



# Larchmont Charter School, Inc.

## Personnel Handbook

2011-2012

*(Updated June 2011)*

**PERSONNEL HANDBOOK ACKNOWLEDGEMENT**

Comment [01]: Moved from last page to page 2

By my signature below, I acknowledge that I have received a copy of Larchmont Charter School, Inc.'s Personnel Handbook, on the date indicated below and agree to my at-will employment as described below. I acknowledge that it is my responsibility to read and review the Personnel Handbook carefully. I also acknowledge that it is my responsibility to ask for clarification if I do not understand any of the policies included in the Personnel Handbook.

This Personnel Handbook was created with the knowledge and/or participation of all interested parties at Larchmont Charter School, Inc., well after the creation of the Larchmont Charter School, Inc. Charter and other documents concerning employment at Larchmont Charter School, Inc. In recognition of the continually evolving efforts to define and improve the procedures and workings of Larchmont Charter School, Inc., in the event of a conflict between the terms of this Personnel Handbook and the Charter, employment agreements, or any other documents, the terms of this Personnel Handbook will prevail.

I understand that the Personnel Handbook contains important information regarding Larchmont Charter School, Inc.'s expectations, policies and guidelines and that I am expected to comply with these expectations, policies and guidelines at all times. I understand that the Personnel Handbook does not provide a binding contract, but provides guidelines for personnel concerning some of Larchmont Charter School, Inc.'s policies.

Just as I am free to terminate the employment relationship with Larchmont Charter School, Inc. at any time, Larchmont Charter School, Inc., in its sole discretion, also reserves the right to modify or terminate the employment relationship with me at any time for any or no reason. Further, there is no agreement, expressed or implied, written or verbal, between the employee and Larchmont Charter School, Inc. for any specific period of employment, for continuing or long-term employment, or for guaranteed terms and conditions of employment.

Other than Larchmont Charter School, Inc.'s Board of Directors, no other entity or person has the authority to modify this personnel handbook.

\_\_\_\_\_  
Employee Name (print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Return this acknowledgement to your School Site Office Manager.

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## Handbook Use and Purpose

This handbook is designed to help employees get acquainted with Larchmont Charter School, Inc. and to ensure a safe, accountable and cohesive learning environment. It explains some of our philosophies and beliefs, and describes in general terms, our employment guidelines. It also details the general terms and conditions for employment of all its employees: teachers, support staff, and administrators. We hope that this handbook will serve as a useful reference document for employees throughout their association with Larchmont Charter School, Inc.

Employees should understand, however, that this handbook is not intended to be a legally enforceable agreement between Larchmont Charter School, Inc. and its employees. Further, the handbook *does not* replace any official plan documents - health insurance, retirement plan, insurance, etc. - which will in all cases take precedence over this handbook.

Because Larchmont Charter School, Inc. is a growing and changing organization, it must necessarily reserve the right to add to, amend, modify, or delete provisions of this handbook, or the policies and procedures on which they may be based. While Larchmont Charter School, Inc. shall try to make all such changes known in a timely manner, such changes may be made at any time and without advance notice. Larchmont Charter School, Inc. also reserves the right to interpret any of the provisions set forth in this handbook in any manner it deems appropriate. No individuals other than Larchmont Charter School, Inc.'s Administrators (Principal, Head of School, and Executive Director) have the authority to enter into any employment or other agreement that modifies Larchmont Charter School, Inc.'s policies. Any such modification *must* be in writing and signed by the appropriate Administrator.

For purposes of this document, School Leader is defined as Head of School, Principal, or Assistant Principal when applicable. Administrator is defined as School Leader or Executive Director when applicable.

Comment [03]: Added definitions for clarity.

The above notwithstanding, Larchmont Charter School, Inc. does invite its employees to make suggestions from time to time for changes in the handbook. Just like the school charter, the handbook is a "living document" and it should continue to evolve as does Larchmont Charter School, Inc.

Employees must sign the acknowledgment form on page two (2) of this handbook, tear it out, and return it to their School Site Office Manager. This will provide Larchmont Charter School, Inc. with a record that each employee has received this handbook. **It is therefore the responsibility of each employee to read the Handbook and be familiar with its contents.**

Comment [04]: Clarified point per site.

## General Terms of Employment

### Equal Opportunity Employer

Larchmont Charter School, Inc. is an equal opportunity employer. It is the policy of Larchmont Charter School, Inc. to afford equal employment and advancement opportunity to all qualified individuals without regard to race, creed, color, religion, national origin, ancestry, sex, sexual orientation, age, physical or mental disability, marital status, citizenship status, medical condition, or any other legally protected status. This policy extends to all employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Larchmont Charter School, Inc. will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Site Administrator and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. Larchmont Charter School, Inc. then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. Larchmont Charter School, Inc. will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable, allows the employee to fulfill his or her assigned duties, and will not impose an undue hardship on the school's operations, Larchmont Charter School, Inc. will make every effort to allow the accommodation.

### At-Will Status Employment

Larchmont Charter School, Inc.'s general policy is that all employees are employed at the will of Larchmont Charter School, Inc. for an indefinite period. Accordingly, either Larchmont Charter School, Inc. or the employee can terminate this relationship at any time, for any reason, without cause, and with or without notice.

Nothing contained in this handbook, employment applications, Larchmont Charter School, Inc. memoranda or other materials provided to employees in connection with their employment shall require Larchmont Charter School, Inc. to have "cause" to terminate an employee or otherwise restrict Larchmont Charter School, Inc.'s right to terminate an employee at any time for any reason. Statements of specific grounds for termination set forth in this handbook or elsewhere are not all-inclusive and are not intended to restrict Larchmont Charter School, Inc.'s right to terminate at will. Other than the Principal, Head of School, or the Executive Director with ratification by the Larchmont Charter School, Inc. Board of Directors, no Larchmont Charter School, Inc. representative is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with Larchmont Charter School, Inc. that are not consistent with Larchmont Charter School, Inc.'s policy on "at will" employment.

This policy shall not be modified by any statements contained in this handbook or employee applications, Larchmont Charter School, Inc. memoranda, sales commission agreements, Larchmont Charter School, Inc. commission agreements, or other materials provided to employees in connection with their employment. Further, none of those documents whether

singly or combined, or any employment practices shall create neither an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

### Personnel Files and Record Keeping Protocols

At the time of each employee's employment, a confidential personnel file is established for the employee. It is the employee's responsibility to keep the School Leader advised of changes that should be reflected in the employee's personnel file. Such changes include, but are not limited to, having up to date and accurate credential and compliance documentation, salary and benefits information, TB test verification, change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable Larchmont Charter School, Inc. to contact the employee should the change affect one's other records.

**Comment [05]:** Clarified that it is the employee's responsibility to ensure their records are up to date.

The employee has the right to inspect certain documents in his/her personnel file, as provided by law, in the presence of a Larchmont Charter School, Inc. representative, at a mutually convenient time. No copies of documents in the employee's file may be made with the exception of documents he/she has previously signed. The employee may add his/her comments to any disputed item in the file. Larchmont Charter School, Inc. will restrict disclosure of all personnel files to authorized individuals on a strict need-to-know basis. Larchmont Charter School, Inc. Administrators will restrict access to individual personnel files and ensure that the files are maintained in a safe, secure and restricted area away from other files accessible by staff and administrators.

A request for information contained in a personnel file must be directed to the School Leader. Only the Executive Director, School Leader or Business Manager is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, Larchmont Charter School, Inc. will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

## The Professional Environment of Larchmont Charter School, Inc.

### Charter School Background

Charter schools are nonsectarian public schools of choice that operate with freedom from many of the regulations that apply to traditional public schools. The "charter" establishing each such school is a performance contract detailing the school's mission, program, goals, students served, methods of assessment, and ways to measure success. Following the initial three-year charter approval by LAUSD, the length of time for which charters are granted in California is 5 years. At the end of the term, the entity authorizing the charter may renew the school's contract. Charter schools are accountable to their authorizer—in our case, the Los Angeles Unified School District – to produce positive academic results and adhere to the charter contract. The basic concept of charter schools is that they exercise increased autonomy in return for this accountability. They are accountable for both academic results and fiscal practices to several groups: the sponsor that grants them, the parents and students who choose them, and the public that funds them.

### General Professional Expectations



At Larchmont Charter School, Inc., we regard the work we do as being of utmost importance. Therefore, we have very high expectations for professionalism and performance of each one of our employees. All employees should treat all individuals, students, teachers, administrators, volunteers, and family members, with respect and approach all situations as opportunities to learn.

### **Teaching Staff**

All teaching staff, including substitutes, must be certified by all legally mandated certifying bodies. However, teachers-in-training who are working toward certification and others with specialized and appropriate experience may also be retained if their skills and abilities will further the educational mission of Larchmont Charter School, Inc. and if they are in the process of securing a credential. Larchmont Charter School, Inc. will follow the guidelines established in the No Child Left Behind Act of 2001 as it pertains to the "highly-qualified" requirements of our staff.

### **Teaching Interns**

All teaching interns are either close to achieving or already hold a teaching credential. Teaching interns carry out roles and responsibilities of Teaching Assistants but also are required to plan for and teach some aspect of the curriculum as arranged with the teacher in whose classroom they work.

### **Teaching Assistants**

Teaching assistants are not required to hold credentials but are expected to demonstrate subject knowledge and the ability to work well with students, as well as the ability to carry out the roles and responsibilities as stated in their specific job description. Teaching Assistants report directly to the Teacher in whose classroom they work, however, they must conform to requests by the School Leader and in the capacity of yard supervision and instruction.

### **Other Staff and Consultants**

While they do not require California teaching credentials, all other staff and consultants must demonstrate the abilities necessary to carry out their responsibilities effectively.

### **Professional Development Plans**

At the start of the school year, each Larchmont Charter School, Inc. teacher shall work with the School Leader to establish individual professional development goals and define the ways in which progress will be supported, monitored, and documented. Professional development goals may be shared with educational colleagues. Progress towards meeting goals may be monitored, supported, and documented by the Teacher, School Leader, and educational colleague through but not limited to informal observations, formal observations, coaching meetings, and the teacher's reflections. Documentation of the professional development plan will be added to the Teacher's personnel file during each school year.

Non-teaching staff will develop professional development goals with their supervisor at the beginning of each school year, and the supervisor will work with his/her staff members to develop, monitor and support the employee in reaching his/her stated goals throughout the year. Documentation of the professional development plan will be added to the employee's personnel file during each school year.

## Performance Standards and Evaluation of Teachers and Staff

The School Leader, using both formal and informal observations, will observe all teachers on an ongoing basis. Informal observations may occur during any instructional time and may include a post-observation communication. Formal observations may include a pre-observation conference as well as a post-observation conference. Pre-observation may be in person. Post-observation conferences may be in person and will occur soon after the observation. Results of formal and informal observations, consisting of the employee's and the administrator's observations and recommendations, will be put in writing and included within the employee's own professional development plan and the school's personnel file. Nothing in this section limits Larchmont Charter School, Inc. Administrators from conducting other observations of an informal or unannounced nature.

### Response to Observation and Review Findings

All employees shall have the right to make written objections to the observations or review findings within one week of receipt by stating areas of disagreement. These objections will be attached to the observation and/or evaluation and kept in the employee's personnel file.

### Job Share Arrangement

In a job share arrangement two teachers share one position, each one receiving one-half of his/her regular pay as a full time teacher. Teachers may request to job share for the following school year prior to May 1 of the preceding year. All such requests must be submitted in writing to the School Leader.

A job sharing position accrues 10 prorata sick days and 5 prorata personal days. Each job sharing teacher shall receive prorata health and welfare benefits. Each job sharing teacher shall be evaluated using the same procedure applied to full time teachers. The duties and responsibilities of each teacher in a job share arrangement shall be detailed in a written agreement between the teachers and Larchmont Charter School, Inc.

Job sharing teachers may mutually agree to exchange regularly assigned times, subject to notification and approval by the School Leader. If one teacher is absent, the other may assume the responsibility of covering the class. That teacher shall be paid the regular substitute's salary for the day(s) taught. At least one job sharing teacher must attend staff meetings. The teacher attending the staff meeting will provide the other teacher with the information covered in the staff meeting. Each teacher will be responsible for understanding and implementing, as appropriate, the items covered during the staff meeting.

Generally, teachers in job sharing positions shall work together on each non-teaching preparation day to ensure a positive learning experience for all students. This includes time prior to the opening of school, the first week of the school year, parent conferences, and closing out the year. Both job sharing teachers are eligible to attend the staff development days. Professional development days shall be divided fairly among job share employees and identified in the written agreement with Larchmont Charter School, Inc.

No more than one job share arrangement may be approved for each academic team in any given year, with a total of 2 job sharing arrangements for the school. Each job share assignment shall be scheduled for a full school year and may be renewed in writing on an annual basis.

**Comment [06]:** Deadline is May 1, benefits are prorated, there is clarity on shared responsibilities to ensure positive experiences for students.

The School Leader will bring all requests for job-sharing to the Executive Director along with the teacher agreement(s). The decision to approve or deny a job share arrangement lies within the sole and unreviewable discretion of the Executive Director, as the School Leader presents the job share contract. All decisions shall be made on a case-by-case basis. Larchmont Charter School, Inc.'s Executive Director reserves the right to alter or withdraw any job share arrangement without cause.

## Compensation and Benefits

### Faculty and Staff Compensation

The School Leader proposes a salary schedule in accordance with the terms of the Charter and Larchmont Charter School, Inc.'s annual budget, and presents them annually for approval to the Larchmont Charter School, Inc. Board of Directors.

### Faculty and Staff Benefits

Larchmont Charter School, Inc. provides a comprehensive medical, dental and vision insurance plan for eligible employees and their eligible dependents based on an allowance to be used to cover a Larchmont Charter School, Inc. sponsored-plan or participation in a spouse's/domestic partner's plan.

A Benefits Eligible Employee is an employee who falls into at least one of the below categories:

- An employee whose work agreement is 36 hours or more a week for at least 10 months of the year.
- An employee on an approved job share arrangement (as defined by the Larchmont Charter School, Inc. Personnel Handbook).
- A certificated employee whose agreement is non-temporary or non-1099 status and for at least 50% time.

In the final two categories, although the employee is benefits eligible, the employee will receive a stipend pro-rated to the percentage of time the employee is expected to work (per the work agreement).

For employees who choose coverage other than a company-sponsored plan, the allowance used to cover those premiums will be considered as taxable income to the employee and will be reported as such on the employee's W2.

The amount of the allowance to be used to cover a Larchmont Charter School, Inc. sponsored-plan will be set each year as part of the annual budget approved by the Larchmont Charter School, Inc. Board of Directors. For the 2011-2012 school year, the annual allowance is \$6,000 for individual coverage and \$9,000 for family coverage in company sponsored plans. If an employee's chosen plan exceeds a monthly allowance of \$500 for an individual plan or \$750 for a family plan, the employee will pay the difference to Larchmont Charter School, Inc. through paycheck deductions.

Benefits eligible employees who waive coverage by Larchmont Charter School, Inc. will receive an annual stipend of \$1,500 in lieu of any coverage. This stipend will be paid in paycheck installments throughout the school year. This stipend must be claimed in writing and submitted to the CAO Business Manager within 30 days of the start of the employee's employment for the

**Comment [07]:** This clearly defines a benefits eligible employee and includes the types of employees currently enrolled in benefits.

2011-2012 school year, or it will be considered waived.

### **When Coverage Starts**

Coverage for benefits eligible employees begins the day after any probationary period set forth by the CCSA Health & Welfare Trust. All employees' enrollment forms must be submitted to the CAO Business Manager. Such forms serve as the requests for coverage.

### **Payroll Withholdings**

Larchmont Charter School, Inc. is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA), State Teachers Retirement Service (STRS - for eligible credentialed faculty) and State Disability Insurance from each employee's paycheck as follows:

1. Federal Income Tax Withholding: The amount is statutory and varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The amount is statutory and varies with the number of exemptions the employee claims and the gross pay amount.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by Larchmont Charter School, Inc. This does not apply when eligible employees participate in STRS.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability. The amount deducted is statutory.
5. State Teachers Retirement Service (STRS): Larchmont Charter School, Inc. has chosen to participate in STRS, and all eligible staff who opt in will have contributions made on their behalf to STRS rather than Social Security. For the 2011-2012 school year, the employee contribution to STRS is 8%, and the employer contribution is 8.25%. The employee and employer contributions are processed through the LA County Office of Education ("LACOE") and deducted automatically from the school's monthly state apportionments and forwarded by LACOE to STRS.

Every deduction from the employee's paycheck is explained on the paycheck voucher. If the employee does not understand the deductions, he/she should ask the Site Administrator or CAO Business Manager to explain them. The employee may change the number of withholding allowances he/she wishes to claim for Federal Income Tax purposes before any pay period by filling out a new W-4 form and submitting it to the Site Administrator. The School Site Office Manager maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Site Payroll Manager and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

### **Employment Status**

Each Larchmont Charter School, Inc. employee is classified as either "Staff" or "Hourly." In general, Staff employees are exempt from overtime pay, and Hourly employees are not. Whether an employee is exempt or not will be determined on a case-by-case basis and will be indicated in the employee's job description. Staff Employees are compensated on a flat salary basis and their compensation is not affected by the number of hours they work. Employees classified as Hourly are eligible for overtime pay according to applicable state and federal law.

In addition, in this handbook, employees are categorized as either "full-time" or "part-time" and several of the policies and benefits described herein depend on whether the employee is full-time or part-time. Those categorizations are defined as follows:

### **Full-Time Employees**

Full-time employees are those employees who are regularly scheduled to work 40 or more hours per week (either throughout the calendar year on an eleven (11) month or twelve (12) month basis, or during the academic year on a ten (10) month basis). Generally, they are eligible for the employment benefit and leave programs provided by Larchmont Charter School, Inc., subject to the terms, conditions, and limitations of each benefit program, as described in this handbook.

### **Part-Time Employees**

Part-time employees are those employees who are regularly scheduled to work fewer than 40 hours per week. Part-time Employees may be assigned a work schedule in advance or may work on an as-needed basis. As described in this handbook, part-time employees receive legally mandated benefits and leaves, but they generally are not eligible for all of Larchmont Charter School, Inc.'s other employment benefit and leave programs. A change from part-time to full-time status will be effective only if the employee has been advised of the status change by the School Leader.

### **Overtime**

Both Staff and Hourly employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. Larchmont Charter School, Inc. will attempt to accommodate individual schedules. The School Leader must authorize in advance all overtime work for which additional compensation is to be paid. Larchmont Charter School, Inc. provides compensation for all overtime hours worked by hourly employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. The workday begins at 12:01 a.m. and ends at midnight twenty-four (24) hours later. Workweeks begin each Sunday at 12:01 a.m. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Payment for overtime is computed based on actual time worked. Only those hours that are

actually worked are added together to determine an employee's overtime pay. For more information regarding overtime rates, contact the School Leader.

### **Schedule**

All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Credentialed and all other Staff members will be assigned a work schedule during the hours of school operation. The School Leader will assign the employees' individual work and lunch schedules. In order to accommodate the needs of the school, it may be necessary to change individual work schedules on either a short-term or long-term basis.

To modify one's schedule, the employee should request the change with the School Leader. All schedule changes or modifications must be approved by the School Leader and documented in writing.

### **Meal and Rest Breaks**

Larchmont Charter School, Inc. provides all employees with meal and rest breaks according to applicable laws. Currently, Hourly employees working a shift of between 5 and 10 hours on any given workday must take a 30-minute meal break. Hourly employees may not "work through lunch" in order to arrive late or leave early or to work extra time. However, an Hourly employee working a shift of 6 hours or less may waive this meal period if both Larchmont Charter School, Inc. and the employee consent to the waiver in writing in advance. Forms are available in the school office.

An Hourly employee working a shift of 4 hours or more is given a 10-minute paid rest break per every 4 hours worked. In practical terms, this means that an Hourly employee who works over up to 8 hours in one day is given two 10-minute rest breaks, while one who works 8 hours or less is given one 10-minute rest break. Employees should make every effort to take their rest breaks. Rest break time is not to be combined with meal break time. Employees who work less than 4 hours in a day are not entitled to a rest break.

### **Timekeeping Procedures**

All Hourly employees must record their actual time worked on a Larchmont Charter School, Inc. timesheet for payroll and benefit purposes. Hourly employees must record the time work begins and ends, as well as the beginning and ending time of each meal period on a daily basis. Hourly employees must also record any departure from work for any non-work-related reason.

It is each employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors on timecards should be reported immediately to the School Payroll Manager, who will attempt to correct legitimate errors. Altering, falsifying, and tampering with time records, or recording time on another employee's time record is prohibited and subject to disciplinary action, up to and including termination of employment.

### **Paydays**

Paydays are scheduled on the fifteenth and last day of each month. Any errors in checks should be reported immediately to the School Payroll Manager. Depending on the position indicated in all employment agreements, employees are paid on a ten (10), eleven (11), or twelve (12) month schedule.

Hourly employees will be paid on the fifteenth and last day of the month on a staggered pay schedule, one week later than the immediate past two weeks that he/she worked. For example, pay day on the fifteenth of the month will be for the two week period one week prior to the 15<sup>th</sup> of the month.

The following is a list of the 2011-2012 paydays:

For 12 month employees only:

- 07/15/11
- 07/29/11

For 12 month and 11 month employees only:

- 08/15/11

For 12 month, 11 month and 10 month employees:

- |            |            |            |
|------------|------------|------------|
| • 08/31/11 | • 12/15/11 | • 03/31/12 |
| • 09/15/11 | • 12/30/11 | • 04/15/12 |
| • 09/30/11 | • 01/14/12 | • 04/29/12 |
| • 10/14/11 | • 01/31/12 | • 05/13/12 |
| • 10/31/11 | • 02/15/12 | • 05/31/12 |
| • 11/15/11 | • 02/29/12 | • 06/15/12 |
| • 11/30/11 | • 03/15/12 | • 06/30/12 |

### **Wage Attachments and Garnishments**

Under normal circumstances, Larchmont Charter School, Inc. will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require Larchmont Charter School, Inc., by law, to withhold part of an employee's earnings.

Employees are strongly encouraged to avoid such wage attachments and garnishments. If Larchmont Charter School, Inc. is presented with a garnishment request concerning an employee, either the School Leader or Business Manager, as appropriate, will discuss the situation with the employee.

### **Holidays**

Eligible full-time employees will receive time off with pay at their normal base rate to work on any of the Larchmont Charter School, Inc.-observed holidays listed below. If the holiday falls on a weekend, Larchmont Charter School, Inc. will designate either the Friday or the Monday adjacent to the weekend as a paid day off.

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Independence Day

- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

*(Note that employees who work only during the academic calendar, such as teachers, are not scheduled to work during many of the above-listed holidays, and therefore are not eligible for Holiday pay if worked)*

## Vacation, Sick, Personal Days Policy

For teachers, a year is defined annually by the Board approved calendar. For non-teachers, the year is defined as July 1 – June 30. For any staff hired after the start of their respective year, the number of sick, vacation, and/or personal days available for that year will be prorated to reflect the portion of the year that they are working. Larchmont Charter School, Inc. provides paid sick, personal and vacation days to full-time eligible employees for periods of temporary absences as stated below.

### Annual Award of Days

Twelve (12) month employees are allowed the following:

- Five (5) vacation days (see below for guidelines)
- Ten (10) sick days (see below for guidelines)
- Winter break (responsibilities permitting)
- All school holidays except spring break (for CAO: all days that are a holiday for both LCS and LCW)
- Up to three (3) weeks in the summer for LCS and LCW (responsibilities permitting); up to two (2) weeks over the summer for CAO (responsibilities permitting); this time can only be taken after the last day of school and prior to two weeks before teachers return to school.

Eleven (11) month employees are allowed the following:

- Ten (10) sick days (see below for guidelines)
- Five (5) personal days (see below for guidelines)
- Winter break (responsibilities permitting)
- All school holidays except spring break

Ten (10) month employees are allowed the following:

- Ten (10) sick days (see below for guidelines)
- Five (5) personal days (see below for guidelines)
- Winter break
- Spring break
- All school holidays

For all breaks classified as “responsibilities permitting,” a plan of work illustrating how one’s responsibilities will be covered during the absence must be submitted at least one week prior to the intended break and approved by one’s supervisor in writing at least one day prior to the

**Comment [08]:** Added this section for clarity, only change is removed 5 personal from 12 month and took away spring break for 11 month



intended vacation. It is the discretion of one's supervisor whether such breaks will be permitted.

## **Vacation**

### **Accrual**

Full-time, 12 month employees are eligible to accrue and take paid vacation. Teachers and 11 month employees are not eligible to accrue and take paid vacation. Eligible employees accrue five (5) days of paid vacation per year. Vacation is accrued on a pay period basis and will not accrue during any unpaid leave of absence. Part-time and temporary employees do not qualify for paid vacation time.

### **Vacation Accrual Cap**

Eligible employees may accumulate a maximum of 1.5 times the number of days they are eligible to accrue during the year of employment. If the employee reaches this vacation cap, the employee shall not accrue additional vacation time until he or she uses vacation time such as to reduce the amount of accrued unused vacation time below the cap. At this point, the employee will resume earning vacation time, prospectively, until he or she again reaches the vacation cap. For example, an employee in their second year of employment may accumulate up to 7.5 vacation days. Once they have accumulated 7.5 days, they will no longer accrue additional days until they use the existing vacation days that have been accumulated.

### **Compensation for Vacation**

Vacation days can be taken in full-day increments only. Employees will receive pay at their normal base rate for vacation days taken. Full-time, hourly employees will be paid for vacation based on an 8-hour workday. An eligible full-time employee who has accrued vacation days may not receive pay in lieu of vacation except upon termination of his/her employment, at which point any accrued but unused vacation time will be paid.

### **Vacation Approval and Scheduling**

Requests for vacation must be approved in advance. In order to request vacation, employees must fill out an Employee Time-Off Request Form. These forms can be obtained from the school office. In the event that two (2) or more employees have requested vacations covering the same period and may not be absent simultaneously, preference shall ordinarily be given to the employee with the greater length of service. Employees should make every attempt to schedule vacations during school holidays.

## **Sick Leave & Personal Days**

Eligible full-time ten (10), eleven (11) and twelve (12) month employees are eligible to accrue and take ten (10) sick days. Eligible ten (10) and eleven (11) month employees are eligible to accrue and take five (5) personal days per year. For any staff hired after the start of their respective year, the number of sick and personal days available for that year will be prorated to reflect the portion of the year that they are working. Sick days will carry over from one academic year to the next, personal days will not carry over. Sick leave will not accrue during any unpaid leave of absence.

### **Compensation for Sick Leave/Personal Days**

Eligible employees may take sick leave in half-day or full-day increments. Employees will receive pay at their normal base rate for any sick leave taken. For example, a full-time, Hourly employee will be paid sick leave based on an 8-hour workday for a full-day leave, and four-hours pay at his or her hourly rate for a half-day leave. No employee may receive pay in lieu of sick leave or personal day(s), and employees will not receive pay for unused sick leave and/or personal days that have expired at the end of the academic year (per the accrual policy above) or upon termination of their employment.

### **Use of Sick Leave**

Sick leave may be used for personal illness, injury, or disability. It is intended to be used only when actually required to recover from illness or injury; sick leave is not for "personal" absences. Eligible employees are permitted to use their accrued sick leave in order to care for an ill child (including a biological, foster, or adopted child, a stepchild, or legal ward of the employee), parent (including a biological, foster, or adoptive parent, stepparent or legal guardian), spouse, or domestic partner. Time off for medical and dental appointments will be treated as sick leave. Employees may not use sick time until it is accrued.

Larchmont Schools retains the right to request verification from a licensed health care practitioner for any absence due to illness, injury, or disability. Sick pay may be withheld if a satisfactory verification is not timely received.

In the event that the employee requests an extended leave for reasons outlined in the section on Coordination of Sick Leave Benefits with Other Benefits, all accrued personal and sick days must be exhausted; see section below on Leaves of Absence.

An employee with accrued sick days may donate up to two (2) accrued sick days to a Larchmont Charter School, Inc. sick bank administered by the School Leader. This must be documented in writing and will be considered effective the date of documentation.

Comment [09]: Added.

### **Requesting Sick Leave**

Eligible employees should call or email the School Leader and the School Site Office Manager, as soon as they are aware that they are unable to report to work. Larchmont Schools requests that employees attempt to provide at least 2 hours notice except in extraordinary circumstances.

If medical circumstances allow, employees should fill out an Employee Time-Off Request Form before taking sick leave if the employee has already reported to work. These forms can be obtained from the School Leader or in the School Site Office Manager's office.

### **Coordination of Sick Leave Benefits with Other Benefits**

If you exhaust sick leave, additional time off for illness or injury will be charged to your accrued personal day(s) and/or vacation day(s). Time off in excess of sick leave, personal days, and vacation will be without pay. Larchmont Charter School, Inc. will pay accrued sick leave benefits on behalf of an eligible employee during the normal waiting period, if applicable, before the employee is paid workers' compensation benefits pursuant to the applicable state and federal law governing industrial injury or illness. Similarly, Larchmont Charter School, Inc. will pay accrued sick leave benefits during the normal waiting period, if applicable, before the eligible

employee is paid benefits from either state unemployment disability or other insured unemployment disability plan. It is the employee's responsibility to apply for any disability benefits for which he or she may be eligible as a result of illness or disability, including California State Disability Insurance, workers' compensation insurance, and/or any short-term disability insurance benefits for which the employee qualifies.

### **Replacement**

Because Larchmont Charter School, Inc. is a small organization and every employee is a vital link in the operation of the Charter School, serious illness or other leaves of absence may necessitate replacement, at least on a temporary basis, of the missing employee.

### **Use of Personal Days**

Personal days are to be used for personal business which can not be transacted after working hours for certain compelling circumstances. Employees should obtain prior approval of their supervisor before taking a personal day. In the event that circumstances do not allow for prior approval (i.e. a broken pipe that requires an employee to stay and wait for a repairman), the school office should be notified as soon as possible so that arrangements for coverage can be made.

### **Requesting Personal Days**

In order to request personal day(s), employees must fill out an Employee Time-Off Request Form and submit it to his/her supervisor as soon as the need for time off is known. Requests for personal day(s) must be approved in advance. These forms can be obtained from the school office. In the event that two (2) or more employees have requested personal day(s) covering the same period and may not be absent simultaneously, preference shall ordinarily be given to the employee with the greater length of service. Employees should make every attempt to schedule personal days during school holidays.

## **Leaves of Absence**

In addition to vacation, sick leave, personal days and holidays, Larchmont Charter School, Inc. makes available to eligible full-time employees the leaves of absence described below. All employees may be entitled to take certain other leaves as required by law, some of which also are described below.

### **Family or Personal Illness Leave**

Eligible full-time employees may take up to 12 weeks unpaid leave per rolling 12-month period for the following reasons: (1) the birth of a child and in order to care for such child; (2) the placement of a child with the employee for adoption or foster care, (3) to care for an ill child (including a biological, foster, or adopted child, a stepchild, or legal ward of the employee), parent, parent-in-law (including parent of a domestic partner), spouse, domestic partner, or sibling, or (4) the employee's own serious health condition which renders him or her unable to perform the functions of his or her job. Leave because of reasons "1" or "2" must commence within 12 months of the birth or placement of the child. Leave may begin before the actual placement or adoption of a child if an absence from work is required for the placement for adoption or foster care to proceed. In addition, a female employee who is disabled on account of pregnancy, childbirth or related medical condition, may also be entitled to unpaid leave for the

duration of such disability, up to an additional four months.

**Eligibility for Leave:**

Family or Personal Illness Leave benefits are available to a full-time employee only after the employee has been working at Larchmont Charter School, Inc. for a total of at least twelve (12) months. In addition, the employee must first exhaust all accrued sick leave, personal days and all accrued vacation. Use of paid leave does not extend the 12-week leave period. Unpaid family or personal illness leave will run simultaneously with paid leave time. In order to request Family or Personal Illness Leave, employees should fill out an Employee Time-Off Request Form as soon as the employee is aware of the need for such leave. These forms can be obtained from the school office.

**Notice of Leave:**

If the need for family or personal illness leave is foreseeable, the employee must give Larchmont Charter School, Inc. at least 30 days prior written notice. If this is not possible, the employee must give such notice as soon as is practicable. When leave is needed for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt Larchmont Charter School, Inc. operations.

**Medical Certification:**

Larchmont Charter School, Inc. retains the right to request verification from a licensed health care practitioner for any absences requested under Larchmont Charter School, Inc.'s Family or Personal Illness Leave policy.

Larchmont Charter School, Inc. will maintain, for up to a maximum of 12 workweeks of family and medical leave, any group health insurance coverage that the employee was provided before the leave on the same terms as if he/she had continued to work. In some instances, Larchmont Charter School, Inc. may recover premiums it paid to maintain health coverage if the employee does not return to work following family or medical leave.

If an employee is on family and medical leave but is not entitled to continued paid coverage, he/she may continue group health insurance coverage through Larchmont Charter School, Inc. in conjunction with federal COBRA guidelines by making monthly payments to Larchmont Charter School, Inc. for the amount of the relevant premium. Please contact the CAO Business Manager for further information.

California workers who are covered by the California State Disability Insurance program may be eligible to request payments from the State of California under the Paid Family Leave program, which provides a maximum of six weeks of paid family leave benefits for workers who take time off to care for a child, spouse, parent or domestic partner who is seriously ill, or to bond with a new child. Details of that program can be obtained from the California State Disability Insurance office.

Under most circumstances, upon return from family and medical leave, the employee will be reinstated to his/her previous position, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, during and upon return from a family and medical leave, the employee has no greater right to reinstatement than if he/she had been continuously employed rather than on leave. For example, if the employee would have been laid off had he/she not gone on family and medical leave, or if his/her position has been eliminated

during the leave, then the employee will not be entitled to reinstatement.

If the employee is returning from family and medical leave taken for his/her own serious health condition, but he/she are unable to perform the essential functions of his/her job because of a physical or mental disability, Larchmont Charter School, Inc. will attempt to reasonably accommodate him/her. His/her use of family and medical leave will not result in the loss of any employment benefit that he/she earned or were entitled to before using family and medical leave.

### **Pregnancy-Related Disability Leave**

Any employee who is qualified under California's pregnancy disability laws and is disabled on account of pregnancy, childbirth or related conditions may take a pregnancy-related disability leave of up to 4 months. Pregnancy-related disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

Likewise, in accordance with California's pregnancy disability laws, Larchmont Charter School, Inc. will provide a qualified employee with a reasonable accommodation for pregnancy, childbirth, or related medical conditions if the employee requests a reasonable accommodation and the employee provides Larchmont Charter School, Inc. with medical certification from her health care provider establishing that the employee requires a reasonable accommodation. In addition to other potential forms of reasonable accommodation, Larchmont Charter School, Inc. will temporarily transfer a pregnant employee to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

Employees who take time off for pregnancy disability may still be entitled to take Family or Personal Illness Leave to care for and bond with a child if they qualify for both types of leave. The maximum amount of leave to which an employee could be entitled under both types of leave is four months plus 12 weeks, assuming the employee is in fact disabled by pregnancy for four months and is eligible for and requests 12 weeks of Family and Personal Illness Leave.

### **Procedure for Requesting Pregnancy-Related Disability Leave or Transfer**

Employees should notify Larchmont Charter School, Inc. of their request for pregnancy-related disability leave as soon as they are aware of the need for such leave. For foreseeable events, if possible, the employee should provide 30 calendar days' advance notice to Larchmont Charter School, Inc. of the need for pregnancy-related disability leave. If it is not practicable for the employee to give 30 calendar days' advance notice of the need for leave or transfer, the employee must notify Larchmont Charter School, Inc. as soon as practicable after she learns of the need for the pregnancy-related leave or transfer.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, Larchmont Charter School, Inc. reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for pregnancy-related disability leave.

Any request for pregnancy-related disability leave must be supported by medical certification from a health care provider, which shall provide the following information: (a) the date on which the employee became disabled due to pregnancy; (b) the probable duration of the period or periods of disability; and (c) an explanatory statement that, due to the disability, the employee is unable to work at all or is unable to perform one or more of the essential functions of her

position without undue risk to herself, her pregnancy, or other persons.

In the case of a pregnancy-related disability transfer, the medical certification shall provide the following information: (a) the date on which the need to transfer became medically advisable; (b) the probable duration of the transfer; and (c) an explanatory statement that, due to the employee's pregnancy, the transfer is medically advisable.

Upon expiration of the time period for the leave or transfer estimated by the health care provider, Larchmont Charter School, Inc. may require the employee to provide another medical certification if additional time is requested for leave or transfer.

#### **Leave's Effect on Pay**

Except to the extent that other paid leave is substituted for pregnancy-related disability leave, pregnancy-related disability leave is unpaid.

#### **Substitution of Other Available Leave for Pregnancy-Related Disability Leave**

An employee taking pregnancy-related disability leave must substitute any available personal or sick days (pursuant to Larchmont Charter School, Inc.'s Personal Days & Sick Leave policy) and may substitute any available vacation days (pursuant to Larchmont Schools' Vacation policy) for her leave. The substitution of sick leave pay or vacation pay for pregnancy-related disability leave does not extend the total duration of the leave to which the employee is entitled.

#### **Leave's Effect on Benefits**

During an employee's pregnancy-related disability leave, Larchmont Charter School, Inc. will maintain any group health insurance coverage that she was provided before the leave on the same terms as if she had continued to work. In some instances, Larchmont Charter School, Inc. may recover premiums it paid to maintain health coverage if the employee does not return to work following pregnancy disability leave.

Employees on pregnancy-related disability leave accrue employment benefits, such as sick leave, personal days, and/or vacation time, if any, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

#### **Reinstatement after Pregnancy-Related Disability Leave or Transfer**

Unless Larchmont Charter School, Inc. and the employee already have agreed upon the employee's return date, an employee who has taken a pregnancy-related disability leave or transfer must notify the School Leader at least 2 business days before her scheduled return to work or, as applicable, before her transfer back to her former position. An employee who timely returns to work at the expiration of her pregnancy-related disability leave will be reinstated to her former position, or a comparable position, whenever possible and consistent with applicable law.

Any employee taking a pregnancy-related disability leave or transfer must obtain a certification by her doctor releasing her to return to work. The release should be in writing and submitted to the Principal on or before the employee's return from a pregnancy-related disability leave.

#### **Military Leave**

Employees whose participation in the armed forces services or other military duty is mandatory will be granted time off without pay. Employees may elect to substitute accrued vacation, personal and/or sick days (pursuant to Larchmont Charter School, Inc. Vacation Policy and Personal Days & Sick Leave policy) during any unpaid leave due to military duty.

Employees should inform the School Leader of any military obligations as soon as they know the required dates of service. If requested, employees must furnish the School Leader with a copy of any official orders or instructions.

Upon return from an excused military leave, the employee will be reinstated to his or her former position, or another position, to the extent required by applicable law.

#### **Bereavement Leave**

Employees who regularly work 20 or more hours per week may be granted up to three (3) days of paid bereavement leave if they suffer the loss of an immediate family member. This time may also be used for handling death -related personal affairs. The employee may also be granted up to one full day of paid leave to attend the funeral of a relative who is not in the employee's immediate family.

Employees who work less than 20 hours per week are entitled to unpaid leave to attend the funeral of an immediate family member or other relative.

Any employee who requires more than three (3) days of bereavement leave must submit a written request to the School Leader and must receive written approval from the School Leader prior to the taking of any leave.

#### **Jury Duty/Witness Duty**

Any employee will be excused from work for required duty as a juror or witness, but this time shall be unpaid. The employee called for jury duty should notify their supervisor immediately when they receive notice to report for jury or witness duty. Employees must show proof of jury or witness service.

#### **Assistance For Victims Of Domestic Violence**

An employee who is the victim of domestic violence will be given a reasonable amount of time off without pay to obtain court relief and obtain other assistance to help ensure the health, safety, or welfare of the employee or the employee's children. The employee may elect to substitute personal days, accrued vacation or sick time (pursuant to Larchmont Charter School, Inc. policies) for such leave.

Employees must provide Larchmont Charter School, Inc. with as much notice as reasonably possible for such time off. Employees also must provide satisfactory documentation of the need for such leave, as may be required by Larchmont Charter School, Inc..

### **Standards of Conduct**

#### **Punctuality and Attendance**

Larchmont Charter School, Inc. expects all employees to report to work on a reliable and punctual basis. Absenteeism, early departures from work, and late arrivals burden fellow employees, students, and Larchmont Charter School, Inc. If an employee cannot avoid being late to work or is unable to work as scheduled, he/she must contact the school office as soon as possible.

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized school business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and should be avoided. Excessive absenteeism may lead to disciplinary action, and if uncorrected, to termination of employment.

#### **Missed Days/Arrangement for Substitutes**

All employees should call the school office as soon as they are aware that they are unable to report to work. Larchmont Charter School, Inc. requests that employees attempt to provide at least 2 hours notice except in extraordinary circumstances. The school office shall arrange for a substitute teacher for the day.

Upon returning to work after an absence for any reason, other than a pre-approved vacation, personal or sick day, all employees must complete an absence form and turn it in to their supervisor by the end of the workday on which the employee returns. If an employee is absent for medical reasons for more than five (5) working days, the employee must, immediately upon his or her intended day of return to work, provide their supervisor with a physician's statement certifying that the employee is able to return.

#### **Personal Appearance and Conduct**

Employees are expected to wear clothing appropriate for the nature of the school and the type of work performed. Because each employee is a representative of Larchmont Charter School, Inc. in the eyes of the public, each employee is expected to report to work properly groomed, maintain good personal hygiene, and maintain a professional appearance that sets a good example for Larchmont Charter School, Inc. students.

#### **Policy on Harassment**

Larchmont Charter School, Inc. is committed to providing a workplace and school environment in which all individuals are treated with respect and dignity. Larchmont Charter School, Inc. expects that all relationships among persons in the workplace and in the classroom will be free of bias, prejudice, and harassment. Larchmont Charter School, Inc. specifically prohibits harassment of any kind, whether verbal, physical or visual, that is based on an individual's race, color, religion, national origin, ancestry, age, physical or mental disability, marital status, medical condition, sex, pregnancy, childbirth, or related medical condition, sexual orientation, veteran status or any other category protected by state or federal law.

This policy applies to all staff, and, pursuant to the policy, Larchmont Charter School, Inc. will not tolerate harassment, discrimination, or retaliation, whether engaged in by or directed at supervisors, co-workers, contractors, students, parents or visitors.

#### **Prohibited Conduct**



Prohibited conduct includes unwelcome verbal, physical, and/or visual conduct that creates an intimidating, offensive, or hostile working/classroom environment or that interferes with work/class performance. Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or cartoons regarding the victim's sex, race, color, national origin, religion, age, physical or mental disability, ancestry, marital status or any other category protected by applicable federal or state law.

Sexually harassing conduct in particular may include all of these prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and unwelcome sexual advances. Sexual harassment can be by a person of either the same or the opposite sex. Conduct constitutes sexual harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

All such harassment, regardless of form, violates Larchmont Charter School, Inc.' policies, which may subject the harasser to disciplinary action up to and including termination. The harassment also may violate state and federal laws, which may subject the harasser to personal liability for such conduct. Harassing behavior is unacceptable in the workplace itself, in the classroom, in other work-related settings such as professional conferences, school-related social events, and other Larchmont Charter School, Inc.-related circumstances.

#### **Complaint Procedure**

Any incidents of harassment, including work-related harassment by any Larchmont Charter School, Inc. personnel or any other person, should be immediately reported to the School Leader. Anyone who receives a complaint or who observes harassing conduct should immediately inform the School Leader. Prompt reporting of any harassing conduct enables Larchmont Charter School, Inc. to respond rapidly and take appropriate action, and helps Larchmont Charter School, Inc. maintain an environment free of harassment for all employees.

Every reported complaint of harassment will be investigated by Larchmont Charter School, Inc. thoroughly, promptly, and objectively. During the investigation, Larchmont Charter School, Inc. will maintain employees' confidentiality to the extent reasonably possible. If the investigation confirms a violation of this policy, Larchmont Charter School, Inc. will take appropriate disciplinary action up to and including termination.

#### **Retaliation**

Larchmont Charter School, Inc. will not tolerate retaliation against any employee for making a good faith complaint about harassment, or for cooperating in an investigation, proceeding, or hearing on a complaint.

Retaliation is a violation of this policy and should be reported immediately to the School Leader. Anyone who receives a complaint of retaliation or who observes retaliation is required to report it to the School Leader. Larchmont Charter School, Inc. will promptly investigate any such complaint. Any person who engages in retaliatory conduct towards any employee who cooperated in an investigation or made a good faith complaint will be subject to discipline, up to and including suspension without pay and/or termination.

#### **Policy Concerning Violence in the Workplace**

Larchmont Charter School, Inc. recognizes that violence in schools is a growing nationwide problem necessitating a firm, considered response. The costs of such violence are great, both in human and financial terms. We believe that the safety and security of Larchmont Charter School, Inc. employees and students is paramount. Therefore, Larchmont Charter School, Inc. has adopted this policy regarding workplace violence to help maintain a secure workplace.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect Larchmont Charter School, Inc. or that occur on Larchmont Charter School, Inc. property or in the conduct of Larchmont Charter School, Inc. business off Larchmont Charter School, Inc. property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in Larchmont Charter School, Inc. operations, including, but not limited to, Larchmont Charter School, Inc. students, parents, personnel, contract workers, temporary employees, and anyone else on Larchmont Charter School, Inc. property or conducting Larchmont Charter School, Inc. business off Larchmont Charter School, Inc. property. Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

In addition, Larchmont Charter School, Inc. has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits. Always ensure that all visitors have signed the visitor log and are wearing appropriate visitor badges. Report any suspicious persons or activities to the front office. It is important to secure one's desk or office at the end of the day. When called away from one's work area for an extended length of time, do not leave valuables and/or personal articles unattended. The security of facilities as well as the welfare of our students and employees depends upon the alertness and sensitivity of every individual to potential security risks. All employees should immediately notify the front office when known persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

### **Workplace Violence**

Workplace violence includes threats of any kind; threatening, physically aggressive, or violent behavior, such as intimidation, or attempts to instill fear in others; other behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or swearing, sabotage, threats of sabotage of Larchmont Charter School, Inc. property; defacing Larchmont Charter School, Inc. property or causing physical damage to the facilities; and, with the exception of security personnel, bringing weapons or firearms of any kind on Larchmont Charter School, Inc. premises or while conducting Larchmont Charter School, Inc. business. No workplace violence of any kind will be tolerated by Larchmont Charter School, Inc.

### **Enforcement/Complaint Procedure**

Any person who engages in a threat or violent action on Larchmont Charter School, Inc. property may be removed from the premises as quickly as can be done safely or as required, at Larchmont Charter School, Inc.'s discretion, to remain off Larchmont Charter School, Inc. premises pending the outcome of an investigation of the incident.

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, student, parent, visitor, or anyone else, he or she must immediately notify the front office. Further, employees should notify the School Leader if any restraining order is in effect, or if a potentially violent nonwork-related situation exists that could result in violence in

the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, Larchmont Charter School, Inc. will inform the reporting individual of the results of the investigation. To the extent feasible, Larchmont Charter School, Inc. will maintain the confidentiality of the reporting employee. However, Larchmont Charter School, Inc. may need to disclose information in appropriate circumstances (for example, in order to protect individual safety). Larchmont Charter School, Inc. will not tolerate retaliation against any employee who reports workplace violence.

If Larchmont Charter School, Inc. determines that workplace violence has occurred, Larchmont Charter School, Inc. will take appropriate corrective action and may impose discipline on offending employees, up to and including suspension without pay and/or termination.

### **Smoking**

All Larchmont Charter School, Inc. buildings and facilities including all rented spaces, properties and sponsored events, both on and off campus, are smoke-free.

### **Larchmont Charter School, Inc.'s Policy on a Drug-Free Environment**

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, to protect the school, school grounds, equipment, and operations, and in compliance with government requirements, Larchmont Charter School, Inc. has established this policy concerning the use of drugs. As a condition of continued employment with Larchmont Charter School, Inc., each employee must abide by this policy.

This policy applies whenever the interests of Larchmont Charter School, Inc. may be adversely affected, including any time that an employee is on Larchmont Charter School, Inc. premises and conducting or performing activities on behalf of Larchmont Charter School, Inc. (regardless of location).

Employees who suspect they may have alcohol or drug problems, even in the early stages, are encouraged to voluntarily seek diagnosis and follow through with any treatment as prescribed by qualified professionals. Employees who wish to voluntarily enter and participate in an approved alcohol or drug rehabilitation program are encouraged to contact the Principal, who will determine whether Larchmont Charter School, Inc. can accommodate the employee by providing unpaid leave for the time necessary to complete participation in the program. Employees should be aware that participation in a rehabilitation program will not necessarily shield them from disciplinary action for a violation of this policy.

### **Illegal Drugs**

An "illegal drug" is any drug or substance that is not legally obtainable, is legally obtainable but has not been legally obtained, or has been legally obtained but is being sold or distributed unlawfully. Any employee who uses, possesses, purchases, sells, manufactures, distributes, transports, or dispenses any illegal drug will be subject to discipline up to and including suspension without pay and/or termination. "Possesses" means that the employee has the substance on his or her person or otherwise under his or her control. Any employee who is under the influence of any illegal drug will be subject to discipline up to and including suspension without pay and/or termination.

## **Legal Drugs**

A "legal drug" is any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed. Any employee who abuses a legal drug will be subject to discipline up to and including suspension without pay and/or termination. "Abuse of a legal drug" means the use of any legal drug for any purpose other than the purpose for which it was prescribed or manufactured, or in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer. Any employee who purchases, sells, manufactures, distributes, transports, or dispenses any legal prescription drug in a manner inconsistent with law will be subject to discipline up to and including suspension without pay and/or termination. Any employee who works while impaired by the use of a legal drug will be subject to discipline up to and including termination suspension without pay and/or whenever such impairment might (1) endanger or threaten the safety of the employee, students or some other person; (2) pose a risk of significant damage to Larchmont Charter School, Inc. property or equipment; or (3) substantially interfere with the employee's job performance or the efficient operation of the school or Larchmont Charter School, Inc. equipment.

Larchmont Charter School, Inc. recognizes that employees may be prescribed legal drugs that, when taken as prescribed or according to the manufacturer's instructions, may result in their impairment. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the employee, students or someone else, pose a risk of significant damage to Larchmont Charter School, Inc. property, or substantially interfere with the employee's job performance. If an employee is so impaired by the appropriate use of legal drugs, he or she may not report to work.

Nothing in this policy is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this policy. Furthermore, nothing in this policy is intended to diminish Larchmont Charter School, Inc.' commitment to employ and reasonably accommodate qualified individuals who are disabled. Larchmont Charter School, Inc. will reasonably accommodate qualified employees who are disabled who must take legal drugs because of their disability.

## **Off-the-Job Conduct**

Larchmont Charter School, Inc. does not regulate off-the-job conduct, so long as the employee's off-the-job behavior does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this policy.

## **Disciplinary Action**

A first violation of the Drug-Free Environment policy will result in immediate termination whenever the prohibited conduct caused injury to the employee, a student, or any other person, or endangered the safety of the employee, student, or any other person.

In circumstances other than those described in the above paragraph, Larchmont Charter School, Inc. may choose not to terminate an employee for a first violation of this policy. In addition to termination, disciplinary action for a violation of this policy can include, but is not limited to, suspension with or without pay and/or counseling.

### **Criminal Convictions**

Employees must notify Larchmont Charter School, Inc. of any conviction under a criminal drug statute within five (5) days after any such conviction. As required by federal law, Larchmont Charter School, Inc. will notify any federal agency with which it has a contract of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace.

### **Confidentiality of Drug Use Disclosures**

Disclosures made by employees to the School Leader concerning their use of legal drugs will be treated with due regard to confidentiality and will ordinarily not be revealed to others unless there is a work or school-related reason for doing so. Disclosures made by employees to the School Leader concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially to the extent legally permitted.

### **Confidentiality**

Information about Larchmont Charter School, Inc., its employees, students, families, suppliers, and vendors is to be kept confidential and divulged only to individuals within Larchmont Charter School, Inc. with both a need to receive and authorization to receive the information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with the School Leader.

All records and files maintained by Larchmont Charter School, Inc. are confidential and remain the property of Larchmont Charter School, Inc. Records and files are not to be disclosed to any outside party without the express permission of the School Leader. Confidential information includes, but is not limited to: financial records; personnel and payroll records regarding current and former employees; the identity of, contact information for, and any other information on students, vendors, and suppliers; programs, trade secrets, and any other documents or information regarding Larchmont Charter School, Inc.'s operations. Confidential information may not be removed from Larchmont Charter School, Inc. premises without express authorization.

As Larchmont Charter School, Inc. was chartered to serve a diverse socio-economic population, special care needs to be given to safeguarding the identity of students who are economically disadvantaged students. Every precaution should be taken to ensure that information identifying a student as eligible for the Federal Free & Reduced Lunch program is kept confidential at all times, and only those staff members with a legitimate need to know should be provided with this information.

In addition, as a school that serves students with special needs, extraordinary care must also be taken to ensure the confidentiality of all information related to the assessment for, or provision of, special education services. Access to Individual Educational Plans (IEPs) is on a strict need-to-know basis and any staff accessing a student's IEP must, in accordance with LAUSD policy, sign the IEP folder in and out and ensure its confidentiality while in his/her possession. Parents, volunteers, Board Members and staff who do not have a need to know this information are prohibited from accessing this information under any circumstances.

Lastly, student records are not to be shared with or accessed by anyone other than authorized school staff members, with the obvious exception of the student's parents/legal guardians.

Parent volunteers working in the school office are not allowed to access individual student records for any reason.

Confidential information obtained during or through employment with Larchmont Charter School, Inc. may not be used or disclosed by an employee, except as job-related. Employees must also maintain the confidentiality, use or disclosure of confidential information at all times following termination of employment. Larchmont Charter School, Inc. reserves the right to seek all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of the impermissible use of confidential information.

Employees may be required to enter into written confidentiality agreements confirming their understanding of Larchmont Charter School, Inc.'s confidentiality policies, and failure to adhere to the confidentiality procedures of the school may be the grounds for immediate termination.

## **Performance Evaluations**

### **Administrative and Classified Staff**

Performance evaluations generally are conducted annually to provide both the employee and the School Leader with the opportunity to discuss the employee's job, tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving his/her performance. The performance evaluations are intended to make the employee aware of his/her progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increase in salary or promotions, or even continued employment. Salary increases and promotions are solely within the discretion of Larchmont Charter School, Inc. and depend upon many factors in addition to performance.

### **Teachers**

At the start of each academic year, each teacher will meet with their School Leader to establish performance objectives for that school year. The teacher will put these objectives to writing in accordance with a template to be provided by their School Leader.

The School Leader will then evaluate the teacher's performance at least once a year. The evaluation will be based on factors including the teacher's job description, accomplishment of the performance objectives, the Larchmont Charter School, Inc. charter, and standards for teaching performance developed by the School Leader, the Executive Director, and/or other Larchmont Charter School, Inc. staff.

The performance objectives and subsequent performance evaluations provide both the teacher and the School Leader with the opportunity to discuss the teacher's job, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving the teacher's performance. The performance evaluations are intended to make the teacher aware of his/her progress, areas for improvement, and objectives or goals for future performance. Favorable performance evaluations do not guarantee promotions, continued employment, or renewal of one's employment contract.

In addition to these more formal performance evaluations, Larchmont Charter School, Inc. encourages all teachers and the School Leader to discuss their job performance on an ongoing basis.

## **Faculty and Staff Complaints and Grievances**

In the event of a dispute involving employment or the implementation of the personnel policies, and after a good faith effort with the School Leader to thoroughly resolve the dispute, all employees may submit their complaint following the procedures outlined in the charter. The good faith effort will include problem identification, possible solutions, selection of resolution, timeline for implementation, and follow-up.

If a conflict arises between an employee and a parent, or a parent expresses a concern about Larchmont Charter School, Inc. or any of its employees, inform the School Leader immediately. It is important that the School Leader be aware of the concern and be prepared to intervene for the employee's protection and Larchmont Charter School, Inc.'s protection, if necessary.

Unresolved problems may be brought to the School Leader for resolution through the respective charter dispute resolution sections.

## **Health & Safety at Larchmont Charter School, Inc.**

### **Tuberculosis Test**

Before the first day of employment, all employees must have a tuberculosis test as described in Education Code 49406. The current physician's statement must indicate a negative result of the test and be on file in the school office before the first day of employment. Failure to provide documentation on time may result in immediate termination. It is the employee's responsibility to keep their tuberculosis test result up to date.

### **Criminal Background Check**

Larchmont Charter School, Inc. recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable, and nonviolent, and do not present a risk of harm to students, coworkers or others. Larchmont Charter School, Inc. will perform applicant background checks and employee investigations as required by Education Code section 47605[b][F], which requires that "each employee of the school furnish the school with a criminal record summary".

All employees must have Live Scan fingerprints on file with Larchmont Charter School, Inc. prior to first day of work. Proof of Live Scan fingerprinting is a requirement of employment and must be provided to Larchmont Charter School, Inc. prior to the first day of work. Live Scan fingerprinting will be required of all job applicants, employees, and volunteers as required by California and federal law. Background checks may also be required of employees whose job duties involve care of students, handling of money, valuables or confidential information, or as otherwise deemed prudent by the school. These background checks are performed through a fingerprinting service coordinated by the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI). Any information obtained by Larchmont Charter School, Inc. may be taken into consideration in evaluating one's suitability for employment, promotion, reassignment, or retention as an employee.

Larchmont Charter School, Inc. may occasionally find it necessary to investigate current employees, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers, students or others. Employee investigations may, where appropriate, include credit reports and

investigations of criminal records, including appropriate inquiries about any arrest for which the employee is out on bail. In the event that a background check is conducted, Larchmont Charter School, Inc. will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the employee with any required notices and forms. Employees subject to an investigation are required to cooperate with Larchmont Charter School, Inc.'s lawful efforts to obtain relevant information, and may be disciplined up to and including suspension without pay and/or termination for failure to do so.

Employees with adverse background information (such as a criminal conviction) may be ineligible for employment with Larchmont Charter School, Inc. In case of a prior arrest or conviction, the employee must discuss the history of the arrest or conviction with the School Leader. The employee may be required to provide proof of a mistake in the official records or provide official explanation of the nature of the offense.

For additional information on background checks, please contact your site administrator.

### **First-Aid and CPR Training**

All individuals working unsupervised with children or in a classroom setting (i.e. core teachers, advisors, non-core teachers, administrators) must receive, renew, and maintain basic first-aid and CPR certification by the first day of school for students. Larchmont Charter School, Inc. will provide First Aid and CPR training as part of the annual Summer Institute for teachers, assistants and staff. Any employee hired after the beginning of the school year will be required to provide proof of completion of both First Aid and CPR training prior to the first day of work.

For additional information on the training required, please contact your site administrator.

### **Compliance with Child Abuse Reporting Law**

All employees of Larchmont Charter School, Inc. will comply with California Welfare and Institutions Code requirements regarding reporting of, or reasonable suspicion of, child abuse to a child protective agency immediately or as soon as practically possible by telephone and to prepare and send a written report thereof within 24 hours of receiving the information concerning the incident (Sections 15630 and 9381).

When an employee notifies the School Leader of an actual or potential case of child abuse, the School Leader shall provide assistance to that employee in his/her fulfillment of legal responsibilities. Larchmont Charter School, Inc. shall respect and maintain the confidentiality of all information on child abuse, which an employee reports to the appropriate authorities.

### **Security Protocols**

Larchmont Charter School, Inc. has developed guidelines to maintain a secure school site. Be aware of unknown persons loitering in walkways, entrances, and exits of the school and report any suspicious persons or activities to office staff. All employees should secure their work area at the end of each day. When called away from one's work area or classroom for an extended length of time, do not leave students, valuables or personal articles unattended. The security of Larchmont Charter School, Inc. campuses is directly related to the health and safety of our students and our colleagues. Employees must immediately notify a school administrator when school facilities keys are missing or if security access or codes have been breached.



## **Emergency Plans**

Appropriate fire exit and earthquake preparedness drills will be administered at least two times per year. In the case of an actual emergency, teachers are responsible for staying at the school site (or evacuation staging area) until they are released by a school administrator. During an emergency, teachers must always have a roster of students under their direct supervision.

## **Compliance with First Responder Law**

### **Accident/Incident Reporting**

It is the duty of every employee to immediately or as soon as is practical report any accident or injury occurring during school activities or on the Larchmont Charter School, Inc. premises so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

### **Reporting Fires and Emergencies**

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency to office staff or school administrators. In addition, all employees should know the local emergency numbers.

### **Guests and Visitors**

All guests and visitors must report to the main office to sign in and receive a guest pass to enter Larchmont Charter School, Inc.'s campuses.

## **Larchmont Charter School, Inc. Property**

All Larchmont Charter School, Inc. property - including desks, storage areas, work areas, file cabinets, credenzas, computer systems, office telephones, cellular telephones, modems, facsimile machines, duplicating machines, and vehicles - must be used properly and maintained in good working order. They must be kept clean and are to be used only for work-related purposes.

Larchmont Charter School, Inc. reserves the right to inspect desks/workstations, as well as any contents, effects or articles that are in desks. Such inspection can occur at any time, with or without advance notice or consent.

Terminated employees should remove any personal items at the time they leave the School. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

### **Use of Larchmont Charter School, Inc. Technology and other Property**

Larchmont Charter School, Inc.'s technical resources, such as its computer system, voice mail system, and e-mail, are provided for use in Larchmont Charter School, Inc. business, and are to be reviewed, monitored, and used only for business purposes, except as provided in this policy.

Employee computer data, voice mail messages, and e-mail transmissions may be reviewed by Larchmont Charter School, Inc. Employees are otherwise permitted to use Larchmont Charter School, Inc.'s equipment for occasional, non-work purposes. Nevertheless, employees should understand that they have no right of privacy as to any information or file maintained in or on Larchmont Charter School, Inc.'s property or transmitted or stored through Larchmont Charter School, Inc.'s computer systems, voice mail, e-mail, or other technical resources. All bills and other documentation related to the use of Larchmont Charter School, Inc. equipment or property are the property of Larchmont Charter School, Inc. and may be reviewed and used for purposes that Larchmont Charter School, Inc. considers appropriate.

Messages stored and/or transmitted by voice mail or e-mail must not contain content that may reasonably be considered offensive or disruptive to any employee. Offensive content would include, but not be limited to, sexual comments or images, racial slurs, gender-specific comments or any comments or images that would offend someone on the basis of his or her age, sexual orientation, religious or political beliefs, national origin, or disability.

## **Information and Communication**

### **Confidentiality of Internet and Electronic Mail**

Larchmont Charter School, Inc. does not and will not monitor voice mail and e-mail as a routine matter. Larchmont Charter School, Inc. may inspect the contents of voice mail and e-mail or information stored on computers in the course of an investigation into improper or unlawful behavior or as necessary to locate substantive information that is not readily available by some other means.

### **Media Relations**

It is Larchmont Charter School, Inc.'s goal to give the press a clear, consistent, and up-to-date message about our school and its programs and services. Since information about our activities changes often, it is easy to provide the press with information that may be inaccurate or misleading.

All calls from newspapers, magazines, or radio and television reporters should be immediately referred to the School Leader or Executive Director.

## **Termination of Employment**

### **Dismissal, Discipline, Suspension and Termination of Employment**

Larchmont Charter School, Inc. reserves the right to terminate any employee at any time, with or without cause or notice. Generally, when the employee is believed, in the opinion of the School Leader, to have a job performance problem or to be engaging in behavior that is unacceptable or counterproductive, the employee will be given an opportunity to improve his/her performance or behavior to an acceptable level by means of performance reviews, discussions, verbal or written warnings, and/or a formal disciplinary action process. However, the following list, while not complete, gives examples of behavior that can result in the immediate termination of employment:

- Breaching confidentiality.

- Fighting, violence, or using abusive language or conduct that is hostile or disrespectful to a student, co-worker, supervisor, board member, volunteer, or any other persons associated or served by the school, including parents.
- Falsifying or altering school records
- Violating the school's equal opportunity or harassment policies.
- Unauthorized use of school property.
- Unsatisfactory performance, where that employee has been given notice of the deficiency and an opportunity to cure the deficiency;
- Unfit for service, including the inability to appropriately instruct or associate with students;
- Insubordination;
- Falsifying or concealing information on employment records, employment information, an employment application, time record, or other Larchmont Charter School, Inc. record;
- Willfully or maliciously making false statements regarding any co-worker or Larchmont Charter School, Inc., making threats or using abusive language toward fellow employees, supervisors, students, parents, or visitors, or otherwise violating Larchmont Charter School, Inc.'s Policy Concerning Violence on School Property;
- Theft or the deliberate or careless damage or destruction of Larchmont Charter School, Inc. property, or the property of Larchmont Charter School, Inc.'s employees, students or anyone on Larchmont Charter School, Inc. property;
- Possessing weapons on Larchmont Charter School, Inc. property at any time or while acting on behalf of Larchmont Charter School, Inc.;
- Refusal to comply with any federal or state regulation or law, or refusal to comply with any Larchmont Charter School, Inc. policy or procedure;
- Possession of or being under the influence of illegal drugs or alcohol while performing any professional duties or when publicly representing Larchmont Charter School, Inc., such as at a professional conference, or otherwise violating Larchmont Charter School, Inc.'s Drug-Free Workplace Policy;
- Engaging in criminal conduct whether or not related to job performance
- Gross negligence leading to the endangerment or harm of a child or children;
- Excessive tardiness or absenteeism;
- Violating any safety, health, security, or school policy, rule, or procedure;

Comment [O10]: Added to be more specific.

- Reduction in force or school closure.

In the event an employee finds it necessary to resign during the school year, the employee shall give written notice to the school administrators as soon as possible and at least 15 calendar days before the effective date of resignation.

Any employee may submit a grievance regarding dismissal, discipline, suspension and termination pursuant to the grievance process outlined in the Grievance section of these policies.

#### **Exit Interviews**

All employees who leave employment at Larchmont Charter School, Inc. will take part in an exit interview to reflect upon their challenges and growth while employed at Larchmont Charter School, Inc. Information shared during an exit interview will be treated as confidential.