

# **BEEKMAN CHARTER SCHOOL**

## **Employee Handbook**

**2023-2024**

## Table of Contents

<b>Mission Statement .....</b>	<b>4</b>
--------------------------------	----------

### **Section 1: Employment**

1.1 At-Will Employment .....	5
1.2 Employee Categories.....	5
1.3 Criminal History & Educational History .....	6
1.4 Conflict of Interest & Outside Employment.....	7
1.5 Immigration Law Compliance .....	8
1.6 Work Product Ownership .....	8
1.7 Public Relations .....	9
1.8 Whistleblower Policy.....	9
1.9 Open Door Policy .....	10

### **Section 2: Employment Policies & Procedures**

2.1 Equal Opportunity Employment .....	10
2.2 Disability Accommodation.....	11
2.3 Harassment Policy .....	11
2.4 Grievance Procedure .....	15
2.5 Substance Abuse Policy & Procedure .....	16
2.6 Smoking Policy .....	19
2.7 Personnel Files .....	19
2.8 Personnel Data Changes .....	19
2.9 Inclement Weather/Emergency Closings.....	20
2.10 Dress Code.....	20
2.11 Attendance/Punctuality/Dependability .....	20

### **Section 3: Employee Communications**

3.1 E-mail and Internet Policy .....	21
3.2 News Media Contacts.....	28
3.3 General Employee Safety .....	28
3.4 Nepotism .....	30
3.5 Violence in the Workplace .....	30
3.6 Solicitation/Distribution.....	30

**Section 4: Performance**

4.1 Employee Performance Review & Planning Sessions .....31  
4.2 Corrective Action.....31  
4.3 Discipline..... 32  
4.4 Standards of Conduct..... 33  
4.5 Physical Contact with Students & Other Staff Members..... 34  
4.6 Reporting Child Abuse ..... 36  
4.7 Confidentiality to Access Student Records..... 36  
4.8 Liability ..... 37

**Section 5: Wage and Salary Policies**

5.1 Payment of Salary and Salary Increments..... 38  
5.2 Overtime Policy .....38  
5.3 Time Records ..... 38  
5.4 Wage Garnishments/Tax Levies..... 39  
5.5 Error in Pay ..... 39

**Section 6: Benefits and Time Off**

6.1 Employee Benefits Purpose & Policy ..... 39  
6.2 Sick/Personal Days .....41  
6.3 Beekman Charter School Extended Leave Policy..... 42  
6.4 Family Medical Leave Act ..... 47  
6.5 School Holidays.....50  
6.6 Vacation.....50  
6.7 Jury Duty.....50  
6.8 Military Leave.....51  
6.9 Bereavement..... 52  
6.10 Professional Development ..... 52

**Section 7: Separation of Employment**

7.1 Resignation..... 53  
7.2 Dismissals..... 53  
7.3 Post Resignation/Termination Procedure .....55

**Appendix.....55**

## **Mission Statement**

Beekman Charter School's focus is on excellence—excellence in teaching and excellence in student achievement. It is our goal to provide all children we hope to serve with an education experience that helps them achieve their potential and that challenges them to work hard and take pride in their work. Out of this desire has grown the goal of producing an academic program with high expectations for all involved in the educational process, namely the students, the faculty, the parents and the community as a whole. It is our belief that by fostering a rigorous disciplined academic environment that we can prepare a diverse group of students for college, career, and beyond.

The mission at Beekman Charter School is to make available to all students a high-quality education which will not only enable them to achieve academically, but will also allow them to encourage lifelong learning and responsible citizenship. It is our vision that students will not only gain the knowledge and skills needed to succeed in today's world, but will also develop the character and sense of personal responsibility that will prepare them for a promising future.

The educational philosophy of Beekman Charter School can be summed up in the following statement: In collaboration with parents and the community at large, Beekman Charter School will provide a safe, disciplined environment and a challenging curriculum that will produce high-achieving responsible students who will be equipped to become productive adults and community leaders.

It is our school motto that We Believe all Children can Succeed at High Levels!

## Section 1: Employment

### 1.1 At-Will Employment:

All employment at Beekman Charter School is “at will.” This means that both employees and Beekman Charter School have the right to terminate employment at any time, with or without advance notice (although we request and try to give ten days notice), and with or without cause. No one other than the Principal has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing and must be signed by the Principal. In addition, Beekman Charter School maintains a highly flexible culture.

An employee’s position and/or job description may be changed at any given time by his or her supervisor. Nothing in this manual is intended to change this policy. However, Beekman Charter School will not discharge an employee who has legitimately invoked the Whistleblower Protection Policy; for exercising their right to vote or to their political affiliation; answering the call for military duty; exercising their right of association; answering the call to jury duty; for filing a workers’ compensation claim; or for receiving an order for wage garnishment.

### 1.2 Employee Categories (Status):

Based upon the conditions of employment, all employees of Beekman Charter School are classified as either full-time, part-time or temporary, and exempt or non-exempt. Please also note that the employee benefit plans applicable to Beekman Charter School employees may define “full-time” and “part-time” differently for purposes of determining eligibility for benefits and for purposes of benefit administration. In such circumstances, the definitions contained in the applicable benefit plans shall govern.

An employee who regularly works at least 37.5 to 40 hours in a week is considered to be a *full-time* employee.

*Part-time* employees are classified as exempt or non-exempt and work a regular schedule of less than 37.5 hours per week. Part-time employees do not receive any additional compensation or benefits. Employees are responsible for meeting all timekeeping requirements as required by Beekman Charter School’s payroll processes.

*Temporary* employees (such as an intern paid on a stipend) are hired for a specified project or time frame (typically less than six months) and may be full or part-time employees. Temporary employees do not receive any additional compensation or benefits provided by Beekman Charter School.

*Exempt* employees are classified as such if their job duties are exempt from the overtime provisions of the Federal and State Wage and Hour Laws (this generally includes teachers and academic administrative employees). Exempt employees are not eligible

for overtime pay. Exempt employees are, generally, faculty, professional and administrative staff. Their salaries are calculated on a periodic basis (all salaries, however, are paid on a monthly basis at Beekman Charter School).

*Non-Exempt* employees are paid a salary based on an hourly rate and receive overtime pay in accordance with our overtime policy. Their salaries are calculated on an hourly basis (all wages, however, are paid on a monthly basis at Beekman Charter School). Prior approval of a supervisor is required before any non-exempt employee works overtime. Employees working overtime without prior approval will be subject to disciplinary action. Employees are responsible for meeting all timekeeping requirements as required by Beekman Charter School's payroll processes.

Beekman Charter School also occasionally uses *independent contractors and non-school employees* (e.g., Morehouse Parish School Board employees) to perform certain services. Independent contractors and employees of other entities such as the Morehouse Parish School Board are not employees of Beekman Charter School and this handbook does not apply to them, except to the extent that they shall be required to conduct themselves in accordance with Beekman Charter School's conduct standards. Similarly, they are not eligible for the benefits described in this handbook.

### **1.3 Criminal History & Educational History**

As a condition of their employment, all employees are required to submit to a criminal history review. A criminal history review through the Louisiana Department of Public Safety and Corrections, Office of State Police, Bureau of Criminal Identification, shall be administered. The criminal history review shall include a fingerprint check and simultaneous FBI and Department of Justice check. Individuals who refuse to submit to a criminal history review or whose criminal history review reveals that they have been convicted of a crime or have violated the law may not be offered employment and/or may be subject to termination. Individuals whose criminal history review reveals that they have been convicted of a felony will not be offered employment and/or will be terminated. Individuals whose criminal history reveals that they have been convicted of or have pleaded *nolo contendere* to a crime listed in LA-R.S. 15:587.1(C) will not be offered employment for a position of supervisory or disciplinary authority over school children unless approved in writing by a district judge of the parish and the district attorney. No person employed or otherwise associated with Beekman Charter School, including members of the Board of Trustees, who has been convicted of or has pleaded *nolo contendere* to a crime related to misappropriation of funds or theft shall be engaged in direct processing of charter school funds.

Employees are required to provide official transcripts or submit to an educational verification search to verify units earned/degree received or in-service hours. These requirements must be completed prior to beginning employment, and the information

must be submitted to Human Resources. To the extent permitted by law, Beekman Charter School may require that these costs be borne by the employee. Individuals whose educational background differs from that of the job description will not be considered for employment.

#### **1.4 Conflict of Interest & Outside Employment**

Just as Beekman Charter School expects the highest personal conduct from our students, we expect you to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of Beekman Charter School. Business dealings that appear to create a conflict between the interests of Beekman Charter School and an employee are unacceptable. Beekman Charter School recognizes your right to engage in activities outside of your employment which are of a private nature and unrelated to our business. However, you must disclose any possible conflicts so that Beekman Charter School may assess and prevent potential conflicts of interest from arising. Please disclose actual or potential conflicts of interest, in writing, to your supervisor. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (*i.e.*, spouse or significant other, children, parents, siblings) as a result of Beekman Charter School's business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones that most frequently present problems. If you have any question whether an action or proposed course of conduct would create a conflict of interest, you should immediately contact your supervisor to obtain advice on the issue. The purpose of this policy is to protect you from any conflict of interest that might arise. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

##### *Outside Employment*

If you are a full time employee we expect that you devote your full professional effort to your position at Beekman Charter School. If you wish to participate in outside work activities you are required to obtain written approval from the Principal prior to starting those activities. Approval will be granted unless the activity conflicts with Beekman Charter School's interest. In general, outside work activities are not allowed when they:

- Prevent you from fully performing work for which you are employed at Beekman Charter School
- Involve organizations that are doing or seek to do business with Beekman Charter School, including actual or potential vendors
- Violate provisions of law or Beekman Charter School's policies or rules

In cases of conflict with any outside activity, your obligations to Beekman Charter School must be given priority. Full-time employees are hired and continue in Beekman Charter School's employ with the understanding that Beekman Charter School is their primary employer and that other employment, commercial involvement or volunteer activity which is in conflict with the business interests of Beekman Charter School is strictly prohibited. Beekman Charter School's office space, equipment and materials are not to be used for outside employment.

Raising student achievement is hard work! From time to time Beekman Charter School might ask you to work beyond your normally scheduled hours. Beekman Charter School asks that full-time employees perform this work when requested.

### **1.5: Immigration Law Compliance**

Beekman Charter School employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Beekman Charter School within the past three years or if their previous I-9 is no longer retained or valid.

### **1.6: Work Product Ownership**

Please be aware that Beekman Charter School retains legal ownership of the product of your work. No work product created while employed by Beekman Charter School can be claimed, construed, or presented as property of the individual, even after employment by Beekman Charter School has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for Beekman Charter School, regardless of whether the intellectual property is actually used by Beekman Charter School. Although it is acceptable for you to display and/or discuss a portion or the whole of certain work product as an example in certain situations (*e.g.*, on a resume), please bear in mind that information classified as confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a conflict of interest. In any event, it must always be made clear that work product is the sole and exclusive property of Beekman Charter School.



## **1.7: Public Relations**

The success of Beekman Charter School depends upon the quality of the relationships between Beekman Charter School, its employees, students, parents and the general public. The public impression of Beekman Charter School and its interest in Beekman Charter School will be formed, in part, by Beekman Charter School's employees. Beekman Charter School employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, Beekman Charter School, and Beekman Charter School's services.

Below are several things employees can do to help leave people with a good impression of Beekman Charter School. These are the building blocks for our continued success.

- Communicate with parents regularly.
- Act competently and deal with others in a courteous and respectful manner.
- Communicate pleasantly and respectfully with other employees at all times.
- Follow up on requests and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner. Respond to e-mail and voice mail within 24 hours during the workweek.
- Take great pride in their work and enjoy doing their very best.

For media inquiries, see Section 7.2.

## **1.8: Whistleblower Policy**

Beekman Charter School is committed to maintaining a workplace where employees are free to raise good faith concerns regarding the business practices, specifically:

- Reporting suspected violations of law, including but not limited to federal laws and regulations
- Providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body
- Identifying potential violations of Beekman Charter School policy, specifically the policies contained in the Beekman Charter School Employee Handbook

An employee who wishes to report a suspected violation of law or Beekman Charter School policy may do so confidentially by contacting the School Operations Manager. Operations Manager of Beekman Charter School will conduct or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings directly.

Beekman Charter School expressly prohibits any form of retaliation, including

harassment, intimidation, adverse employment actions, or any other form of retaliation, against employees who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of Beekman Charter School. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to the School Principal.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality, consistent with a full and fair investigation. The Human Resources and Operations Manager of Beekman Charter School will conduct or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings directly.

### **1.9: Open Door Policy**

Beekman Charter School strongly encourages employee participation in decisions affecting them and their daily professional responsibilities. We truly believe that our greatest strength lies in our employees and our ability to work together. To this end, we encourage you to engage in open communications about all aspects of our organization.

Employees are encouraged to openly discuss with their supervisor any problems or suggestions so that appropriate action may be taken. If the supervisor cannot be of assistance, the Principal or Operations Manager is available for consultation and guidance. Beekman Charter School is interested in all employees' success and happiness. We, therefore, welcome the opportunity to help employees whenever feasible.

## **Section 2: Employment Policies & Procedures**

### **2.1: Equal Opportunity Employment**

Equal Employment Opportunity is a fundamental principle at Beekman Charter School, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, national origin, age, disability, political affiliation or belief, or any beneficiary of any program financially assisted under Title 1 of the Workforce Investment Act of 1998 (WIA) on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or on the basis of his/her participation in any Louisiana Department of Labor

program or activity, veteran status, genetic predisposition or carrier status, pregnancy or any other protected characteristic as established by law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

The Operations Manager has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees' questions or concerns should be referred to their supervisor or the Operations Manager.

Appropriate disciplinary action may be taken against any employee willfully violating this policy.

## **2.2: Disability Accommodation (Americans with Disabilities Act Policy Statement)**

Beekman Charter School is committed to complying with all applicable provisions of federal, state and local laws prohibiting discrimination on the basis of disability. It is Beekman Charter School's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, Beekman Charter School will provide reasonable accommodations to a qualified individual with a disability who has made Beekman Charter School aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the school.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Operations Manager. Beekman Charter School encourages individuals with disabilities to come forward and request reasonable accommodations.

## **2.3: Harassment Policy**

It is the policy of Beekman Charter School to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, national origin, sex, sexual orientation, age, disability, marital status, citizenship or any other characteristic protected by law. Beekman Charter School prohibits any such discrimination or harassment. It is our mission to provide a professional work and learning environment free of harassment that maintains equality, dignity, and respect for all. It shall be a violation of this policy for any student, teacher, administrator or other employee of Beekman Charter School to harass a student, teacher, administrator,

or other employee through conduct or communication. This policy applies to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to Beekman Charter School (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

### ***What is Harassment?***

Harassment can take many forms. As used in this Employee Handbook, the term “harassment” includes:

- Offensive remarks, comments, jokes or slurs pertaining to an individual’s race, religion, sex, age, national origin or ancestry, disability, citizenship, veteran status or any other protected status defined by law.
- Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved.
- Offensive physical conduct, including touching, regardless of the gender of the individuals involved, including threats of harm, violence or assault.
- Offensive pictures, drawings or photographs or other communications, including e-mail.
- Threatening reprisals of an employee’s refusal to respond to requests for sexual favors or for reporting a violation to this policy.
- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:
  - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment.
  - Submission to, or rejection of, such conduct by an individual is used as a basis of employment decisions affecting such individual.
  - Such conduct has the purpose or effect of substantially interfering with the individual’s work performance or creating an intimidating, hostile or offensive working environment.

### ***Responsibility***

All Beekman Charter School employees have a responsibility for keeping our work environment free of harassment.

### ***Reporting***

Beekman Charter School requires reporting of all perceived incidents of discrimination, harassment or retaliation, including sexual harassment, regardless of the offender's identity or position. Individuals who believe that they have been the victims of such

conduct shall discuss their concerns with their immediate supervisor, Human Resources or the Operations Manager.

The complaint will be promptly and thoroughly investigated. To the fullest extent practicable and legal, all reports and investigations of sexual harassment will be kept confidential. Any fellow employees and/or supervisors or managers who, after appropriate investigation, are found to have engaged in discrimination, harassment or retaliation of another employee will be subject to disciplinary action, up to and including termination. If any party directly involved in a discrimination, harassment or retaliation investigation is dissatisfied with the outcome or resolution, the individual has a right to appeal the decision, and should submit written comments to the Principal or the President of the Charter Board of Directors.

### ***Investigation/Complaint Procedure***

All complaints of harassment will be promptly investigated. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature and severity of the offense. Appropriate action will also be taken in the event the accusations are intentionally false or malicious in intent.

***Informal Procedure:*** If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify the Principal or the Operations Manager or designee, if the individual so requests, to talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the Beekman Charter School's designated representatives, and such discussion is encouraged. An individual reporting harassment, discrimination or retaliation should be aware; however, that Beekman Charter School may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

***Formal Procedure:*** As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with the Principal or designee. Beekman Charter School encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as Beekman Charter School believes appropriate under the circumstances. If a party to a complaint does not agree with its resolution, that party may appeal to the Principal of Beekman Charter School. False and malicious complaints of harassment, discrimination or retaliation as opposed to complaints which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

### ***Retaliation***

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

### ***Conclusion***

This policy was developed to ensure that all employees can work in an environment free from harassment, discrimination and retaliation. Beekman Charter School will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has any questions or concerns about these policies should talk with the Principal or Operations Manager. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of Beekman Charter School prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

## **2.4: Grievance Procedure** *(Revised January, 2014)*

The grievance procedure is a process by which an employee of Beekman Charter School can bring workplace concerns to upper levels of management. This is a formal process and requires rules be strictly followed. Failure to follow procedures will forfeit your right to this process. In the event of a dispute involving employment practices or the enforcement of the personnel policies contained in this Employee Handbook, and after a good faith effort with the Principal or supervisor designee to thoroughly resolve the dispute, all employees may submit their grievance following the procedures outlined below.

The good faith effort shall be documented, including problem identification, possible solutions, selection of resolution, timeline for implementation, and follow-up. This documentation will be included in the personnel file. Failure to follow the procedures and timelines below constitutes a waiver of the employee's right to grieve.

*Non-Grievable Issues:* The following issues are not eligible for processing through Beekman Charter School's Employee Grievance Procedure:

- Issues which are pending or have been concluded by the Louisiana Commission on Equal Opportunity, or through other administrative or judicial procedures.
- Performance responsibilities, expectations, and evaluations.
- Temporary work assignments.
- Budget and organizational structure, including the number or assignments of positions in any organizational unit.
- The selection of an individual to fill a position, unless it is alleged that the selection is in violation of an agency's written policy.
- Termination, demotion, reassignment, furlough, layoff from duties because of lack of work, or other actions resulting from a reduction in the work force or job abolition.

If the subject of your grievance is related to any of the areas listed above, your grievance cannot be processed through the Employee Grievance Procedure.

A grievance can have up to four steps: (1) grievance statement; (2) qualification for hearing; (3) hearing; and (4) review of the hearing decision. Not all grievances are qualified for hearing.

*Step 1:* The employee may submit his/her grievance in writing using preprinted grievance forms to the Beekman Charter School Personnel Committee within seven calendar days of a failed good faith effort to resolve the dispute. The committee is comprised of the Principal, Operations Manager, Human Resources and/or Curriculum Coordinator plus three members of the Board of Directors appointed by the President. The President shall not appoint any board member who has a

conflict of interest. If the employee doesn't feel comfortable submitting the grievance to one of these staff members, he/she may submit it to any member of the leadership team. All leadership team members have the responsibility to deliver the grievance to the Personnel Committee in a timely manner. Any staff member of the grievance committee who has a conflict of interest must recuse himself/herself from hearing the grievance. The remaining committee members shall hear the grievance.

*Step 2:* Within fourteen calendar days of receipt of the written grievance, the Personnel Committee will inform the employee of the decision to schedule a formal meeting. If a formal meeting is scheduled, it will be scheduled at a mutually convenient time and place for discussion of the complaint with all parties involved, but in no event later than twenty days after receipt of the written grievance and after notification to the employee.

*Step 3:* The Personnel Committee will hold a hearing and render a decision, as established by a majority vote of the members of the Personnel Committee. If the Principal or any member of the Personnel Committee is an involved party, he/she will be precluded from hearing the grievance and participating in the decision. The decision shall be rendered within seven calendar days of the completion of the final hearing. Any such proceedings shall be conducted in closed session, unless otherwise requested by the employee. The employee may not have counsel present at the hearing. In the event that additional information, investigation, or hearings are necessary after the initial hearing, the hearing may be continued and the final decision shall be made within seven calendar days of the last committee hearing.

*Step 4:* The decision of the Personnel Committee shall be final. Any such proceedings shall be conducted in closed session, unless requested otherwise by the employee. The employee may not have counsel participate in any such proceedings. A written notice of the result of the review shall be sent to the employee and the members of the Personnel Committee within seven days.

## **2.5: Substance Abuse Policy and Procedure (Drug Free Workplace)**

The Beekman Charter Board of Directors, in compliance with the *Drug Free Workplace Act of 1988*, recognizes its obligation in providing and maintaining a drug free workplace to provide a safe, productive and healthful working environment for all employees of the Beekman Charter School. This goal will be carried out while maintaining respect for individual privacy rights and confidentiality. The Beekman Charter Board of Directors shall:

- A. Advise all employees through the distribution of this policy that the unlawful manufacture, distribution, dispensing, possession or use of a



controlled substance and/or intoxicants is prohibited in all areas of the Beekman Charter School. For any Beekman Charter School employee, the consequences of violation of this prohibition shall be any or all of the following based on the specific offense: testing for presence of drugs/alcohol in body by a recognized hospital or chemical dependency unit, counseling, reprimanding, termination, suspension with or without pay while the case is pending in court. Confirmed or substantial evidence of the use, sale, or possession of controlled substances by any Beekman Charter School employee while off duty or off school premises shall result in any or all of the following:

1. Requiring the employee to submit to a drug test from a recognized hospital or chemical dependency unit and presenting to the Principal or his/her designee certification from the agency performing the test that employee is drug free.
  2. Immediate suspension with or without pay and recommendation for job termination.
  3. Conviction for use, distribution, or possession of controlled substances while off duty or off school premises shall result in termination. The employee shall be required to participate satisfactorily in an approved substance abuse assistance or rehabilitation program before he or she is reconsidered for employment with the Charter School.
- B. The Charter Board shall notify all employees that, as a condition of employment, all employees shall abide by the preceding statement and notify the Principal or a designated representative of the drug statute violation occurring in the workplace no later than five (5) days after such conviction. For employees hired under a grant, the Principal or a designated representative shall notify the agency within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
- C. The Charter Board shall take one or more of the following actions within thirty (30) days of receiving notice with respect to any employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in drug assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
- D. In order to accomplish the objectives of this policy, the Charter Board reserves the right, at all times and in any work area, when circumstances warrant or reasonable cause exists, to conduct unannounced reasonable searches and inspections of all buildings on the school campus. These searches shall be conducted by authorized supervisors or search personnel, including drug detection dogs. The areas open to search include but are not limited to lockers, briefcases, desks, boxes, lunch boxes, tool chests, vehicles, and other personal effects of employees.

***Condition of Continuation of Employment:*** Compliance with the Beekman Charter Board's current or amended *Drug-Free Workplace* and *Employee Alcohol and Drug Testing* policies is a condition of continuation of employment. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection or test, or follow any prescribed course of substance abuse treatment shall be grounds for discipline, up to and including termination. Violation of any part of these policies shall be grounds for termination.

***Consequences of Refusal by Employee:*** Any employee refusing to consent to testing or to submit a saliva, urine or blood sample for testing when requested by management shall be subject to disciplinary action, up to and including termination of employment. Attempted or actual substitution or adulteration of samples shall be equivalent to refusal to submit to testing or equivalent to a positive drug test.

***Unauthorized Possession or Consumption of Alcoholic Beverages:*** Unauthorized possession or consumption of alcoholic beverages by persons on public school property shall not be permitted. Law enforcement agencies shall be immediately notified of any person found possessing or consuming alcoholic beverages on Beekman Charter School property or at any school related function.

#### ***DEFINITIONS:***

*Controlled substance* is any substance listed in Schedules I through V of Section 202 of the Controlled Substances Act (21 USC 821), and as further defined by federal regulation 21 CFR 1308.11 through 1308.15.

*Conviction* is a finding of guilt (including a plea of nolo contendere or imposition of sentence or both) by any judicial body charged with the responsibility to determine the violations of the federal or state criminal drug statutes.

Workplace is any building on the campus of the Beekman Charter School property or other site where work is performed by employees of the Beekman Charter School, whether owned, leased, or used by the school system, at any school-sponsored or supervised activity, in any Charter School Board owned, leased, vehicle, machinery or equipment used in the course of Charter Board employment, including any school bus.

## **2.6: Smoking Policy (Including Smokeless Tobacco)**

Beekman Charter School is a smoke free/tobacco free environment. There is no smoking permitted in the buildings, anywhere on the grounds or within proximity of the school such that smoking by staff members may be visible by students. This policy refers to smokeless tobacco as well as cigarette tobacco. Failure to comply with this policy may result in appropriate disciplinary action, up to and including discharge.

## **2.7: Personnel Files**

The information in your personnel file is permanent and confidential, and must be kept up-to-date. The employee must inform the school immediately whenever there are changes in personal data (such as address, telephone number, number of dependents, educational accomplishments and person(s) to notify in case of emergency).

You have the right to request copies of all employment-related documents that you have signed. To maintain the confidentiality of employee records, you may only inspect your own personnel file and only in the presence of an administrative representative. Only authorized managers and management personnel will have access to your personnel records. However, Beekman Charter School will cooperate with – and provide access to your personnel record to – law enforcement officials, or local, state, or federal agencies, in accordance with applicable law. We will also release very limited information to future employers.

Confidential health/medical records are not included in your personnel record. Beekman Charter School will safeguard them from disclosure and will divulge that information only (1) as allowed by law; (2) to the employee's personal physician upon written request of the employee; or (3) as required for workers' compensation cases.

## **2.8: Personnel Data Changes**

It is the responsibility of each employee to promptly notify the Human Resources Department of any changes in personnel data such as:

- Mailing address,
- Telephone numbers,
- Name and number of dependents, and

- Individuals to be contacted in the event of an emergency.

An employee's personnel data should be accurate and current at all times.

## **2.9: Inclement Weather/Emergency Closings**

Please listen to local news and radio reports and monitor Remind messages and email communication. In general, Beekman Charter School will follow the decisions of the local Parish. Days that the schools are closed due to inclement weather may create a need to extend the school year or shorten holiday breaks.

## **2.10: Dress Code**

Beekman Charter School is committed to presenting a professional environment for teachers, students, staff and visitors. As educators our commitment to excellence should be reflected in our appearance. Clothing you wear to work should be neat in appearance and be consistent with a professional atmosphere and the need to promote organization and employee safety. Clothing should convey a professional image by being coordinated, modest and appropriate for a business setting. Denim or blue jeans free of holes may be worn on Fridays and on Tuesdays if you choose to participate in the Sunshine Committee fundraiser. T-shirts may be worn with blue jeans on Tuesdays and Fridays.

Students learn by example; therefore, it is important that employees serve as role models. Any clothing considered inappropriate for students shall be considered inappropriate for school employees. Each employee of Beekman Charter School will contribute to the formation of a positive, professional public image by maintaining high standards of personal appearance through appropriate dress and grooming regardless of job category. Tattoos that are vulgar, obscene, political, offensive or otherwise disruptive to the school environment are not permitted and must be covered at all times. Piercing, other than ears, are not permitted. Clear (concise stud only) pierce hole fillers are allowed for nose rings.

Additional Dress: There will be one exception: Pre-K and Kindergarten teachers may wear scrubs. Administrators will have the discretion to determine appropriate attire for those in special assignments (ex. Physical education, technical education, special education, etc.) or for certain medical necessities.

## **2.11: Attendance/Punctuality/Dependability**

At Beekman Charter School, we believe it is essential that employees model positive character traits for students. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. As such, employees are expected at work on all scheduled workdays and during all scheduled work hours and to report to work on time.

Reporting absences: All employees are required to notify the principal and assistant principals of an absence. Employees must call or e-mail the principal and assistant principal as far in advance as possible, but not later than 6:00 a. m. of the day he/she expects to be late or absent. This policy applies for each day of his/her absence. Employees who know ahead of time that they will be absent more than one day may make that notification in advance. Additionally, the absentee report must be turned in no later than the day after you return for an unexpected absence and prior to the absence if it is planned. Failure to abide by this policy could result in a corresponding deduction of pay.

**If an employee fails to contact the principal and assistant principals, this could result in disciplinary action up to and including termination.** A careful record of absenteeism and lateness is kept by Human Resources and becomes part of the personnel record. To the extent permitted by law, absenteeism and lateness lessen an employee's chances for advancement and may result in loss of pay and dismissal. Employees are responsible for clocking in and out each day. Employees must clock out anytime they leave campus for unrelated school purposes. Employees who repeatedly miss time clock entries will be subject to disciplinary action.

### **Section 3: Employee Communication**

#### **3.1 E-mail and Internet Policy**

*The following policy applies only to those employees with access to Beekman Charter School's computers and the Internet.*

Every employee is responsible for using Beekman Charter School's computer system, including, without limitation, its electronic mail (E-mail) system and the Internet, properly and in accordance with this policy. Any questions about this policy should be addressed to the Operations Manager.

*The Computer System Is Beekman Charter School's Property:*

The computers that you use at work and the E-mail system are the property of Beekman Charter School and have been provided for use in conducting school business. All communications and information transmitted by, received from, created or stored in its computer system (whether through word processing programs, E-mail, the Internet or otherwise) are school records and property of Beekman Charter School. The computer system is to be used for school purposes only. Employees may, however, use Beekman Charter School's technology resources for the following incidental personal uses so long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with school business, and does not violate any school policy: (1) To send and receive necessary and occasional personal communications; (2) To prepare and store incidental personal data (such as personal calendars, personal address lists,

and similar incidental personal data) in a reasonable manner; (3) to use the telephone system for brief and necessary personal calls; and (4) to access the Internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

*No Expectation of Privacy:*

Although Beekman Charter School does not wish to examine personal information, from time to time it may need to access its technology resources. Beekman Charter School has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, without limitation, reviewing documents created and stored on its computer system, deleting any matter stored in its system (including, without limitation, its E-mail and word processing systems), monitoring sites visited by employees on the Internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing E-mail sent and received by users.

Further, Beekman Charter School may exercise its right to monitor its computer system for any reason and without the permission of any employee. Employee use of the school's computer system constitutes consent to all the terms and conditions of this policy. Even if employees use a password to access the computer system (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from Beekman Charter School's computers is not assured. Use of passwords or other security measures does not in any way diminish the school's right to monitor and access materials on its system, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to Beekman Charter School as files may need to be accessed by the school in an employee's absence or for any other reason that the school in its discretion deems appropriate. Further, employees should be aware that deletion of any E-mail messages or files will not truly eliminate the messages from the system. All E-mail messages and other files may be stored on a central back-up system in the normal course of data management.

**Therefore, employees should not have an expectation of privacy in anything they create, store, send or receive on the computer system.**

Notwithstanding the foregoing, even though Beekman Charter School has the right to retrieve, read and delete any information created, sent, received or stored on its computer system, E-mail messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any E-mail messages that are not sent to them or by them. Any exception to this policy must receive the prior approval of a supervisor.

*Professional Use of Computer System Required:*

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. E-mails, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write E-mail communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on Beekman Charter School's letterhead. Because E-Mail and computer files may be subject to discovery in litigation, employees are expected to avoid making statements in E-mail

or computer files that would not reflect favorably on the employee of Beekman Charter School if disclosed in litigation or otherwise. Finally, employees may not send unsolicited e-mail to persons with whom they do not have a prior relationship absent the express permission of their supervisor.

*Offensive and Inappropriate Material:*

Beekman Charter School's policy against discrimination and harassment, sexual or otherwise, applies fully to the school's computer system, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no E-mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law. Further, material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or unlawful, inappropriate, offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in Beekman Charter School's computers. Employees encountering or receiving this kind of material should immediately report the incident to the Human Resources Department. Beekman Charter School may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by Beekman Charter School networks. Notwithstanding the foregoing, Beekman Charter School is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an e-mail address on the Internet may lead to receipt of unsolicited e-mail containing offensive content. Users accessing the Internet do so at their own risk. Employees who encounter inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to the school's blocking software.

*Solicitations:*

Beekman Charter School's computer system (including, without limitation, its E-Mail system) may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job related solicitations. Approval from a supervisor is required before anyone can post any information on commercial on-line systems or the Internet.

*Licenses and Fees:*

Employees may not agree to a license or download any material over the Internet for which a registration fee is charged without first obtaining the express written permission of a supervisor.

*Games and Entertainment Software:*

Employees may not use a Beekman Charter School Internet connection to download games or other entertainment software, or to play games over the Internet.

*Confidential Information:*

Employees may not transmit information over the Internet or through e-mail that is confidential or proprietary. When in doubt, employees must consult their immediate supervisor and obtain approval before transmitting any information which may be considered confidential or proprietary.

*Copyrights and Trademarks:*

Beekman Charter School's computer system may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from a supervisor. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor.

Further, any Beekman Charter School-approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices. Absent prior approval from a supervisor to act as an official representative of the school, employees posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of Beekman Charter School."

*Maintenance and Security of System:*

Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related. In addition, employees should routinely delete outdated or otherwise unnecessary E-mails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs. To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to Beekman Charter School's network must do so through an approved Internet firewall.

Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to the school's network. In addition, files obtained from sources outside the school, including disks brought from home; files downloaded from the Internet, news groups bulletin boards, or other online services; files attached to e-mail; and files provided by customers or vendors may contain dangerous computer viruses that may damage Beekman Charter School's computer network. Employees should never download files from the Internet, accept e-mail attachments from outsiders, or use disks from non-school sources, without first scanning the material with school-approved virus checking software. If you suspect that a virus has been introduced into the school's network, notify technology personnel immediately.



### *Violations of Policy:*

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination and civil and criminal liability.

### *Amendment and Modification of Policy:*

Beekman Charter School reserves the right to modify this policy at any time, with or without notice. In particular, the school may require employees to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources.

### *Acknowledgment:*

Employees are required to sign an Acknowledgment Form acknowledging that they have read and agree to this policy as a condition of employment or, if applicable, continued employment.

## **Beekman Charter School Employee Communication Policy**

### **Context**

Beekman Charter School recognizes the importance of communication tools both when used as a curricular resource, and as part of a larger communication network, that fosters education and personal growth, as well as institutional development. This policy is meant as an application of the principles of respect and reverence for every person while presenting a positive face for Beekman Charter School.

Interacting with people through electronic or printed communication is no different than interacting with individuals face-to-face in that school employees are expected to maintain the respect, dignity, and professionalism that is consistent with the BCS mission. They are to act with concern for the safety, protection, and reputation of students, the school, and themselves.

Beekman Charter school provides multiple means of communication for school purposes including but not limited to email, group texting, website postings, and mass voice calls. While these methods of communication are the preferred method for communicating school business and shall be used appropriately for such communication, Beekman Charter School recognizes that other methods of communication may be used from time to time as necessary for school purposes.

### **Policy**

With specific regard to social media, as a school employee, you must:

- Recognize that:
  - your ability to serve as a positive role model for students and as a

- representative of the school is a critical aspect of your employment;
- social media activities may be visible to current, past, or prospective students, parents, colleagues, and community members; and
- accordingly, you must exercise discretion when using social media (even for personal communication) when those communications can reflect on your role at the school.
- Keep in mind the uneven power dynamics that exist between teacher and student; employees must act in a manner that always respects and never exploits the power inherent in these relationships.

## Guidelines

### 1. “Friending” students, alumni, and parents

Employees are urged to use extreme caution in connecting to students, alumni, and parents using social media; there are legitimate reasons and uses for these connections, but personal boundaries all around need to be respected. The best way to avoid any problems which might stem from having students as social media friends is to simply not accept students as friends. If you do choose to accept students as friends, please be aware that any communication that you may have with students must fall within the guidelines of this policy.

### 2. School-related “friends”

Employees should use good judgment when making and/or accepting connections to or from colleagues.

All employees are particularly encouraged to use caution when making “friend” requests of their supervisors or subordinates due to the potential for both parties to feel pressured to accept the request, potentially impacting the work relationship (as well as raising conflict of interest, unequal treatment, discrimination, or similar concerns).

### 3. Non-school-related “friends”

Remind other members of your social network of your position as an educator whose profile may be accessed by students and other members of the school community. Please ask them to monitor their posts to your network accordingly.

### 4. Posted content

Exercise care with personal profile data and posted content to ensure that this information does not reflect poorly on your ability to serve as a role model or on

the integrity of the school as a whole. You are urged to use extreme caution when posting any content – please carefully check the content for any inappropriate language, pictures, music, or sounds before posting it.

Employees shall not use social media sites to publicly air grievances toward the school administration, the school board, or any employee of BCS. Issues or problems involving specific students should not be discussed in a public manner via social media. Before posting anything or engaging in a social media conversation, please consider how your posts may reflect on you personally and how they may affect the school's reputation.

#### 5. Privacy settings

Inherent in social media technology is the capability to limit access to profiles and posted content. Employees are encouraged to check their privacy settings on a regular basis to ensure that they are revealing only what they wish to, and only to those with whom they wish to reveal.

#### 6. Time on social sites

In no case may use of social media interfere with or impede your duties or your responsibilities to the school or our students. You are requested to please refrain from making posts on Facebook or other social media during the school day. While the school recognizes that you have planning periods and other times during the day when you are not directly performing job duties, persons who read your social media posts do not know those times. Employees should not give the appearance of shirking job duties to post on social media.

#### 7. Protecting confidential information

All confidential information must be protected and disclosed only pursuant to school policy or as otherwise required by law. No social media posts may communicate any confidential information.

### **Regarding all forms of electronic or written communication:**

1. No school employee shall communicate electronically or in writing with any student unless such communication is for educational purposes. **All electronic contacts with students should be made through the school's email account or telephone system. Necessary communications relevant to extracurricular activities, student athletic activities, and any other organizations must be sent through BCS Remind system.** If an employee finds communication with a student necessary for non-educational purposes, then he/she shall report that communication in writing to the principal within 48 hours of said communication. This policy shall not be construed to prevent legitimate

communication with students who are family members. This policy shall further not be construed to prevent communication for purposes which a reasonable and ordinary person should conclude that such communication does not violate community standards for decency and proper decorum. Such purposes may include but not be limited to:

- Church functions
- Functions or activities involving students who are friends of the employees personal children
- Community league athletic events
- Appropriate community functions such as Cub Scouting, etc.
- Any other appropriate purpose for which a student's parent gives consent
- Any purpose approved by the principal or his designee

2. It is the duty of every employee to comply with this policy. Failure to do so may result in the employee being charged with willful neglect of duty which may result in disciplinary action ranging from reprimands up to and including termination.

3. Nothing in this policy shall prevent an employee from exercising his or her right to constitutionally protected freedom of speech and expression which may include sincerely held religious or political beliefs.

### **3.2: News Media Contacts**

Only people specifically designated by the Principal or Board of Directors may comment to news reporters.

### **3.3: General Employee Safety**

The management of Beekman Charter School is committed to providing the resources and manpower necessary to develop, implement, and administer a safety program for the protection of its employees. All management personnel and employees are expected to meet their responsibilities to make the safety program effective and productive. Periodic reviews of our safety program will be conducted by management to maintain its effectiveness.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your supervisor, Principal or Operations Manager. If you or another employee is injured, you should contact outside emergency response agencies, if needed. If an injury does not require medical attention, an Employer Report of Injury/Illness Form must still be completed in case medical

treatment is later needed and to insure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred.

### **Safety Rules**

1. No smoking or smokeless tobacco is allowed on campus.
2. Horseplay and fighting will not be tolerated in the workplace.
3. Possession of unauthorized firearms, alcoholic beverages, illegal drugs, or unauthorized medically prescribed drugs will not be tolerated in the workplace. Inform your immediate supervisor if you are required to take medication during work hours. Written medical evidence stating that the medication will not adversely affect your decision making or physical ability may be required, particularly if you drive a vehicle on company business.
4. Report all work related injuries to your supervisor immediately.
5. Immediately report accidents, near accidents, and property damage to your supervisor regardless of severity.
6. Use required personal protective equipment (PPE) and/or safety procedures to protect yourself from potential hazards that cannot be eliminated. Maintain your PPE in good condition.
7. Operate equipment only if you are trained and authorized.
8. If you do not understand your job assignment, ask your supervisor for help.
9. Inspect your workstation for potential hazards and ensure that the equipment is in safe condition before using it.
10. Immediately report any unsafe condition or act to your supervisor. Take any temporary corrective action you can to render the area safe until permanent corrections can be made.
11. If your work creates a potential hazard, correct the hazard immediately or use safety tape to isolate the area before leaving it unattended.
12. If there is any doubt concerning the safety work method to be used, consult your supervisor before beginning the work.
13. Follow recommended work procedures outlined for the job including safe work methods.
14. Maintain an orderly environment. Store all equipment in a designated place. Put scrap and waste material in a refuse container.
15. Report any smoke, fire, or unusual odors to your supervisor.
16. Use proper lifting techniques. For objects exceeding 50 pounds in weight, specific methods for safe lifting should be determined by your immediate supervisor.
17. Never attempt to catch a falling object.
18. Comply with all state and local traffic laws, signs, signals, markers, and persons designated to direct traffic. Fasten seat belts before driving any motor vehicle.
19. Know and follow departmental rules regarding first aid, emergency procedures, evacuation routes, and fire department notification.
20. Assist and cooperate with all safety investigations and inspections and assist in implementing safety procedures as requested.
21. Do not put yourself in harm's way. In the event of a student fight always call for help from the appropriate student safety team.

Employees who do not comply with these safety rules may be subject to disciplinary action and may be considered undesirable for continued employment with Beekman Charter School.

### **3.4: Nepotism**

Beekman Charter School permits the employment of qualified relatives of employees, of the employee's household or immediate family as long as such employment does not, in the opinion of Beekman Charter School, create actual conflicts of interest.

For purposes of this policy, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of the employee's household. Beekman Charter School will use sound judgment in the placement of related employees in accordance with the following guidelines:

- Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting of supervisor to subordinate relationship exists. That is, no employee is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.
- Related employees may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.
- Employees who marry while employed, or become part of the same household are treated in accordance with these guidelines.
- Any exceptions to this policy must be approved by the Principal and Human Resources.

### **3.5: Violence in the Workplace**

Beekman Charter School strongly believes that all employees and students should be treated with dignity and respect. Acts of violence will not be tolerated. Any instances of violence must be reported to the employee's supervisor and/or the Principal. All complaints will be fully investigated. Beekman Charter School will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action, up to and including immediate discharge.

### **3.6: Solicitation/Distribution**

In an effort to assure a productive and harmonious work environment, persons not employed by Beekman Charter School may not solicit or distribute literature in the

workplace at any time for any purpose. Beekman Charter School recognizes that employees have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during work hours on School premises. **School email accounts may not be used to solicit for any outside organization.**

## **Section 4: Performance**

### **4.1 Employee Performance Review & Planning Sessions**

Supervisors will conduct performance reviews with all regular full-time and regular part-time employees annually. Supervisors may conduct informal performance reviews and goal setting sessions more often if they choose.

Performance reviews are designed for the supervisor and the employee to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, employee and supervisor discuss ways in which the employee can accomplish goals or learn new skills. The goal setting sessions are designed for the employee and his/her supervisor to make and agree on new goals, skills, and areas for improvement.

In order to attract and retain a highly qualified and competent work force, Beekman Charter School plans to institute a performance management program to compensate employees based upon demonstrated job performance (as well as budget considerations and other appropriate factors), and in accordance with its Equal Employment Opportunity policy.

### **4.2- Corrective Action**

Beekman Charter School holds each of its employees to certain work rules and standards of conduct. When an employee deviates from these rules and standards, Beekman Charter School expects the employee's supervisor to take corrective action.

Corrective action is progressive. That is, the action taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected.

The usual sequence of corrective actions includes an oral warning, a written warning, probation, and finally termination of employment. In deciding which initial corrective action would be appropriate, a supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

Though committed to a progressive approach to corrective action, Beekman Charter

School considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form; insubordinate behavior; any misconduct concerning a child/student; vandalism or destruction of school property; being on school property during non-business hours; the use of school equipment without prior authorization by your supervisor; untruthfulness about personal work history, skills, or training; divulging business practices; and misrepresentations of Beekman Charter School to another employee, a prospective employee, or the general public.

### **4.3: Discipline**

All employees are expected to meet Beekman Charter School's standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with Beekman Charter School's policies and procedures. Additionally, all employees are expected to meet all expectations and policies listed in the Appendix of this handbook. If an employee does not meet these standards, Beekman Charter School may or may not, at sole discretion, take corrective action, other than immediate dismissal.

The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with Beekman Charter School's policies and procedures and/or other disciplinary problems.

#### ***Warnings***

The supervisor should discuss any problem and present a warning to the employee that clearly identifies the problem and outlines a course of corrective action within a specific time frame. The employee should clearly understand both the corrective action and the consequence (*i.e.*, termination) if the problem is not corrected or recurs. The employee should acknowledge receipt of the warning and include any additional comments before signing it. A record of the discussion and the employee's comments should be placed in the employee's file.

Employees who have had formal written warnings may not be eligible for salary increases, bonus awards, promotions, leaves of absence or transfers during the warning period. Corrective action may include any of a variety of actions depending upon the circumstances and severity of the particular situation.

Corrective actions may be taken at the discretion of management and include **any** of the



following:

- Verbal counseling with you, which will be confirmed in writing by the supervisor for your personnel file.
- Written warning, which will be placed in your file.
- Suspension, which will be confirmed in writing for your personnel file. Suspension is normally used to remove an employee from organization premises during an investigation, or as a disciplinary action. This may be paid or unpaid. If you are suspended, it will be documented in your personnel file.
- Discharge, which will be documented in your file.

The corrective action process will not always commence with a verbal counseling or include every step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, warrant more severe action on the first or subsequent offense. Consideration will be given to the seriousness of the offense, your intent and motivation to change the performance, and the environment in which the offense took place.

#### **4.4: Standards of Conduct**

The work rules and standards of conduct for Beekman Charter School are important, and Beekman Charter School regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting Beekman Charter School business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment.

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs (See Substance Abuse);
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace (See Section 2.5- Substance Abuse)
- Fighting or threatening violence in the workplace
- Disruptive activity in the workplace
- Negligence or improper conduct leading to damage of company-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules

- Smoking in the workplace
- Sexual or other unlawful or unwelcome harassment
- Attendance/Punctuality and Absence without notice
- Unauthorized use of telephones, or other company-owned equipment
- Using company equipment for purposes other than business (i.e. playing games on computers or personal Internet usage)
- Unauthorized disclosure of business “secrets” or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct

#### **4.5- Physical Contact with Students and Other Staff Members**

Under Louisiana Law, touching is considered a battery charge if there is an intentional use of force or violence upon the person of another; or the intentional administration of a poison or other noxious liquid or substance to another. To establish battery, Louisiana courts have held that it is sufficient if the actor intends to inflict an offensive contact without the other’s consent. There is no requirement for maliciousness or intent to inflict actual damage. The essential element of a battery is physical contact, whether injurious or merely offensive, and a battery may be committed by touching another through the clothing. While the use of appropriate touching is part of daily life and is important for student development, a teacher and staff member must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that he or she not be touched, then that request must be honored without question. If the child or other staff member has not requested that they not be touched, then the following forms of touching are considered appropriate:

- Hugs initiated by the student
- Hugs given with permission
- Pats on the shoulder or back
- Hand-shakes
- “High fives” and hand slapping
- Touching shoulders and arms around the shoulder area
- Touching face to check temperature, wipe away a tear, and remove hair from face or other similar types of contact for similar purposes
- Patting a student on the knee (grades K through 5)
- Sitting students on one’s lap (grades K-2) for purposes of comforting the child
- Holding hands while walking with small children or children with significant disabilities
- Arms around shoulders
- Reasonable self defense
- Reasonable defense of another
- Reasonable restraint of a violent person to protect others or property

The use of corporal punishment in accordance with the Beekman Charter School policy on the use of corporal punishment is not considered inappropriate contact. The only form of corporal punishment acceptable is spanking with a wooden or plastic paddle not to exceed twenty inches in length, four inches in width, and one half inch in thickness. Corporal punishment shall be administered only to the seat area. Punching, kicking, slapping, or any other striking of a student except that which is defined above as acceptable corporal punishment is prohibited.

Except as discussed above, the following forms of touching are never appropriate:

- Inappropriate or lengthy embraces
- Kisses on the mouth
- Sitting students on one's lap (except as noted above)
- Touching buttocks, chests or genital areas
- Pushing a person or another person's body part (other than in self- defense, defense of another or property)
- Showing affection in isolated areas
- Wrestling with students or other staff members
- Bench-pressing another person
- Tickling
- Piggyback rides
- Massages
- Any form of unwanted affection
- Any form of sexual contact
- Poking fingers at another person which results in an offensive contact

This policy does not prevent touching a student for the purpose of guiding them along a physical path, helping them up after a fall, engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self or another or to protect property is legally allowed. Excessive force is prohibited. In Louisiana, an assault is an attempt to commit a battery or the intentional placing of another in reasonable apprehension of receiving a battery.

Consequently, an attempt to violate this policy or placing another person in reasonable apprehension that they will be victim of one of the acts prohibited under this policy is also prohibited. A reasonable apprehension normally includes an overt act, but words alone may be sufficient to violate this policy if the words uttered were such that under the circumstances it could be reasonably assumed that physical contact would be attempted. Violation of this policy could subject the teacher or staff member to discipline to include termination for cause. The victim may also choose to bring civil or criminal charges against the violator.

This policy must necessarily be somewhat flexible. Sometimes, especially when dealing with younger children or children with a disability, touching is more appropriate. A

touch for the purpose of helping (i.e.: cleaning up a small child after a bathroom accident) may be appropriate in limited circumstances although clearly inappropriate in more general circumstances. An accidental touch is never inappropriate provided it is a true accident. It is impossible to define each and every instance when touching is inappropriate. Teachers and staff members should apply the rules of common sense in the circumstances they find themselves.

#### **4.6- Reporting Child Abuse**

Pursuant to LA. CH. C. ART. 603; LA. CH.C. ART. 609; and LA. CH.C. ART. 610 any of the following individuals performing their occupational duties are considered mandated reporters in Louisiana:

- Teaching or child care providers;
- Health practitioners;
- Police officers or law enforcement officials;
- Mental health/social service practitioners;
- Members of the clergy;
- Court appointed mediators; and
- Any person having reasonable cause to suspect a child's physical or mental health is endangered as a result of abuse or neglect.

All Beekman Charter School employees who have cause to believe that a child's physical or mental welfare is endangered as a result of abuse or neglect shall immediately report such abuse to their supervisor, the local child protection unit of the Louisiana Department of Social Services, and a local or state law enforcement agency. *Reporting to your supervisor does not relieve the employee of the requirement to report the suspected abuse or neglect to the Louisiana Department of Social Services.* If you are unsure about the reporting process please see the Operations Manager. Reports can be filed orally, but must be filed in writing within 5 days of the initial oral report. Report forms are available on the Department of Social Services website, <http://www.dss.state.la.us/Documents/OCS/CPI-2.pdf>. The failure to report suspicion of child neglect or abuse can subject the person who fails to report to criminal proceedings. Additionally, Beekman Charter School reserves the right to terminate employees who fail to report suspected abuse or neglect if they become aware of the failure to report.

#### **4.7: Confidentiality to Access Children's Records**

All information contained in student's records, including information contained in an electronic database, is confidential and maintained in accordance with the Family

Educational Rights and Privacy Act. FERPA, the Family Educational Rights and Privacy Act, is a federal law that gives parents and students certain rights with respect to a student's educational records. These rights include the right to access, inspect, and request correction of these records.

These records are the property of Beekman Charter School, whose responsibility it is to secure the information against loss, defacements, tampering or use by unauthorized persons.

Please do not speak about children in hallways or public areas. The information about children is confidential and must not be discussed in the outside community. No child's files are to be taken off premises unless granted permission by the Principal.

Only teachers, administrative and office personnel are permitted to review the children's files. When a file is requested from the main office, it must be signed out and returned the same day. Files may not be copied without express authorization from the Principal or his designee. If a file is needed by 8:00 a.m. the following morning, you must request this file the day before, not later than 2:30 p.m. and that file will be pulled and ready for you when you arrive the following day.

Materials may not be removed from any student's file. Files may not leave the building without specific written authorization from the Principal or his designee. If you request a student's file, you will be responsible for its contents.

#### ***4.8: Liability***

The welfare of the students of Beekman Charter School is the highest priority of all faculty and staff. Beekman Charter School teachers are legally responsible to act in a reasonable and prudent manner at all times. Specifically, the teacher must do the following:

- Never leave students unsupervised. Classrooms must have a responsible adult present at all times.
- Encourage and enforce student conduct and disciplinary guidelines as described in the student and family handbook.
- Report any unsafe condition in the room or on campus to the Operations Manager so that it may be corrected.
- Adhere to and uphold all policies of Beekman Charter School.

Failure by teachers to meet their responsibilities may have severe consequences, e.g., revocation of their license, criminal charges, etc. Additionally, teachers may be held legally liable for negligence in the performances of their duties.

## Section 5: Wage and Salary Policies

### 5.1: Payment of Salary and Salary Increments

For salaried employees, salary payments are made on a monthly basis for base salary due. Overtime payment, which is included with the non-exempt employee's base salary, is also paid monthly. Beekman Charter School pays all salaried employees on a twelve (12) month year, regardless of whether they work summers. Hourly employees are paid monthly on a different schedule from salaried employees. Hours worked from the 1st to the 31st of the previous month will be paid on or about the 15th of the following month.

Employees will be paid through direct deposit of funds to savings or checking accounts at their bank of choice. To activate direct deposit, a *Direct Deposit Authorization* form must be obtained and completed. Due to banking requirements it may take several weeks for activation of the Direct Deposit.

A statement of earnings is available each pay period to employees indicating Gross Pay, Statutory Deductions, and Voluntary Deductions. Voluntary deductions must be declared and authorized in writing by the employee through the proper payroll deduction form. The amount of Federal withholding is affected by the number of exemptions claimed on Form W-4, Employee's Withholding Allowance Certificate. If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted. The amount of State withholding is also affected by the number of exemptions claimed on Form L-4. If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form L-4 must be submitted.

### 5.2: Overtime Policy

Overtime pay is paid to all non-exempt employees in accordance with applicable wage and hour requirements. Overtime is normally paid at the rate of 1-1/2 times an employee's equivalent hourly rate for time worked over 40 hours in any workweek. In calculating hours worked for purposes of overtime pay, lunch periods are not considered to be hours worked. Beekman Charter School's workweek runs from Sunday through Saturday. Compensatory time off will not be granted in lieu of overtime pay. **Exempt employees** are not eligible for overtime pay.

### 5.3: Time Records

The attendance of staff members is recorded daily by each individual by using the school's time clock. All time clock records are official records, and care must be exercised in recording the hours worked, overtime hours, and lunch breaks. All non-exempt hourly employees must record the time they arrive/depart each day and the time in/out for lunch each day on his/her time record. Exempt employees do not have to record their lunch break. Each employee is responsible only for his/her own recordkeeping. An employee's supervisor, usually the Principal, must approve all overtime; **employees with overtime entries that do not have prior approval are subject to disciplinary action.**

#### **5.4: Wage Garnishments/Tax Levies**

Beekman Charter School hopes that its employees will manage their financial affairs so that it will not be obligated to execute any court-ordered wage garnishments or tax levies. However, when an employee's wages are garnished by court order or levied by the government, Beekman Charter School is legally bound to withhold the amount indicated in the garnishment/levy order from the employee's paycheck. Beekman Charter School will, however, honor the Federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from an employee's paycheck.

#### **5.5: Error in Pay**

Every effort is made to avoid errors in your paycheck. Employees who believe an error has been made should tell the Business Manager immediately. They will take steps to research the problem and endeavor to make any necessary corrections by the next regular pay day.

### **Section 6: Benefits and Time Off**

#### **6.1: Employee Benefits Purpose and Policy**

Beekman Charter School strives to provide the best, most equitable and cost-effective benefits for employees in recognition of the influence employment benefits have on the economic and personal welfare of our employees. Beekman Charter School pays for various benefits on your behalf. The total cost to provide the benefit program described in this handbook and other documents is a significant supplement to your pay and should be viewed as additional compensation.

Policies, provisions and procedures that govern the organization's benefit program apply to all regular full-time and part-time employees, whether exempt or nonexempt status, unless otherwise provided in a particular benefit plan.

Some benefits may earn credit during your new-hire introductory period, but eligibility to use the benefit will not occur in most cases until you obtain regular status, or meet other conditions of employment specified in the handbook or contained in the benefit

policy/plan booklets. Benefits will begin the 1<sup>st</sup> day of the month after you have been employed for 30 days with Beekman Charter School.

### **6.1a: Employee Cost Sharing**

Discretionary employment benefits, those benefits that are not mandated by state or federal law, are selected and controlled by Beekman Charter School. Decisions to provide and continue providing these benefits are based on such considerations as cost, composition of our workforce, operational efficiency, and desirability of benefit provisions. Where costs of discretionary insurance benefit plans exceed the organization's interest, ability, or willingness to pay the full premium rate to maintain the current benefit level, the employee may be required to share in the cost to continue the insurance plan coverage.

### **6.1b: Benefit Design and Modification**

Beekman Charter School reserves the right to design plan provisions and to add, eliminate, or in other ways modify any discretionary benefits described in this handbook or elsewhere in plan documents, where and when it is deemed in the organization's best interest to do so. These benefits are subject to change depending on management decision and resources. Therefore, it is not appropriate for you to make a serious personal decision based solely on the current presence of an organization benefit.

### **6.1c: Benefit Plan Documents**

You will be provided with summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents will govern. All of these official documents are readily available from Human Resources Department for your review. We ask that you refer any questions about this information to the Human Resource Department.

***Please note*** that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between Beekman Charter School and its employees, retirees or their dependents, for benefits or for any other purpose. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

### **6.1d: Beekman Charter School's Right to Modify**

Beekman Charter School reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans (not mandated by state or federal law) described herein,



including any health benefits that may be extended to retirees and their dependents. Further, Beekman Charter School reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans. For more complete information regarding any of our benefit programs, please contact Human Resources.

### **6.1e: Retirement**

Beekman Charter School requires participation in the Teachers Retirement System of Louisiana (TRSL) or the Louisiana School Employees Retirement System (LSERS) according to their rules for eligibility and enrollment.

### **6.1f: Other Benefits**

Beekman Charter School will provide such other benefits to employees as may from time to time be mandated by applicable law and reserves the right at any time and from time to time to terminate, substitute or modify such benefits to the extent permissible under applicable law.

### **6.1g: Benefits to Temporary Staff Members**

Temporary staff members, such as substitute teachers, are not entitled to employee benefits. If a temporary staff member becomes a regular staff member, regular employment cannot be made retroactive to the time of initial temporary employment.

## **6.2: Sick/Personal Days**

*Instructional staff* – will be entitled to a total of ten (10) paid days off per year for sickness. Two of the ten days may be used for personal reasons, if it becomes necessary. Such leave, when not used, shall be allowed to accumulate to the credit of the employee without limitation.

*School-Based Non-Instructional Staff and Principals* - Sick days are earned at the rate of one day per month for a maximum of twelve days per calendar year.

For every consecutive 6 days of absence due to personal illness, the employee must present a certificate from a physician justifying the absence. A form for that purpose can be obtained through the Human Resource Office. Or, a note from the physician stating the employee or family member was under his/her care will be sufficient.

If the absence involves a major illness requiring an absence of 10 or more days, the following forms should be submitted to the Human Resource Department prior to taking the leave whenever possible:

1. In this case, the employee MUST have the physician complete the medical certification form from the Human Resource Office. You will be notified if a second opinion is required which will be at the expense of the Beekman Charter School Board.
2. Once your physician says you are medically able to return to work, have him/her complete the Medical Release to Return to Work form and take the completed form to your principal/supervisor upon your return to work.

Please be aware, that all medical information is kept strictly confidential and will be kept in a separate file. All forms must be submitted directly to the Principal or Human Resource Office.

### **6.3: Beekman Charter School Extended Sick Leave Policy**

Employees shall be permitted to take up to ninety (90) days of extended sick leave in each six-year period of employment, which may be used for medical necessity of the employee or an immediate family member of the employee at any time the employee has **no** remaining regular sick leave balance at the time the extended sick leave is set to begin. The initial six-year period of employment shall begin on the employee's effective date of employment with Beekman Charter School.

Any employee on extended sick leave shall be paid sixty-five percent (65%) of the salary paid the employee at the time the extended sick leave begins.

Unused days during any six-year period of employment shall not accumulate or carry forward into the next six-year period of employment. The balance of days of extended leave available to a teacher shall transfer with such teacher from one public school employer to another without loss of days and without restoration of days. Interruptions of service between periods of employment with a public school employer shall not be included in any calculation of a six-year period.

No school employee may undertake additional gainful employment while on extended sick leave, unless all of the following conditions are met:

- A. The employee can demonstrate that he/she will not be working more than twenty (20) hours a week in a part-time job that he/she has been working for not less than one hundred twenty (120) days prior to the beginning of any period of extended sick leave.
- B. The physician who certifies the medical necessity of the leave indicates that such part-time work does not impair the purpose for which the extended leave is required.

Any violation of this prohibition regarding employment while on extended sick leave shall require the employee to return to Beekman Charter School all compensation paid during any week of extended leave in which the employee worked more than twenty (20) hours and to reimburse Beekman Charter School all related employment costs

attributable to such period as calculated by Beekman Charter School without any restoration of such days.

**Definitions:**

*Immediate family member*, as it pertains to Extended Sick Leave, means a spouse, parent, or child of the employee.

*Child* means a biological son or daughter, an adopted son or daughter, a foster son or daughter, a stepson or stepdaughter, or a legal ward of an employee standing in *loco parentis* to the ward who is either under the age of eighteen (18) or who is eighteen (18) years of age but under twenty-four (24) years of age and is a full-time student, or who is nineteen (19) years of age or older and incapable of self-care because of a mental or physical disability.

*Infant* means a child under one year of age.

*Parent* means the biological parent of an employee or an individual who stood in *loco parentis* to the employee.

A *medical necessity* is the result of a catastrophic illness or injury, which means a life-threatening, chronic, or incapacitating condition of the employee or a member of the employee's immediate family which requires at least ten (10) consecutive work days of absence.

**Application Process:**

On every occasion that the employee uses extended sick leave, a statement from a licensed physician, certifying that it is a medical necessity, as defined above, for the employee to be absent for at least ten (10) consecutive work days shall be presented prior to the extension of such leave. The original application for extended sick leave, accompanied by a statement from a licensed physician certifying the need for the leave as a medical necessity, must be submitted to the human resource department prior to the extension of such leave.

In such case as an emergency, in which it is not practicable to submit a physician's statement prior to leave, the statement from a physician must be presented within three (3) days after the employee returns to work. It shall be the employee's responsibility to obtain the certification from the physician and to have completed all necessary documentation. Applications not received within the required time will be denied.

If human resources and/or the principal, upon review of the application, questions the validity or accuracy of the certification, human resources and/or the principal may require the employee or immediate family member to be examined by a licensed physician selected by human resources and/or the principal. In such case, the employer shall pay all costs of the examination and any tests determined to be necessary. If the physician selected by human resources and/or the principal finds medical necessity, the

leave shall be granted. If the physician selected by human resources and/or the principal disagrees with the certification of the physician selected by the employee, then human resources and/or the principal may require the employee or immediate family member to be examined by a third licensed physician selected by human resources and/or the principal. All costs of an examination and any required tests by a third doctor shall be paid by the employer. The opinion of the third physician shall be determinative of the issue. All information contained in any statement from a physician shall be confidential and shall not be subject to the public records law.

**Extended Sick Leave for Maternity or Adoptive Purposes:**

Each employee granted maternity or adoptive leave in accordance with state law and who has **no** remaining sick leave balance available to take, may take in the manner provided in this extended leave policy up to thirty (30) days extended leave in each six year period of employment for personal illness related to the purpose for which the maternity leave was granted and on every occasion that an employee uses extended sick leave for such purpose, a statement from a licensed physician certifying that the extended sick leave is for personal illness related to the purpose for which maternity leave was granted shall be presented prior to the extension of such leave.

# Beekman Charter School

15190 A.M. Baker Rd.  
Bastrop, LA 71220  
(318) 281-1743  
Fax: (318) 283-5100

## Medical Certification Required for Employees on Extended Sick Leave

*All records regarding medical certifications, like all other employee medical records, will be treated as confidential and kept in separate files. Medical Certifications must be turned in to Human Resources before going on medical leave. If submitting forms prior to leave is not practicable, the required forms must be submitted within three (3) days after the employee returns to work.*

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date on which the serious health condition began: \_\_\_\_\_ The probable duration of the condition: \_\_\_\_\_

Appropriate medical facts regarding the condition:

\_\_\_\_\_

Date patient (employee or immediate family member) was last examined or treated:

\_\_\_\_\_

Period of time of leave requested for employees personal illness or illness of an immediate family member:

From: \_\_\_\_\_ To: \_\_\_\_\_  
*(Please enter numerical dates only. Words such as "unknown" or "to be determined" will not be accepted.)*

Would part-time employment of twenty hours or less per week impair the purpose for which the extended leave is required?  Yes  No

If no, how many hours per week could the employee work?

\_\_\_\_\_

*I, the undersigned physician hereby swear or affirm that I am a physician licensed under the laws of the State of Louisiana (or the State of \_\_\_\_\_). I further certify under penalty of criminal prosecution for false swearing that I have examined the herein named patient/applicant of extended sick leave and have found that the medical necessity stated above makes the leave herein medically necessary for the time period set forth above.*

Physician's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_

Physician's signature:

\_\_\_\_\_  
*(A signature stamp will not be accepted.*

*Must be the physician's original signature.*

*Neither nurses nor nurse practitioners are*

*Authorized to sign.)*

# Beekman Charter School

15190 A.M. Baker Rd.  
Bastrop, LA 71220  
(318) 281-1743  
Fax: (318) 283-5100

## Medical Release to Return to Work

*All records regarding medical certifications, like all other employee medical records, will be treated as confidential and kept in separate files. Medical Certifications must be turned in to Human Resources before going on medical leave. If submitting forms prior to leave is not practicable, the required forms must be submitted within three (3) days after the employee returns to work.*

### To be completed by the employee:

Name: _____	Position: _____
-------------	-----------------

### To be completed by the physician:

This is to verify that the above named patient, under my care, will be medically able to return to work on :	
_____ <i>((Please enter numerical dates only. Words such as "unknown" or "to be determined" will not be accepted.))</i>	
Additional comments: _____ _____ _____	
Physician's Name and Address: _____ _____	Physician's signature: _____ <i>(A signature stamp will not be accepted. Must be the physician's original signature. Neither nurses nor nurse practitioners are Authorized to sign.)</i>
Phone #: _____	
Date: _____	

### To be completed by principal or immediate supervisor:

This is to verify that the above named individual returned full time work on: _____	
Signature: _____	Date: _____
<b><i>Submit the original of this form to human resources no later than three (3) days following the employee's return to work.</i></b>	

## **Sick Leave Transfer Policy**

Beekman Charter School employees may share sick leave days for illness by notifying Human Resources in writing. Sick leave days may be transferred from employee to employee as needed for the illness of the employee, including maternity leave, and/or the illness of an immediate family member.

Written permission must be received for each day of donated sick leave. The transfer of days must be requested on the proper forms and must indicate the exact number of days requested in the transfer, along with a statement describing the need for the transfer. A Medical Certification form and a Medical Release to Return to Work form may be required in addition to the Sick Leave Transfer Request form. Upon approval from the Principal and/or immediate supervisor, the request will be forwarded to the Business Manager.

### **Limitations:**

Extended sick leave days shall not be transferred, neither shall annual leave (vacation) days. An employee who has depleted his/her accumulated sick, annual leave, and extended sick leave available as a result of a seriously incapacitating and extended illness or injury may ask to receive a transfer of sick leave days from other Beekman Charter School employees.

Days of leave, not the actual wage of the donor employee, will be donated. Days can only be given after the recipient employee has exhausted all days.

The donor employee must have at least thirty (30) or more days of accumulated sick leave in order to donate sick leave days to another employee. The donor employee must retain at least the current year's sick leave benefits in his/her own account. If more days are donated than are approved on the request form, the days will be returned to the donor employee. The donor employee must make any donation voluntarily. Once approved, donated leave shall not be returned or reimbursed to the donor employee.

No more than thirty (30) days of sick leave in total may be transferred to a recipient employee. The maximum number of transferred sick leave days that can be granted in any one fiscal year will be no more than the remaining number of duty days an employee is scheduled to work. Days transferred from employee to employee may not result in the recipient employee having paid, unused sick leave at the end of the year. Days transferred from employee to employee may not result in the recipient employee having paid unused sick leave upon retirement or resignation. Days cannot be given to another employee upon retirement or resignation of an employee.

The recipient employee must have been employed full-time with Beekman Charter School for a minimum of one fiscal year to qualify for a transfer of sick leave days.

Requests to transfer days must be made at least three (3) days before the payroll deadline for the current month. Individuals are not eligible for this program once they qualify for worker's compensation or disability retirement.

Information regarding a donation shall be considered confidential and shall be communicated by employees only on a need-to-know basis.

**Definitions:**

- Donor employee: The Beekman Charter School employee that voluntarily elects to transfer their personal paid sick leave days to another employee.
- Recipient employee: The Beekman Charter School employee that has exhausted all personal paid sick leave, annual leave, and extended sick leave days, and would therefore like to request to have personal paid sick leave days transferred to them from another employee of Beekman Charter School.



# Sick Leave Transfer Request

Date of Request: _____	
Recipient Employee (Print full name):	_____
Donor Employee (Print full name):	_____
Number of days to be transferred:  _____	Dates of sick leave requested From: _____ To: _____
Reason for sick leave:	_____ _____ _____

By signing below, I attest that that this donation is made voluntarily, and that I authorize Beekman Charter School to transfer my sick leave days to the employee listed above in the amount listed above. I understand that once the sick leave days are donated, I may not have them returned to me.

**Donor Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

By signing below, I attest that I have depleted all accumulated sick, annual, and extended sick leave. I further attest that the request of leave is a result of a seriously incapacitating and extended illness or injury.

**Recipient Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**FOR PERSONNEL OFFICE USE ONLY:**

- Check the box if the recipient employee has exhausted all of their accumulated sick, annual, and extended sick leave days. If not, how many sick, annual, or extended sick leave days remain?

\_\_\_\_\_ If applicable, on what date will the employee have a balance of zero days of leave:  
\_\_\_\_\_

- Check the box if the donor employee has at least 30 or more days of accumulated sick leave. Total amount of accumulated sick leave: \_\_\_\_\_

- Donor employees must retain at least the current year's sick leave benefits in his/her own account. To determine how many days the donor employee is eligible to transfer, subtract 10 days from the amount of sick leave days the donor employee has. \_\_\_\_\_
- How many duty days remain in the fiscal year for the recipient employee? \_\_\_\_\_
- Check the box if the recipient employee has been employed full-time with Beekman Charter School for a minimum of one fiscal year. Date of hire: \_\_\_\_\_
- Does the transfer of days result in the recipient employee having paid unused sick leave upon retirement or resignation?  Yes  No
- Does the transfer of days result in the recipient employee having paid unused sick leave at the end of the year?  Yes  No
- Is the recipient employee receiving worker's compensation or disability retirement?  Yes  No
- Is the request for transfer of days a result of a seriously incapacitating and extended illness or injury?  Yes  No

**Transfer approved by:** \_\_\_\_\_ **Supervisor and/or Principal Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

# Beekman Charter School

15190 A.M. Baker Road  
Bastrop, LA 71220

Samantha Mann, Executive Director  
samanthamann@beekmancharter.org

(318) 281-1743  
Fax: (318) 283-5100

## Medical Certification

*All records regarding medical certification, like all other employee medical records, will be treated as confidential and kept in separate files.*

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Patient Name (if different from Employee): \_\_\_\_\_

Relationship to Employee: \_\_\_\_\_

Date on which the serious health condition began: \_\_\_\_\_ The probable duration of the condition: \_\_\_\_\_

Appropriate medical facts regarding the condition:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The physician may make any additional comments deemed necessary on the lines below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Physician's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

Physician's Signature:

\_\_\_\_\_  
*(A signature stamp will not be accepted.  
Must be the physician's original  
signature. Neither nurses nor nurse  
practitioners are authorized to sign.)*

Date: \_\_\_\_\_

## Beekman Charter School

15190 A.M. Baker Road  
Bastrop, LA 71220

Samantha Mann, Executive Director  
samanthamann@beekmancharter.org

(318) 281-1743  
Fax: (318) 283-5100

### Medical Release to Return to Work

*All records regarding medical certifications, like all other employee medical records, will be treated as confidential and kept in separate files. Medical Certifications must be turned in to Human Resources, the employee's immediate supervisor, and the principal before going on medical leave. This form is to be submitted to the Business Office following an approved Medical Leave.)*

#### To be completed by the employee:

Name: \_\_\_\_\_ Position: \_\_\_\_\_

#### To be completed by the physician:

This is to verify that the above named patient, under my care, will be medically able to return to work on :

\_\_\_\_\_  
*((Please enter numerical dates only. Words such as "unknown" or "to be determined" will not be accepted.))*

Additional comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Physician's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_

Physician's signature:

\_\_\_\_\_  
*(A signature stamp will not be accepted.  
Must be the physician's original signature.  
Neither nurses nor nurse practitioners are  
Authorized to sign.)*

#### To be completed by principal or immediate supervisor:

This is to verify that the above named individual returned full time work on:

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

***Submit the original of this form to human resources, the employee's immediate supervisor, and the principal no later than three (3) days following the employee's return to work.***

## 6.4 Family and Medical Leave Act

To be eligible for Family Medical Leave Act (FMLA) benefits, an employee must have been employed for at least twelve (12) months and must have worked 1250 hours during the previous twelve (12) month period preceding the commencement of leave. Family medical leave shall be unpaid leave. Leave shall be granted for any of the following reasons:

1. To care for the employee's child immediately after birth, or placement for adoption or foster care; or
2. To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
3. For an employee's own serious health condition that makes the employee unable to perform his/her job.

Spouses/parents who are both employed by the Beekman Charter School are entitled to a cumulative twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or the placement of a foster child.

Leaves may be granted on an intermittent or reduced schedule (minimum leave duration: one hour). An employee's entitlement to family medical leave for a birth, adoption or placement of a foster care child expires at the end of the twelve (12) month period beginning on the date of the birth, adoption or placement.

**Substitution of Paid Leave:** At the employee's option, he/she may use any accumulated leave (sick leave, personal leave, or vacation). Sick leave may only be substituted when the reason for taking family medical leave is to care for the employee's spouse, son or daughter, or parent who has a serious health condition or for the employee's own serious health condition that makes the employee unable to perform his/her job. Any family medical leave above and beyond accumulated and substituted paid leave shall be unpaid leave. The employee shall be docked his/her full daily rate of pay and shall not receive credit in the retirement system for any unpaid leave days. The total of unpaid family medical leave and substituted paid leave shall not exceed twelve (12) weeks in any rolling twelve (12) month period measured backward from the date an employee uses any family medical leave.

**Advance Notice and Medical Certification:** The employee may be required to provide advance leave notice and medical certification. Family medical leave may be denied if the following requirements are not met:

1. The employee ordinarily must provide thirty (30) days advance notice when the leave is "foreseeable".
2. If the leave is not foreseeable, the employee is responsible for notifying Principal of Beekman Charter School as soon as practical.
3. Beekman Charter School shall require medical certification to support a request for leave because of any employee's serious health condition and may require a second or third opinion and a completed release to return to work signed by the physician.

**Benefits and Protection:** For the duration of the family medical leave, the Beekman Charter School shall continue to pay the employer's portion of the employee's health coverage under the applicable "group health plan" provided that the employee pays his/her share of the health premiums to continue coverage in a timely manner. Failure of the employee to pay his/her share of the premiums shall result in cancellation.

Upon return from family medical leave, most employees shall be returned to their original or equivalent positions with equal pay, benefits and other employment terms. The use of family medical leave shall not result in the loss of any employment benefit accrued prior to the start of an employee's leave. Should any provision of this policy directly conflict with the provisions of the FMLA, the Act shall control. The Human Resource Department shall be responsible for the implementation and administration of this policy. Notices shall be posted in conspicuous locations advising employees of their FMLA rights. Records shall be maintained pertaining to FMLA compliance obligations.

**Special Rules:** Some special family medical leave rules apply only to teachers (instructional employees) but not to paraprofessionals and counselors whose primary or principal function is not teaching or instructing. Listed below are the special rules pertaining to those instructional employees on leave.

Special Rule #1: Intermittent Leave or Leave on a Reduced Schedule

When an instructional employee requests intermittent or reduced leave for planned medical treatment for more than twenty percent (20%) of the total number of working days in the period during which the leave would be used, the Charter Board may require the employee to take leave for periods of a particular duration of time, not to exceed the duration of the planned medical treatment

Note: If the instructional employee requesting leave does not give proper notice as required under the provisions of the Family Medical Leave Act, the Charter Board may deny the leave until thirty (30) days after notice was given or may require the employee to take leave for either a particular duration or accept an alternative position.

Special Rule #2: Requesting Leave Applicable to Periods Near the Conclusion of an Academic Term: This rule focuses on situations in which an eligible employee is requesting family medical leave towards the end of a term. Three (3) aspects of this rule are listed below.

Leave more than five (5) weeks prior to the end of a term:

If an instructional employee begins leave more than five (5) weeks prior to the end of the academic term, the Charter Board may require the employee to continue taking leave until the end of such term, if the leave will last at least three (3) weeks and the return to employment would occur during the three (3) week period before the end of such term.

Leave less than five (5) weeks prior to end of term:

If an instructional employee begins leave for a reason other than a serious health condition during the period that commences five (5) weeks prior to the end of the

academic term, the Charter Board may require the employee to continue taking leave until the end of such term if the leave is greater than two (2) weeks duration and the return to employment would occur during the two (2) week period before the end of such term.

Leave less than three (3) weeks prior to end of term:

If an instructional employee begins leave for a reason other than a serious health condition during the period that commences three (3) weeks prior to the end of the academic term and the duration of the leave is greater than five (5) working days, the Charter Board may require the employee to take leave until the end of such term.

### Special Rule #3: Restoration to Equivalent Employment Position

Special Rule #3 applies to *all* employees.

This rule defines the *equivalent position* to which an employee of the Beekman Charter School returning from FMLA leave must be restored. *Equivalent position* is determined on the basis of established policies and practices and means restoration to an equivalent position with equivalent benefits, pay and other conditions of employment.

### **FMLA for Military Personnel:**

Family and Medical Leave Act of 1993 (FMLA) also permits a spouse, son, daughter, parent, or next of kin to take up to 26 work weeks of leave in a single 12-month period to care for a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

Beekman Charter School may require an employee to provide medical certification to support the request for family and medical leave. Such certification shall be provided in a timely manner. Certification shall be sufficient if it states:

1. the date on which the serious health condition commenced;
2. the probable duration of the condition;
3. the appropriate medical facts within the knowledge of the health care provider regarding the condition;
4. a. for purposes of leave to care for immediate family member a statement that the eligible employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that such employee is needed to care for the son, daughter, spouse, or parent; and  
b. for purposes of leave for self, a statement that the employee is unable to perform the functions of the position of the employee;
5. in the case of certification for intermittent leave, or leave on a reduced leave schedule, for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment.

This policy will also permit an employee to take FMLA leave for any qualifying exigency (as the Secretary of Labor shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

Ref: [29 USCA 2601 et seq.](#) (*The Family and Medical Leave Act of 1993*)

[29 CFR 825 et seq.](#) (*The Family and Medical Leave Act of 1993*)

## **6.5: School Holidays**

Holidays are given according to the Beekman Charter School calendar. Employees are not compensated for school holidays. All salaries/compensation are based on days required to work by the school's calendar.

## **6.6: Vacation**

Faculty and staff at Beekman Charter School are not automatically provided with vacation or holidays when the school is closed to students.

*Instructional staff* –Instructional staff are not automatically provided with vacation or holidays when school is closed to students. Instructional staff are entitled to certain holidays to be taken on the days set forth by the School Calendar to be provided. Vacation days are accrued at the rate determined by the Board of Directors. Vacation days can only be earned by 12-month employees.

*School-Based Non-Instructional Staff and Principals*–Employees are not automatically provided with vacation or holidays when school is closed to students. Vacation days are accrued at the rate determined by the Board of Directors. Vacation days can only be earned by 12-month employees.

### *Guidelines for Vacation Pay for Terminating Employees*

Employees leaving Beekman Charter School due to voluntary resignation, retirement or dismissal will be paid for their unused vacation days. Employees will not be paid for sick leave or personal days, unless required to do so by law.

## **6.7: Jury Duty**

Any full-time or part-time employee who has been formally summoned for jury duty, will be granted a leave of absence to serve.

If you are a full-time employee, you will continue to receive full salary while serving on jury duty or when required to take time off from work to meet the terms of a court order or summons or when called to testify in a legal proceeding. Time spent in this way is not charged against your vacation if you submit your jury payment check to the business



office. You are expected to report to work any day that you are excused from jury duty or as soon as the court releases you each day if there are any work hours left in the school day.

Upon receipt of the notice to serve jury duty, you should immediately notify your supervisor, as well as the Principal. Additionally, please forward a copy of the notice to serve jury duty to Human Resources for attendance purposes. If you are called as a juror, we may ask you to request the court to postpone your jury duty to a week when school is not in session. Employees may not volunteer for jury duty. Upon your return, please notify Human Resources and submit a signed document indicating the number of days served.

## **6.8: Military Leave**

Regular employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Leave and Re-employment Act and applicable state regulations. The policy covers those employees who enter active military duty voluntarily and extends to Reservists or National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training.

### *Eligibility*

All employees of the organization except those hired on a temporary basis are eligible for the leave.

### *Length of Leave*

The length of the military leave is determined by the uniformed services organization calling you to active duty or military encampment.

### *Request Procedure*

You must provide written notice of your obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to do so may result in loss of reemployment rights.

### *Pay While on Leave*

Military leaves are without pay unless you elect to utilize vacation benefits earned before commencement of the leave and are otherwise eligible to use such benefits. You must request and obtain approval to receive vacation pay during military leaves of absence.

### *Status of Benefits*

Reservists, National Guard members and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation and length of service pay increases, as may be from time to time provided by applicable

statutes of the United States and the State of Louisiana. You may maintain health care insurance benefits for up to 18 months while on leave by paying the insurance premium through COBRA for any leave extending beyond 30 days.

### *Reinstatement*

If you are returning from an Uniformed Service Leave, you must report to work or request reemployment within prescribed time limits, which are based on the length of the leave: 1 to 30 days: You are expected to report to work on the first regularly scheduled workday following completion of training and you will be reinstated to the same position you held at the time the service leave began.

31 to 180 days: If you are a Reservist or National Guard member returning from initial active duty for training you must submit an application for re-employment within 31 days after release from service under honorable conditions. You will be returned to the same position held at the time the service leave began, provided the leave has been for less than 90 days in length. If 91 days or longer, when you return you will be reinstated to the same job, or comparable job in terms of like seniority, status and pay, as long as you are qualified to perform the duties. 181 days or longer If you are returning from active duty in the armed services, you must submit an application for re-employment within 90 days after completion of satisfactory service.

You will be reinstated to an equivalent position as long as you are qualified to perform the duties and the organization's circumstances have not changed to the extent that it would be impossible or unreasonable to provide re-employment. When returning, you are required to provide documentation to verify your rights to re-employment, including your separation papers. Time limits for application for re-employment are extended for up to two years for disabled veterans. Failure to file an application within the required time period forfeits the right to re-employment.

## **6.9: Bereavement**

Beekman Charter School allows full-time employees up to three days paid bereavement leave, which will be deducted from your sick leave balance, due to the death of an immediate family member. This includes a parent (including an in-law and step-parent), spouse, dependent, sibling, stepsibling, grandparent or grandchild. If a funeral is more than 500 miles from your home, you may receive paid leave for five days, which will be deducted from your sick leave balance, with prior approval from your supervisor.

## **6.10: Professional Development**

Beekman Charter School expects all employees to maintain necessary certifications and encourages all employees to attend meetings, conferences, and other educational sessions that provide training and ideas helpful to the development or operation of its school.

Employee requests to attend short-term professional development opportunities (two days or less) not sponsored by Beekman Charter School are subject to the approval of the Principal. Employees will be allowed with the approval of their supervisor and the

Principal to attend extended professional development programs. Extended professional development programs are considered more than two days. An employee will be expected to make up the time missed at work while participating in the extended program or choose to take an unpaid leave of absence to complete the program.

Throughout the course of the year, the school will have numerous options available to make up the time spent in an extended program. Those include assistance with preparing the school before it opens in the fall or once school starts. These activities may take place after hours or on weekends. A determination regarding how and when you will make up this time will be decided on an individual basis. The school is willing to work with you in this regard; however, if this time is not made up, a pay adjustment may be required.

Employees should submit written requests to take professional development days to their supervisors for approval. The request shall include a printed or written agenda and/or printed material pertaining to the professional development. Beekman Charter School requests that employees submit requests to take professional development days at least 10 days for in town events and at least 30 days for out-of-town events. The granting of request will be solely in the discretion of the Principal.

## **Section 7: Separation of Employment**

### **7.1: Resignation**

When an employee decides to leave for any reason, his/her supervisor and Beekman Charter School would like the opportunity to discuss the resignation before final action is taken. The school may find during this conversation that another alternative may be better. If after full consideration the employee decides to leave, ten days written notice is requested.

### **7.2: Dismissals**

Every Beekman Charter School employee has the status of “employee-at-will,” meaning that no one has a contractual right, express or implied, to remain in Beekman Charter School’s employment. Beekman Charter School may terminate an employee’s employment, or an employee may terminate his/her employment, without cause, and with or without notice, at any time for any reason. No supervisor or other representative of the school, other than the Principal, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

When an employee terminates employment with Beekman Charter School, with or without cause, the employee will be paid through the last day worked. Beekman Charter School makes a commitment to fully employ everyone it hires. Therefore, there will be no supplemental or bonus pay if the employee is not employed by Beekman Charter School on the last day required to work.

*The following guidelines may be applied at the discretion of Beekman Charter School's management, but in no way change the employment-at-will status of the employee:*

*Immediate dismissals – misconduct*

Any employee whose conduct, actions or performance violates or conflicts with Beekman Charter School's policies may be terminated immediately and without warning.

The following are some examples of grounds for immediate dismissal of an employee:

- Breach of trust or dishonesty
- Abuse (verbal, physical, psychological, etc.) or neglect of a visitor, student, colleague, etc.
- Abuse
- Violation of an established policy or rule
- Falsification of records
- Gross negligence
- Insubordination
- Violation of the Anti-Harassment and/or Equal Employment Opportunity Policies
- Time card or clock-in violations
- Undue and unauthorized absence from duty during regularly scheduled work hours
- Non-performance of work
- Larceny or unauthorized possession of, or the use of, property belonging to any coworker, student, or visitor of Beekman Charter School.
- Possession of dangerous weapons on the premises
- Unauthorized possession, use, distribution or copying of any records that are the property of Beekman Charter School
- Unauthorized posting or removal of notices from bulletin boards
- Excessive absenteeism or lateness
- Marring, defacing or other willful destruction of any supplies, equipment or property of Beekman Charter School
- Failure to call or directly contact your supervisor when you will be late or absent from work
- Fighting or serious breach of acceptable behavior
- Violation of the Alcohol or Drug Abuse Policy
- Theft
- Violation of any Beekman Charter School Policy or Procedure
- Gambling, conducting games of chance or possession of such devices on the premises or during working hours
- Leaving the work premises without authorization during work hours
- Sleeping on duty

This list is intended to be representative of the types of activities that may result in disciplinary action. It is not exhaustive, and is not intended to be comprehensive and does not change the employment-at-will relationship between the employee and Beekman Charter School. In the event of dismissal for misconduct, all benefits terminate at the end of the month. COBRA may not be available to anyone dismissed from Beekman Charter School for gross misconduct.

### **7.3: Post Resignation/Termination Procedures**

*Exit interview:* The Operations Manager or Human Resources may schedule an exit interview with a terminating employee on the employee's last day of employment and arrange for the return of Beekman Charter School property.

*Benefits:* Benefits (if they apply) end on your last day of employment. An employee, unless dismissed for gross misconduct, generally has the option to convert to continue Medical Benefits on a self-pay basis and for a limited period of time in accordance with The Consolidated Omnibus Budget Reconciliation Act ("COBRA") regulations.

*Final paycheck:* The final paper paycheck will be mailed when the next normal payroll is processed or 15 days following the date of separation – whichever is sooner. If there are unpaid obligations to Beekman Charter School, the final paycheck will reflect the appropriate deductions to the extent permitted by law.

## **Appendix**

### **2023-2024**

#### **Punctuality Expectations**

- Staff members who have morning duty must be clocked in five minutes prior to their scheduled duty time. You are responsible for your duty. If you swap duty with another staff member then you are responsible for seeing that they cover the duty.
- All other personnel must be clocked in by 7:35 AM. This is subject to change.
- Exception sheets will be issued for the fifth incidence of clocking in late and for every two incidences thereafter.
- If you forget to clock in, you must email the business office.

#### **Teacher Expectations**

##### **1. Responsible work ethic**

- Everyone should check their email before school, during your planning period, and before you leave campus each day.

- Personal phone calls should be made during your lunch break and before or after work hours and during your planning period.
- Teachers should not be on their cell phone during class time or assigned duty times.
- Children of employees should not interrupt instructional time or be present in their parent's classroom during the school day unless assigned to that particular class.
- Teachers should be posted at their door to greet students between classes.
- Teachers should NEVER leave students unattended.
- Paperwork should be completed on time (lesson plans, attendance, grades, and etc.)
- Attendance should be checked every class period.
- Staff meetings should be attended.
- Respect your coworkers and students as you would want them to respect you.
- Follow and implement ALL school wide policies and procedures on a daily basis.
  - No teacher shall allow cell phones in his or her class unless the principal has authorized cell phone use for student instructional purposes.
  - No teacher shall allow students to violate Beekman Charter School's dress code procedures.
  - No teacher shall allow students to violate Beekman Charter School's no eating or drinking policy in the classroom unless prior approval has been arranged with the principal. Bottled water is permissible.
  - No teacher can change the daily schedule.
  - No teacher can change classroom locations without prior approval.
  - No teacher shall fail to report bullying. ACT 697 requires suspension without pay for school employee admin who upon investigation is found to have failed to report.

## 2. Lesson Plans Guidelines

- Teachers should email weekly lesson plans to the curriculum assistant by 7:40 a.m. Monday morning. These plans should be on the BCS lesson template. Weekly lesson plans should be written for each subject taught. An exception sheet will be given after the weekly lesson plans are late for the third time. An exception sheet will be given if there are not weekly lesson plans submitted for the week. Disciplinary action will be taken after the second exception sheet is given.
- A copy of weekly lesson plans and assessments and/or rubrics must be placed in the BCS Lesson Plan Binder which should be kept on the teacher's desk at all times.
- All assessments and writing assignments should be given to designated administrator at the time of the assessment or writing assignment.

- Teacher websites will be checked weekly and should be updated by Monday morning at 7:15 or the last day school is in session for the following week.
  - A Week at a Glance should be posted on the website.
  - Websites should contain weekly information regarding homework, study information for the week, and test dates.
  - An exception sheet will be given after websites are updated late for the third time.
  - An exception sheet will be given if the teacher website is not updated for the week.
- Substitute folder should be located in a general location on desk. Folder should include the following:
  - Emergency lesson plans (2 days)
  - Class rosters with seating chart for each class
  - Classroom rules and procedures (hall passes)
  - Dress Code Procedures and Dress Code Violation forms
  - Student helpers
  - Teacher assistant
  - Discipline Procedures with infraction forms
  - Duty schedule along with duty map
  - Bell schedule
  - Daily schedule
  - Special instructions if needed
  - Substitute form
  - Classroom receipt record with free dress procedures
  - Parking Assignment Information
- Your daily schedule with “bell times” should be posted on the wall along with the school’s mission statement and fire and tornado procedures.

### 3. Classroom Environment

- The classroom is neat, attractive, inviting, and free of clutter.
- The classroom is safe and orderly.
- The classroom is student friendly and relevant to subject matter.
  - Evidence of students’ work
  - Books and material available for student use
  - Instructional boards contain information relevant to what is being taught
  - Objective posted on the board for the subject being taught that period in a way that students understand what is expected.
- Desks and/or tables and chairs are arranged to provide teacher with maximum visibility and the ability to assess to all students (freedom of movement).
- **Teacher should work in the power zone to maximize instruction and to deter disruptive behavior. No teacher should be seated at his or her desk during**

classroom instruction. Research has proven the teacher's desk to be the least effective position for classroom instruction.

#### 4. Instruction

- Students are engaged in the lesson using a variety of questioning strategies and differentiated instruction.
- Written tests are aligned to the curriculum and are formatted similar to the state assessment.
- Instruction is connected from one day to the next (Today's lesson is built upon yesterday's and provides a foundation for tomorrow's lesson.)
- Teacher taps into students' background knowledge and stimulates interest in common experiences.
- Students are involved in daily writings.
- Teacher uses technology to support students in extending their learning via the Internet or some other form of research method.
- Teach bell to bell.
- Utilize frequent small group purposeful talks about the learning.
- Objectives should be stated at the beginning and reviewed at the end of the lesson.

#### 5. Communication

- Teacher provides timely reports to parents concerning their child's academic and/or behavioral progress.
- Make parents your allies. Call early and often. Use the word "concerned." When communicating a concern, be specific and descriptive.
- Teachers return phone calls within a timely manner. Make sure you document the phone calls in Webpams.
- Administrators should be notified immediately of any medical concerns or any other emergency.

#### 6. Behavior

- Discipline individual students quietly and privately. Never engage in a disciplinary conversation across the room. Monitoring students at all times will decrease the number of classroom disruptions.
- No students should be unattended in the hall. If the problem is significant enough to remove a child from the classroom setting, then a major infraction must have occurred.
- Develop a set of written classroom expectations and enforce consistently.



- Classroom guidelines, rewards, and consequences are posted in a location visible to students.
- **Recognize and reinforce positive behavior.**
- For minor infractions, parental contact must be one of the classroom consequences before referring a student to an administrator.
- Corporal punishment shall not be used with students classified as Special Education or Section 504 (except for gifted and talented students).

### **Exception Sheets**

- Exception sheets will be issued to staff members who breach school policy, fail to follow directives, fail to perform job duties, or fail to adhere and enforce any mandates or guidelines.
- Should a staff member be issued three or more exception sheets during a school year, an administrative review of that employee's job performance shall occur to determine whether or not his/her employment should be continued.
- An administrative review of an employee's job performance based upon any and all elements of his/her duties may take place at any time if deemed necessary by the principal.

### **BCS Grading Policy**

- All teachers should have a minimum of six major grades per nine weeks grading period
- A homework grade can be given as one of the six grades, but it should be graded for completion only
- All graded assignments should be graded, returned to students, and posted on WebGradebook no later than **five** school days after the assignment with exception to research papers and extended projects
- Weekly assessments should be meaningful and directly aligned with the standards
- Projects should be graded using a rubric that is given to students when the project is introduced
- A Study Guide/Study Materials should be given to students on the first day of the unit of study
- Mid-term/Final exams at Beekman Charter School will be given at the discretion of the teacher. Final exams will be administered during the regular class period or with a modified schedule. These exams will count as no more than two 100 point grades for the semester grading period. If a student has an A average for the year/class, they are exempt from the final exam. This does not apply to Dual Enrollment classes that are governed by outside entities. For students in high school taking the LEPA 2025 test, their score will count as 30% of the final grade or 5% for students that qualify for Act 833. When LEAP 2025 scores are not

available before final grading, teacher grades will be used to compute a student's final average.

- Beekman Charter School will use the following grading scale:
  - A = 100 – 93
  - B = 92 – 85
  - C = 84 – 75
  - D = 74 – 67
  - F = 66 – 0
- BCS will use the following scale to identify grade point averages:
  - 4.0 – 3.5 is an “A” average
  - 3.49 – 2.5 is a “B” average
  - 2.49 – 1.5 is a “C” average
  - 1.49 - .5 is a “D” average
  - 0.49 and below is an “F” average

## **Receipt for Employee Handbook**

I acknowledge that I have received a copy of Beekman Charter School’s Employee Handbook. I agree to read it thoroughly. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from my supervisor or the principal.

I understand that I am and will be considered an “at will” employee and as such, employment with Beekman Charter School is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice.

No supervisor or other representative of Beekman Charter School (except the Principal) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

In addition, I understand that this Handbook states Beekman Charter School’s policies and practices in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with Beekman Charter School for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

Please sign and date this receipt and return it to the Principal.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_