (h)].

E-mail and Data: Staff e-mail accounts are the property of the Edison School of Innovation. Your email account is not guaranteed to be private and should only be used for educational and professional purposes. Employee data stored on a school server or in a cloud environment (i.e., Google Apps for Education) is also considered the property of the Edison School of Innovation.

Software: All software acquired for or on behalf of the school is and shall be deemed school property. All such software must be used in compliance with applicable licenses, notices, contracts, and agreements. All original copies of software must be stored with the school IT Department, unless the media is required to run the software.

Licensing: Each employee is individually responsible for reading, understanding, and following all applicable licenses, notices, contracts, and agreements for software that he or she uses or seeks to use on school computers. Unless otherwise provided in the applicable license, notice, contract, or agreement, any duplication of copyrighted software, except for backup and archival purposes, may be a violation of federal and state law. In addition to violating such laws, unauthorized duplication of software is a violation of the school’s Acceptable Use Policy.

Software Standards: Employees that require software other than what is installed on the computer image must send a request to the school IT Department. Each request will be considered on a case-by-case basis in conjunction with the Software and Purchasing sections of this policy.

Hardware: All hardware devices acquired for or on behalf of the school is and shall be deemed school property. All such hardware devices must be used in compliance with applicable licenses, notices, contracts, and agreements.

Copiers & Printers: Employees may be given access to copiers & laser printers on the school network. Employees needing computer hardware other than what is stated may make a request to their supervisor.

Purchasing: All purchasing of school computer devices and software shall be coordinated with the technology department to ensure that all purchases conform to applicable specification requirements and standards.

Non-school Equipment: Employees may not connect or install any computer hardware, hardware components or software, which is not school property, to the school's internet network without the prior approval of the school IT Department, with the exception of cellular devices or tablets to be used for personal use only. Consideration for approval of non-school equipment will be given if the request is for educational purposes. Students may not use any non-school equipment that has not been approved by the technology department.



Violations and Penalties: An employee who violates the electronic policy may be subject to corrective or disciplinary action based on the nature of the specific violation. Disciplinary action may include but not be limited to reprimand, suspension, termination of employment, civil or criminal prosecution under federal and/or state law.

## **Copyright Compliance**

Edison School of Innovation expects staff members to abide by the provisions of the United States copyright law. Subject to certain specific exceptions, the owner of a copyright has the exclusive rights to reproduce, distribute, perform, or display the copyrighted work, or to authorize such reproduction, distribution, performance, or display by others.

Unlawful copies of copyrighted materials may not be produced or used on school-owned equipment, in school-owned facilities, or at school-sponsored functions. The legal and insurance protection of the school will not be extended to employees who violate copyright law.

An exception to the exclusive rights enjoyed by copyright owners is the doctrine of fair use. The fair use of a copyrighted work for purposes of teaching, scholarship, or research is not an infringement of copyright. All of the following factors shall be considered in determining fair use:

- The purpose and character of the use, including whether the use is of a commercial nature or for nonprofit educational purposes.
- The nature of the copyrighted work.
- The amount and importance of the portion used in relation to the copyrighted work as a whole.
- The effect of the use upon the potential market for or value of the copyrighted work.

A further exception shall be performance or display of a work by instructors or students in the course of face-to-face teaching activities in a classroom or other similar place devoted to instruction.

### Audio/Visual Materials

The use of audio-visual materials, video recordings, or television for entertainment or reward is a violation of the Copyright Law unless public performance rights were purchased for the program. Under the Fair Use Guidelines, a program can be used for educational purposes without the purchase of the public performance rights under certain circumstances:

- The performance must be presented by instructors or pupils; and
- The performance must occur in the course of face-to-face teaching activities; and
- The performance must take place in a classroom or similar place of instruction in a non-profit educational institution;
- And the performance must be of a legally acquired copy of the work.

### Computer Software

While computer programs do receive protection under the 1980 amendments to the Copyright Act, software is governed more by license agreement than by copyright law. It is, therefore, imperative that educators read and understand the software's licensing restrictions printed in the copyright statements. All software to be used on school-owned hardware must be pre-approved by the school Technology Department before being purchased and loaded.

### Print Materials

The making of single copies of printed materials by teachers and students is permitted for research, teaching, or preparation for teaching. Making multiple copies for students is acceptable provided certain tests are met:

- Brevity – How much of the work is being copied. One (1) chapter of a book may be okay, but one (1) page of a poem may be too much.
- Spontaneity – If the decision by a teacher to use a certain work in class is so close to the time it will have to be used that there is no reasonable possibility of obtaining permission, then copying is permitted on a one-time basis.
- Cumulative Effect – The copying is not a substitute for the purchase of books and periodicals. The copying will be done on a one-time basis. Future uses of that material will require the teacher to obtain permission or to purchase the material.

## **Family Educational Rights and Privacy Act (FERPA) Confidentiality and Security Agreement**

The purpose of this Agreement is to provide the terms under which Employee is required to maintain the confidentiality and security of any and all School records subject to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”) which Employee will create, receive, or maintain on behalf of School.

1. FERPA. The Parties understand and agree that:

1.1 As part of the work (“Work”) that Employee will provide, Employee is expected to create, receive or maintain, records or record systems from or on behalf of School that (a) are subject to FERPA or (b) contain personally identifiable information from “Education Records” as defined by and subject to FERPA (collectively, “FERPA Records”). FERPA Records include all data in any form whatsoever, including electronic, written and machine readable form.

1.2 Notwithstanding any other provision of the Agreement, this Agreement or any other agreement, all FERPA Records created, received or maintained by Employee pursuant to the Agreement will remain the sole and exclusive property of School.

2. FERPA Compliance. In connection with all FERPA Records that Employee may create, receive or maintain on behalf of School pursuant to the Agreement, Employee is designated as a School Official with a legitimate educational interest in and with respect to such FERPA Records, only to the extent to which Employee (a) is required to create, receive or maintain FERPA Records to carry out the contracted services, and (b) understands and agrees to all of the following terms and conditions without reservation:

2.1 Prohibition on Unauthorized Use or Disclosure of FERPA Records: Employee will hold School FERPA Records in strict confidence. Employee will not use or disclose FERPA Records received from or on behalf of School, including any FERPA Records provided by a School student or parent directly to Employee, except as permitted or required by the Agreement.

2.2 Maintenance of the Security of FERPA Records: Employee will use the administrative, technical and physical security measures, including secure encryption in the case of electronically maintained or transmitted FERPA Records, approved by School to preserve the confidentiality and security of all FERPA Records received from, or on behalf of School, its students or any third party pursuant to the Agreement.

2.3 Reporting of Unauthorized Disclosures or Misuse of FERPA Records and Information: Employee, within one (1) day after discovery, will report to School any use or disclosure of FERPA Records not authorized by this Agreement. Employee’s report will identify: (i) the nature of the unauthorized use or disclosure, (ii) the FERPA Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Employee has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Employee has taken or will take to prevent future similar unauthorized use or disclosure. Employee will provide such other information, including written reports, as reasonably requested by School. For purposes of this Section 2.3, an unauthorized disclosure or use includes any access or use of an “Education Record” (as defined by FERPA) by an Employee who is not required to perform Work or access that does not involve the provision of Work.

2.4 Right to Audit: If School has a reasonable basis to believe that Employee is not in compliance with the terms of this Agreement, School may audit Employee's compliance with FERPA as Employee's compliance relates to School's FERPA Records maintained by Employee.

3. Return of FERPA Records. Employee agrees that no later than ten (10) days after expiration of contract or termination of employment for any reason, Employee will halt all access, use, creation, or processing of FERPA Records and will return to School all FERPA Records, including any copies created by Employee.

4. Disclosure. Employee will restrict disclosure of FERPA Records solely to those employees, contractors, or agents of School that have a need to access the FERPA Records in order for Employee to perform its obligations under the Agreement. If Employee discloses any FERPA Records to a contractor or agent, School will require the contractor or agent to comply with restrictions and obligations that align with the restrictions and obligations imposed on Employee by the Agreement, including requiring each contractor or agent to agree to the same restrictions and obligations in writing.

5. Termination. This Agreement will remain in effect until ten (10) days after expiration of contract or termination of employment for any reason. Sections 2, 3, 4, and 6 of this Agreement will survive expiration or termination of the Agreement.

6. Breach. In the event of a breach, threatened breach or intended breach of this Agreement by Employee, School (in addition to any other rights and remedies available to School at law or in equity) will be entitled to preliminary and final injunctions, enjoining and restraining such breach, threatened breach or intended breach.

7. Governing Law. The validity, construction, and performance of this Agreement are governed by the laws of the State of Arizona, and suit may be brought in Maricopa County, Arizona to enforce the terms of this Agreement.

8. Non-Assignment. The rights and obligations of the Parties under this Agreement may not be sold, assigned or otherwise transferred.