



# EMPLOYEE HANDBOOK

**2024-2025**

## **OUR MISSION**

*“To bring the best of public education to our community by providing innovation and choice within a continuous pre-school through the postsecondary curriculum so that each child recognizes the benefits of lifelong learning, constructive citizenship and personal happiness.”*

The information provided in this Handbook is intended to advise Lake Wales Charter Schools, Inc. employees of the various policies, procedures, benefits, and services available to them. It is not an employment contract. This Handbook will be revised as needed and at the discretion of the LWCS Administration.

Welcome to **Lake Wales Charter Schools (LWCS)**. We are delighted to have you join our organization and hope you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further **Lake Wales Charter Schools'** goals.

LWCS has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to engage, teach, and mature generations to come. With your active involvement, creativity, and support, **Lake Wales Charter Schools** will continue to achieve its goals. We sincerely hope you will take pride in being an essential part of **Lake Wales Charter School's** success.

The language in this Handbook is not intended to create, nor is it to be construed to constitute, a contract between LWCS and its employees or a guarantee of continued employment. You remain at all times an at-will employee subject to any applicable employment contract, LWCS Board of Trustees ("Board") policy, or Handbook provision.

This Handbook is intended to provide employees with information regarding policies, procedures, ethics, expectations, and system standards; however, this Handbook is not all-inclusive.

This Handbook should be read and interpreted in conjunction with applicable laws and regulations, including, but not limited by enumeration, the following: Federal laws and regulations, the laws of the State of Florida, the Florida State Administrative Code, and the policies of the Florida State Board of Education.

Employees must read the policies contained in this Handbook. If you have questions, please ask your supervisor or contact the Human Resources (HR) department at [hr@lwcharterschools.com](mailto:hr@lwcharterschools.com).

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## Employment at Will

Employment at **Lake Wales Charter Schools (LWCS)** is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the Superintendent.

This means that the employee or the company may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee Handbook creates or is intended to create an employment agreement, express or implied. Nothing contained in this, or any other document provided to the employee, is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period.

LWCS has the right to interpret and apply the provisions of this Handbook at its discretion and as it deems appropriate as an essential management right and to determine whether specific circumstances require deviation from its terms.

This Handbook supersedes any and all previous Handbooks or agreements relating to employment policies or procedures.

Nothing in this Handbook is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act (NLRA). Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. **Lake Wales Charter Schools** employees can engage in or refrain from such activities.

## **LAKE WALES CHARTER SCHOOLS COMMITMENT STATEMENT**

1. Lake Wales Charter Schools, Inc. (LWCS) is committed to recruiting and selecting highly qualified and innovative employees.
2. LWCS will provide a working environment and leadership that unites employees and generates enthusiasm for the education and enrichment of the children of the Lake Wales Community.
3. LWCS is committed to maintaining the highest educational standards.
4. LWCS understands the importance of its employees in the educational success of its students.
5. LWCS is committed to providing training and advancement opportunities for its employees, parents, and students.
6. The LWCS's Superintendent is committed to an "open door" policy for employees, parents, and students.
7. LWCS is committed to keeping its employees informed about their job responsibilities and any changes that will impact those responsibilities.
8. LWCS is committed to providing a safe and orderly environment for its employees to work and its students to learn.

## **GENERAL PROVISIONS**

### **PURPOSE:**

The purpose of this Handbook is to establish policies and procedures to guide administrative actions concerning employees.

### **POSITIONS COVERED:**

These Rules and regulations shall apply to all Lake Wales Charter Schools, Inc employees including but not limited to instructional or non-instructional employees.

### **ADMINISTRATION:**

The Superintendent shall be responsible for the administration and technical direction of the schools.

Principals shall be responsible for properly and effectively administering these rules and regulations within their respective schools. Routine matters pertaining to enforcement may be delegated.

### **AMENDMENTS:**

The Superintendent or his or her designee shall recommend to the LWCS Board of Trustees ("Board") for approval the Handbooks, rules, regulations, policies, and changes hereto for the administration of the employees.

Amendments, changes, or revisions of the rules and regulations shall be promulgated by the Superintendent or designee and submitted to the board for approval.

This does not prohibit the Superintendent from establishing working rules relating to working conditions for health and safety on a daily basis and the conduct of the employees within the guidelines of these rules.

### **SCHOOL POLICIES:**

Individual school rules and regulations shall serve as supplements to these rules and regulations.

Individual school rules and regulations shall be reduced to writing and reviewed by the Superintendent or his/her designee for conformance to these rules and regulations and then submitted to the Board for approval.

In the event of a conflict between this Handbook and a school's rules, this Handbook shall take precedence.

**EDUCATION STANDARDS COMMISSION**

**The Code of Ethics of the Education Profession in Florida and the Principles of Professional Conduct of the Education Profession in Florida**

*Rulemaking Authority 1001.02, 1012.795(1)(j) FS. Law Implemented 1012.795 FS. History—New 7-6-82, Amended 12-20-83, Formerly 6B-1.06, Amended 8-10-92, 12-29-98, Formerly 6B-1.006, Amended 3-23-16, 11-22-22, 2-21-23, 5-23-23, 8-22-23.*

**Rule 6A-10.081, Florida Administrative Code, Principles of Professional Conduct for the Education Profession in Florida.**

(1) Florida educators shall be guided by the following ethical principles:

(a) The educator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

(b) The educator’s primary professional concern will always be for the student and for the development of the student’s potential. The educator will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.

(c) Aware of the importance of maintaining the respect and confidence of one’s colleagues, of students, of parents, and of other members of the community, the educator strives to achieve and sustain the highest degree of ethical conduct.

(2) Florida educators shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual educator’s certificate, or the other penalties as provided by law.

(a) Obligation to the student requires that the individual:

1. Shall make reasonable effort to protect the student from conditions harmful to learning and/or to the student’s mental and/or physical health and/or safety.

2. Shall not unreasonably restrain a student from independent action in pursuit of learning.

3. Shall not unreasonably deny a student access to diverse points of view.

4. Shall not intentionally suppress or distort subject matter relevant to a student’s academic program.

5. Shall not intentionally expose a student to unnecessary embarrassment or disparagement.



6. Shall not intentionally provide classroom instruction to students in prekindergarten through grade 8 on sexual orientation or gender identity, except when required by Sections 1003.42(2)(n)3. and 1003.46, F.S..

7. Shall not intentionally provide classroom instruction to students in grades 9 through 12 on sexual orientation or gender identity unless such instruction is required by state academic standards as adopted in Rule 6A-1.09401, F.A.C., or is part of a reproductive health course or health lesson for which a student's parent has the option to have his or her student not attend.

8. Shall not intentionally violate or deny a student's legal rights.

9. Shall not discourage or prohibit parental notification of and involvement in critical decisions affecting a student's mental, emotional, or physical health or well-being unless the individual reasonably believes that disclosure would result in abuse, abandonment, or neglect as defined in Section 39.01, F.S.

10. Shall not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable effort to assure that each student is protected from harassment or discrimination. Discrimination on the basis of race, color, national origin, or sex includes subjecting any student to training or instruction that espouses, promotes, advances, inculcates, or compels such student to believe any of the concepts listed in Section 1000.05(4)(a), F.S.

11. Shall not exploit a relationship with a student for personal gain or advantage.

12. Shall keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

13. Shall not violate s. 553.865(9)(b), F.S., which relates to entering restrooms and changing facilities designated for the opposite sex on the premises of an educational institution.

14. Shall not violate s. 1000.071, F.S., which relates to the use of personal titles and pronouns in educational institutions.

(b) Obligation to the public requires that the individual:

1. Shall take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.

2. Shall not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.
3. Shall not use institutional privileges for personal gain or advantage.
4. Shall accept no gratuity, gift, or favor that might influence professional judgment.
5. Shall offer no gratuity, gift, or favor to obtain special advantages.

(c) Obligation to the profession of education requires that the individual:

1. Shall maintain honesty in all professional dealings.
2. Shall not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization.
3. Shall not interfere with a colleague's exercise of political or civil rights and responsibilities.
4. Shall not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable effort to assure that each individual is protected from such harassment or discrimination.
5. Shall not make malicious or intentionally false statements about a colleague.
6. Shall not use coercive means or promise special treatment to influence professional judgments of colleagues.
7. Shall not misrepresent one's own professional qualifications.
8. Shall not submit fraudulent information on any document in connection with professional activities.
9. Shall not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.
10. Shall not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.

11. Shall provide upon the request of the certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.

12. Shall not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these Principles of Professional Conduct for the Education Profession in Florida and other applicable Florida Statutes and State Board of Education Rules.

13. Shall self-report within forty-eight (48) hours to appropriate authorities (as determined by district) any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of Sections 943.0585(4)(c) and 943.059(4)(c), F.S.

14. Shall report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education Rules as defined in Section 1012.795(1), F.S.

15. Shall seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education Rules as defined in Section 1012.795(1), F.S.

16. Shall comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice.

17. Shall, as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

**It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. Still, the following are examples of inappropriate workplace conduct that may result in disciplinary action:**

- Discourteous conduct or poor service to students, parents/guardians, employees, or the public.
- Theft or inappropriate, unauthorized removal or possession of LWCS or coworker's property; use of LWCS equipment or supplies for personal projects.
- Excessive or unauthorized absenteeism or tardiness, giving false reasons for absences from work, or for failing to report absences. (Ref. Attendance in this Handbook)

- Falsification of timekeeping records.
- Unauthorized overtime or failure to record overtime worked.
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating LWCS-owned or leased vehicles or equipment.
- Smoking on LWCS property and LWCS vehicles.
- Fighting, intimidation, or threatening violence in the workplace.
- Disruptive activity in the workplace.
- Insubordination or other disrespectful conduct.
- Deliberate statements or actions detrimental to the system; knowingly spreading false reports intended to disrupt relationships among employees and between employees and the system.
- Improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles.
- Violating rules and/or policies that create health or safety concerns.
- Possession of dangerous or unauthorized materials, such as explosives, weapons, or firearms, in the workplace or on the premises.
- Sexual or other forms of harassment
- Transmitting, retrieving, or storing any documents or communications of a discriminatory, harassing, or pornographic nature.
- Disparaging, abusive, profane, or offensive language.
- Illegal activities, including piracy, extortion, blackmail, or copyright infringement.
- Unauthorized use of the telephone/computers/email/internet.
- Unauthorized disclosure of system, employee, or student confidential information.
- Unsatisfactory work performance or conduct; deliberate or excessive waste of materials; poor workmanship or low productivity.
  - Violation of Employee Handbook provisions and other directives from the Board, Superintendent, System Administrator, or supervisors.

## EQUAL OPPORTUNITY

**Lake Wales Charter Schools** provides equal employment opportunities to all employees and applicants for employment without regard to race, color, creed, ancestry, national origin, citizenship, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, religion, age, disability, genetic information, service in the military, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Citizens with disabilities will be given full consideration for employment in all schools. Physical standards will be fair, reasonable, and adapted to the realistic requirements of the job.

### I. **Americans With Disabilities Act (Ada) And Reasonable Accommodation**

**Lake Wales Charter Schools** is committed to the fair and equal employment of individuals with disabilities under the ADA. It is **Lake Wales Charter Schools'** policy to provide reasonable accommodation to qualified individuals with disabilities unless the accommodation would impose an undue hardship on LWCS. **Lake Wales Charter Schools** prohibits any harassment of, or discriminatory treatment of, employees or applicants based on a disability or because an employee has requested a reasonable accommodation.

As required under the ADA, reasonable accommodations will be provided to qualified individuals with disabilities to enable them to perform the essential functions of their jobs or to enjoy equal benefits and privileges of employment. An employee or applicant with a disability should request an accommodation from the HR department. The request should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. Thereafter LWCS will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made, or if any other possible accommodations are appropriate. If requested, the employee is responsible for providing medical documentation regarding the disability and possible accommodations. All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

**Lake Wales Charter Schools** prohibits harassment or discrimination based on real or perceived disabilities or because an employee has requested a reasonable accommodation. **Lake Wales Charter Schools** prohibits retaliation against employees for exercising their rights under the ADA or other applicable civil rights laws. Employees should use the

procedures described in the Harassment and Complaint Procedure to report any harassment, discrimination, or retaliation they have experienced or witnessed.

## **II. Workplace Harassment**

The Lake Wales Charter Schools, Inc. prohibits discrimination against any employee, applicant for employment, or student on the basis of sex or race. LWCS will not tolerate sexual/racial harassment activity by any employee, volunteer, or other individuals subject to the control of school authorities.

The Board, Superintendent, and School Administration will take these matters seriously. Any LWCS employee found to be in breach of this policy shall be terminated immediately, and the LWCS Superintendent will initiate the proper procedures for forfeiture of teaching credentials with the Florida Department of Education. Any staff member or administrator aware of such actions by another LWCS employee that does not inform his or her immediate supervisor/principal or the Superintendent will be subject to disciplinary action up to and including termination.

### A. Sexual Harassment

**Sexual harassment is unwelcomed sexual advances, requests for sexual favors, and other inappropriate verbal, nonverbal, graphic, written, or physical conduct of a sexual nature when:**

- submission to such conduct is made explicitly or implicitly as a term or condition of employment or of an individual's education.
- submission to or rejection of such conduct by an individual is used as the basis for an employment or academic decision affecting that individual or
- such conduct substantially interferes with an employee's work performance or student's academic performance or creates an intimidating, hostile, or offensive work or school environment.

Sexual harassment, as defined above, may include but is not limited to the following:

- verbal, non-verbal, graphic, and written harassment or abuse;
- pressure for sexual activity;
- repeated remarks to a person with sexual or demeaning implications;
- unwelcome or inappropriate touching; or
- suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's employment.

### B. Racial Harassment

Harassment on the basis of race consists of verbal, nonverbal, graphic, written, or physical conduct that denigrates or shows hostility or aversion toward any employee based upon race when such conduct has the purpose or effect of:

- creating an intimidating, hostile, or offensive work environment or
- unreasonably interfering with an individual's work performance or employment opportunities.

Racial harassment, as defined above, may include but is not limited to the following conduct which is based upon race:

- epithets and slurs;
- written or graphic material that shows hostility or aversion toward an individual or group;
- negative stereotyping; or
- threatening, intimidating, or hostile acts.

### C. Specific Prohibitions

LWCS employees, contractors, or non-employee volunteers shall not use their authority to solicit sexual favors or attention from subordinates or students, including but not limited to incidents when the subordinate's or student's failure to submit will result in adverse treatment, or when the subordinate's or student's acquiescence will result in preferential treatment.

LWCS employees, contractors, or non-employee volunteers shall not create or be responsible for a racially hostile environment, i.e., harassing conduct that is sufficiently severe, pervasive, or persistent so far as to interfere with or limit the ability of an employee or student to participate in or benefit from services, activities, or privileges provided by the system.

### D. Procedures

Any employee who feels they have experienced or observed sexual/racial harassment or discrimination by any individual at LWCS, must report the alleged conduct to his/her supervisor or the Director of Human Resources if the individual does not wish to discuss the matter with their Supervisor.

Any supervisor or principal who receives a complaint (whether oral or written) of harassment or discrimination shall immediately notify the Director of Human Resources of the complaint, regardless of the Supervisor's or Principal's opinion concerning its validity.

Complaints will be kept confidential to the extent possible, provided maintaining confidentiality does not impede LWCS' ability to investigate and respond.

LWCS will initiate an investigation to determine whether there is a reasonable basis that a violation of this policy occurred. Upon conclusion of the investigation, LWCS will determine a plan of action to address any investigative findings. Various factors will be considered when determining the appropriate action, including, but not limited to:

- the severity, frequency, and pervasiveness of the conduct;
- prior complaints made against the respondent; and
- the quality of the evidence (e.g., firsthand knowledge, credible corroboration).

If the investigation is inconclusive or if it is determined the behavior did not rise to a violation of a LWCS policy, LWCS may still choose to take corrective action.

LWCS recognizes false complaints alleging a violation of this policy may have a serious effect on innocent employees and LWCS's integrity. Intentionally false complaints or those made in bad faith may result in disciplinary action, up to and including termination.

LWCS prohibits any form of retaliation against employees who report a violation of this policy or who participate in the investigation of such reports in accordance with this policy.

Violation of this policy, including any improper retaliatory conduct, may result in disciplinary action, up to and including termination.

(Note: The term "racial harassment" in this policy includes but is not limited to all discrimination prohibited by Title VI, such as race, color, and national origin.)

### **III. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Lake Wales Charter Schools will comply with HIPAA to the extent required by law.

#### **PRIVACY – PROTECTED HEALTH INFORMATION (PHI)**

- PHI is confidential health information that contains student or employee "identifiers" in any form: electronic, paper-based, or oral.
- Individual Identifiable Health Information (IIHI) is information about the physical or mental health of any individual that identifies or can reasonably identify the individual, i.e. name, social security number, date of birth, etc.
- PHI shall not be shared or discussed with persons not having the appropriate authority to receive confidential information either at work or away from work.
- Employee records and information that include PHI are confidential.
- Student records and information that include PHI are confidential.
- Student records and information are confidential and are covered by the federal Family Educational Rights and Privacy Act (FERPA).



- If in doubt, do not discuss or distribute any PHI or confidential student records and information to third parties. Ask your supervisor before making any decisions to discuss or disclose sensitive information.

## **EMPLOYEE RIGHTS**

- Notice of Privacy Practices
- Right to Restrict Use and Disclosure of PHI
- Right of Access / Right to Inspect and Copy your PHI
- Right to Amend PHI
- Right to file Complaints with the Lake Wales Charter Schools of Lake Wales, Florida, and the Department of Health and Human Services Secretary.

## **DISCLOSURES AND VIOLATIONS**

- Penalties for disclosure may include fines of \$50,000 - \$250,000 and imprisonment for up to 10 years.
- Penalties for noncompliance may include fines up to \$1,000 per occurrence: maximum fines up to \$25,000 per year.
- Violations may result in disciplinary action, including termination of employment. In addition, violations may be prosecuted under state and federal law.

## **WORKPLACE SAFETY**

### **I. COMMITMENT TO SAFETY**

All employees have the opportunity and responsibility to contribute to a safe work environment by using common sense rules and safe practices and by notifying management of any health or safety issues. All employees are encouraged to partner with management to ensure maximum safety.

In an emergency, notify the appropriate emergency personnel by dialing 911 to activate the medical emergency services.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

### **II. DRUG-FREE WORKPLACE**

LWCS is committed to providing a safe, healthy, and productive workplace that is free from alcohol and illegal drugs as classified under local, state or federal laws. An employee who abuses drugs and/or alcohol creates an unreasonable risk of danger to the safety and health of themselves, other employees, clients, and other members of the public who come in contact with LWCS employees and facilities. Consistent with its commitment to maintain a safe and healthy work environment, LWCS has adopted a Drug and Alcohol-Free Workplace Program. Employees must comply with this Program as a condition of employment:

- The use, possession, sale, purchase, distribution, or being under the influence of illegal drugs, controlled substances, or alcohol on LWCS property or while otherwise engaged in LWCS business is forbidden.
- Any employee who is taking a prescription or over-the-counter drug or medication that might impair safety, performance, or motor functions must advise the Director of Human Resources.
- The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited on LWCS premises, client premises, and while conducting LWCS business.
- Employees are encouraged to seek help for drug-related problems before they affect their health and safety or the health and safety of the workplace. Any employee experiencing a substance abuse problem is encouraged to immediately seek voluntary drug counseling and rehabilitation. Employees returning to work after participating in an alcohol or drug rehabilitation program may be subject to written aftercare conditions, which may include random drug screens. Evidence of compliance with the aftercare conditions may be required as a condition of continued employment.

- Employees continuing to work after violating this policy may be required to pass a return-to-duty drug and alcohol test and may be subject to unannounced testing as a condition of continued employment.
- Employees may be asked to submit to a drug and alcohol test if their supervisor or another member of management has a reasonable suspicion, based on objective factors such as the employee's appearance, speech, behavior, or other conduct and facts, that the employee possesses or is under the influence of lawful drugs, including marijuana, or alcohol, or both. These behaviors may be observed during a single shift or over a period of time.
- An employee who reports a work-related injury may be required to submit to drug and alcohol testing when medical attention for the injury is first administered.
- Refusal to attend or submit to any drug and alcohol testing within the allotted time frame or failure to pass any drug and alcohol test may result in immediate termination.

LWCS will pay the full cost of testing associated with this policy. Non-exempt employees will be compensated at their hourly rate for time spent submitting to a required drug and alcohol test. Employees suspected of working while under the influence of illegal drugs or alcohol will be suspended without pay until LWCS receives the results of a drug and alcohol test and any other information that might be required to make an appropriate determination.

In addition to what is outlined above, substance abuse screening may be conducted in the following situations:

**Pre-employment:** as required by the company for all prospective employees who receive a conditional offer of employment;

**For cause:** upon reasonable suspicion that the employee is under the influence of alcohol or drugs that could affect or have adversely affected the employee's job performance; and

**Random:** as authorized or required by federal or state law.

All records relating to an employee's drug and alcohol test results will be kept confidential.

Violation of this policy will subject the employee to discipline, up to and including termination. LWCS also reserves the right to report any violation of this policy to law enforcement.

Compliance with this policy is a condition of employment. Employees who test positive or who refuse to submit to substance abuse screening will be subject to termination. Notwithstanding any provision herein, this policy will be enforced at all times by applicable state and local law.

Failure by any LWCS employee to report a known violation of this policy will constitute an act of insubordination and willful neglect of duty.

#### Post-Accident Testing

Employees may be drug/alcohol tested if the following conditions occur (where permitted by applicable law 1) there is a reasonable possibility that drug/alcohol use may have been a contributing factor to a reported injury or accident, and 2) an injury or accident resulted

in medical treatment beyond first aid or property damage in any amount. Drug testing under this section will be applied in a neutral fashion, to foster a safe work environment, and only to identify drug/alcohol use in the recent past. Testing under this section will not be undertaken to retaliate against employees for reporting workplace injuries.

### **III. TOBACCO-FREE ENVIRONMENT**

Tobacco use is prohibited in all LWCS buildings. Smoking and tobacco use are permitted in outdoor designated smoking areas only. Employees at each school site will be responsible for providing the designated smoking and tobacco use areas at no expense to the LWCS. Compliance is expected and required. Violations of this policy will result in appropriate action being taken, the same as a violation of any other LWCS policy.

Tobacco use is defined as the carrying or smoking of any lighted pipe, cigar, cigarette, or any other smoking equipment or material or the chewing or sniffing of a tobacco product.

### **IV. WORKPLACE VIOLENCE PREVENTION**

**LWCS** is committed to providing a safe, violence-free workplace. Employees shall refrain from engaging in any physical confrontation with a violent or potentially violent individual or behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. Verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and destructive actions taken for intimidation prohibited. This policy covers any violent or potentially violent behavior that occurs in the workplace or at LWCS-sponsored functions.

All **LWCS** employees are responsible for keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or HR department. All threats will be investigated. No employee will be subject to retaliation, intimidation, or discipline due to reporting a threat in good faith under this guideline.

Any individual engaging in violence against LWCS, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

LWCS reserves the right to inspect all employees' belongings on its premises, including but not limited to, packages, briefcases, purses and handbags, gym bags, and personal vehicles on company property. In addition, LWCS may inspect the contents of lockers, storage areas, file cabinets, desks, and workstations at any time and may remove all company property and other items violating company rules and policies.

### **V. VISITORS**

All visitors must check in with the receptionist, wear a visitor's badge, and be escorted by an employee.

This policy applies to anyone not an active employee, including employees on leave, former employees, vendors, and suppliers.

When employees doubt whether a person can visit, they should contact the HR department.

#### **VI. ID BADGE**

Employees shall display his/her ID badge in a visible location at all times during regular school hours. Each school/department will issue an ID badge to all new employees. Loss or damage of the ID badge should be immediately reported to your school/department so a replacement badge can be issued. The badge is the property of the LWCS and must be returned upon termination from employment.

#### **VII. WEAPONS/FIREARMS**

No weapons/firearms shall be taken on school property, including but not limited to parking lots, by anyone other than law enforcement personnel and certified guardians. Anyone violating this policy while on LWCS property or while attending school activities, wherever located, shall be immediately reported to the proper law enforcement authority. Employees violating the above provisions shall also be reported to the LWCS Superintendent and the Professional Practice Commission. The Superintendent shall report any employee violation of the provisions hereof to the LWCS Board of Trustees and shall also include a recommendation for disciplinary action, which may include suspension or dismissal. Authorized school programs requiring the usage of firearms are exempt from this policy.

## EMPLOYMENT RELATIONSHIP

### I. EMPLOYEE PRIVACY

It is **Lake Wales Charter Schools'** goal to respect the individual privacy of its employees while maintaining a safe and secure workplace. When safety and security issues arise, employees may be requested to cooperate with an investigation. The investigation may include the following procedures to safeguard the company and its employees: searches of personal belongings, searches of work areas, searches of private vehicles on company premises, medical examinations, and the like. Failure to cooperate with an investigation is grounds for termination. Providing false information in any inquiry may lead to discipline, including termination.

LWCS facilities are only for LWCS's business purposes. Accordingly, materials that appear on company hardware or networks are presumed to be for business purposes, and all such materials are subject to review by LWCS at any time without notice to the employees. *Employees do not have to have any expectation of privacy concerning any material on company property.* **LWCS** regularly monitors its communications systems and networks as allowed by law. Monitored activity may include voice, e-mail, and text communications, as well as Internet search and browsing history. Employees who make excessive use of the communications system for personal matters are subject to discipline. Employees are expected to keep personal communication to a minimum in emergency situations.

**A. Video surveillance.** As part of its security measures and to help ensure a safe workplace facilities may be video monitored. Video cameras will not be used in private areas, such as break rooms, restrooms, locker/dressing rooms, etc.

#### **B. Privacy—Social Security Numbers**

It is **LWCS's** policy that Social Security numbers obtained from employees, vendors, contractors, customers, or others are confidential information.

Social Security numbers will be obtained, retained, used, and disposed of only for legitimate business reasons and in accordance with the law and this policy.

**Procedure.** Documents or other records containing employee Social Security numbers generally will be requested, obtained, or created only for legitimate business reasons consistent with this policy. For example, Social Security numbers may be requested from employees for tax reporting purposes (i.e., Internal Revenue Service (IRS) Form W-4), for new hire reporting, or for purposes of enrollment in the company's employee benefit plans.

**Retention and access to Social Security numbers.** All records containing Social Security numbers (whether partial or complete) will be maintained in secure, confidential files with limited access.

**Unauthorized use/disclosure of Social Security numbers.** Any employee who obtains, uses, or discloses Social Security numbers for unauthorized purposes or contrary to the requirements of this policy and procedure may be disciplined up to and including discharge. LWCS will cooperate with government investigations of any person alleged to have obtained, used, or disclosed Social Security numbers for unlawful purposes.

## **II. EMPLOYMENT CLASSIFICATIONS**

To determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, **LWCS** classifies its employees as shown below. **LWCS** may review or change employee classifications at any time.

### **Regular, full-time:**

Employees who are not in a temporary status, work a minimum of 30 hours weekly, and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package subject to each benefits program's terms, conditions, and limitations.

### **Regular, part-time:**

Employees who are not in temporary status and regularly scheduled to work less than 30 hours weekly but at least 20 hours weekly and who maintain continuous employment status. Part-time employees are eligible for some LWCS benefits subject to the terms, conditions, and limitations of each benefit program.

### **Temporary, full-time:**

Employees hired as interim replacements to temporarily supplement the workforce or assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not imply a change in employment status.

### **Temporary, part-time:**

Employees who are hired as interim replacements to supplement the workforce temporarily or to assist in the completion of a specific project and who are

### **Exempt:**

Exempt employees are paid a salary that is intended to compensate them for all work performed on LWCS behalf, regardless of the number of hours worked. Exempt employees do not receive overtime pay.

An employee who is exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act

### **Non-exempt:**

Non-exempt employees are paid for the hours they actually perform work and must record the time work begins and ends each day, as well as the beginning and ending time of any departure except for short breaks approved by a supervisor. **NON-EXEMPT EMPLOYEES MAY NOT WORK WITHOUT RECORDING AND SUBMITTING THEIR HOURS.** Working “off the clock” is strictly prohibited and will result in disciplinary action, up to and including termination. If you believe you have been asked to work “off the clock,” you must immediately report the matter to the Human Resources Director.

An employee who is subject to the overtime provisions of the Fair Labor Standards Act, which requires pay for hours worked more than forty (40) in one (1) week.



## **WORKPLACE GUIDELINES**

### **I. ARRESTS**

Any employee, who is arrested or charged with any crime, including but not limited to, driving under the influence of alcohol or controlled substances, must promptly notify their department director or principal of the alleged charges/allegations. Instructional personnel must self-report within 48 hours to Human Resources and their supervisor, principal, or Superintendent any arrest/charges involving the abuse of a child or the sale and possession of a controlled substance. Failure to self-report may result in disciplinary action up to and including termination.

LWCS will consider the conduct underlying an arrest, a criminal complaint, a summons to answer a criminal charge, an indictment, criminal information, or any other criminal charge or conviction of an Employee as a basis for disciplinary action (up to and including termination) after an independent investigation by the LWCS. If the particular circumstances and the offense charged, in LWCS sole judgment, present a potential risk to the safety and/or security of the students, Employees, premises, or property, or if the underlying conduct renders the Employee unfit for his/her position or is not in alignment with the company mission and values, such events may result in disciplinary or other appropriate action, up to and including termination.

Any employee who has been dismissed from LWCS because of an arrest by any law enforcement agency may be considered for reinstatement to a position, provided that the employee is acquitted after a trial on the merits or all charges are dismissed.

### **II. WORK HOURS**

Employee work hours are determined by the principal/supervisor. Discuss this with your principal/supervisor before you begin work.

### **III. ATTENDANCE AND PROMPTNESS**

We serve the public. Getting to work on time and being present daily is important. If you must be absent, you must notify your principal or supervisor at least 2 hours before your expected start time. This allows them to reassign your work and maintain a high standard of service. Excessive absenteeism may be grounds for disciplinary action up to and including dismissal.

All employees are expected to report to duty at the appointed place and be ready to perform their duties at the scheduled time. Tardiness may be excusable only if the employee notifies their supervisor by the start of their scheduled shift.

Employees are expected to perform all assigned duties and work all scheduled hours during each designated workday unless the employee has received approved leave. Breaks and meal periods may only be taken during times designated by the employee's supervisor/building administrator and as further specified in other parts of this Handbook.

Any deviation from assigned hours must have prior approval from the employee's supervisor/building administrator. Professional staff will be expected to attend school-related meetings, such as faculty meetings, IEPs, open houses, and other events that are part of the school's functioning.

Employees absent from work for three (3) consecutive workdays without authorization or notice will be considered to have voluntarily resigned.

If you must leave work early or in the middle of the workday, you are required to notify your Supervisor before leaving. Note that notifying your supervisor of an unexpected absence, tardiness, or early dismissal does not excuse the behavior which will still be documented.

Repeated or excessive absenteeism or tardiness may result in discipline up to and including termination.

#### **IV. OVERTIME**

Overtime is based on actual hours worked. Non-worked hours are not included in overtime calculations. Paid leave, such as holidays, paid time off (PTO), bereavement time, and jury duty, does not apply toward work time.

LWCS reserves the right to require employees to work reasonable amounts of overtime when business needs dictate.

Overtime is actual hours worked more than 40 in a single workweek. Non-exempt employees will be paid overtime compensation at one and one-half their regular pay rate for all hours over 40 worked in a single workweek. All overtime work must be approved in advance by a supervisor or manager. Employees will be paid for any unapproved overtime hours, but may be subject to disciplinary action, up to and including possible termination.

#### **V. TIMEKEEPING**

All non-exempt employees must complete a time record that accurately reflects all hours worked each day. Time records allow for accurate accounting of employee benefits and hours worked for computing pay and overtime. It is a violation of policy to falsify any time records.

#### **VI. LAKE WALES CHARTER SCHOOLS' TIME AND EFFORT REPORTING**

As an LEA of Federal funds, the Lake Wales Charter Schools complies with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Section 200.430 of the Code of Federal Regulations requires certification of effort to document salary expenses charged directly or indirectly against federally awarded projects. The procedures are intended to account for efforts related to compensation for employment services, including salaries and wages.

Compensation for employment services includes all paid currently or accrued salaries for services rendered by employees during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits, which are addressed in 2 C.F.R. 200.431 Compensation—fringe benefits. Costs of compensation are allowable to the extent that they satisfy the specific requirements of these regulations and that the total compensation for individual employees:

- A. is reasonable for the services rendered, conforms to the LEA's established written policy, and is consistently applied to both Federal and non-federal activities; and
- B. follows an appointment made by the LEA's written policies and meets the requirements of Federal statute, where applicable.

### **Time and Effort Reports**

The reports:

- A. are supported by a system of internal controls that provide reasonable assurance that the charges are accurate, allowable, and properly allocated;
- B. are incorporated into the official records of the LEA;
- C. reasonably reflect the total activity for which the employee is compensated by the LEA, not exceeding 100% of the compensated activities;
- D. encompass both Federally assisted and other activities compensated by the LEA on an integrated basis;
- E. comply with the LEA's established accounting policies and practices;
- F. support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award, a Federal award and non-Federal award, an indirect cost activity and a direct cost activity, two or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity.

The Lake Wales Charter Schools Federal Program Office and Chief Financial Officer follow time and effort requirements imposed by the Florida Department of Education by collecting and reviewing all employee effort reports to ensure compliance with federal regulations. The individual-reported data will be made available only to authorized auditors.

## **VII. CONFLICT OF INTEREST**

**LWCS** expects all employees to conduct themselves in a manner that reflects the highest standards of ethical conduct and is in accordance with all federal, state, and local laws and regulations. This includes avoiding actual and potential conflicts of interest.

What constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. **LWCS** recognizes and respects the individual employee's right to engage in activities outside of employment that are private in nature and do not in any way conflict with or reflect poorly on the company.

Defining all the circumstances and relationships that might create a conflict of interest is impossible. If a situation arises with a potential conflict of interest, the employee should discuss this with a manager for advice and guidance on how to proceed. The list below suggests some of the types of activities that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

1. Simultaneous employment by another school district that is a competitor of or supplier to LWCS;
2. Carrying on LWCS business with an entity in which the employee, or a close relative of the employee, has substantial ownership or interest;
3. Holding a substantial interest in, or participating in the management of, a firm to which LWCS makes sales or from which it makes purchases;
4. Borrowing money from customers or firms other than recognized loan institutions, from which LWCS buys services, materials, equipment, or supplies;
5. Accepting substantial gifts or excessive entertainment from an outside organization or agency;
6. Speculating or dealing in materials, equipment, supplies, services, or property purchased by LWCS;
7. Participating in civic or professional organization activities in a manner that divulges confidential LWCS information;
8. Misusing privileged information or revealing confidential data to outsiders;
9. Using one's position at LWCS or knowledge of its affairs for personal gains; and
10. Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of LWCS business.

Any LWCS employee working for an organization doing business with LWCS must reveal such a contractual agreement in writing to the Superintendent. The Superintendent may approve such an arrangement; however, if the Superintendent determines the relationship to be a conflict of interest, they will request that the employee terminate their employment with either the organization or the LWCS.

LWCS relies on its employees' commitment to exercise sound judgment, to seek advice when appropriate, and to adhere to the highest ethical standards in their personal and professional affairs. If a situation arises and you are unsure whether a potential conflict of

interest exists, please discuss the matter with the Human Resources Director.

**Nothing in this policy prohibits employees from: engaging in activities protected by Section 7 of the National Labor Relations Act and this policy should not be interpreted as restricting any rights under Section 7 of the National Labor Relations Act; discussing or disclosing harassment or discrimination as protected under federal, state, or local law; or initiating communications with, responding to any inquiry from, or providing testimony before the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), any other self-regulatory organization, or any other state or federal regulatory authority regarding a possible securities law violation.**

## **VIII. PERSONNEL RECORDS**

Personnel/employment records are LWCS property. These records are processed and maintained in the LWCS Human Resource Services Office. All personnel files are public records and, as such, are available for public inspection. If you would like to review your personnel file, please contact the Human Resource Services Department for an appointment.

LWCS will not disclose confidential and sensitive personal information, such as medical records and social security numbers from your personnel file before public disclosure in accordance with the Public Records Law. An agency that is the custodian of the personal information specified shall maintain the exempt status of the personal information only if the officer, employee, justice, judge, or other people, or employing agency of the designated employee, submits a written request for maintenance of the exemption to the custodial agency. If you are a current LWCS employee who is either an active or former employee in one of the above categories and/or you are the spouse or a child of an active or former employee, you may exercise your right of exemption from certain Public Records laws. If you elect to exempt your address and telephone number from all LWCS public lists, please fill out the Personnel File Request for Exemption form and return it to your principal/Supervisor for submission to the Human Resource Services section of the LWCS Central Office. For more information about this written exemption or to see if you qualify, please refer to Florida Statute 119.071. If you qualify, you will need to complete in writing the Personnel File Request for Exemption Form; it is maintained on our website at <https://content.schoolinsites.com/api/documents/e7ad40ba1e9d477bbbe855e85f339a3b.pdf> or by contacting the Human Resources office of the LWCS Central Office at 863-679-6560.

The LWCS Human Resource office should be notified in writing of any changes in personal status such as a change in name, address, or marital status. Please notify the LWCS HR Department regarding any changes in beneficiary for life insurance purposes and/or changes in the number of dependents.

## **IX. REASSIGNMENTS**

In the event that the administration determines that an involuntary transfer to another school or hiring location must occur, the employee shall be notified of the decision in writing.

## **X. VACANCIES/PROMOTION PROCEDURES**

LWCS maintains a website listing all vacant positions. Information is updated daily. The vacancy notice remains on the LWCS website for a minimum of five (5) days. An employee seeking a new or vacant position within the LWCS is encouraged to access the website on a consistent basis.

## **XI. TRANSFERS**

Employees may request transfers based on advertised vacancies. Employees who wish to transfer to a different work site during the school session shall submit a transfer request to their current principal and the principal at the new proposed school for the specific vacancy being advertised. Employees must complete at least 196 working days in order to be eligible for a transfer.

## **XII. RESIGNATIONS**

Employees must provide at least 2 weeks notice (Notice Period) before leaving his/her position. Proper notice must be in the form of a letter of resignation indicating the date you plan to leave and the reasons submitted to your supervisor. Employees shall give at least two weeks (10 working days) notice to ensure they leave in good standing. It is important that you leave the district in good standing to protect your eligibility for rehiring.

Employees may be asked to assist in transitioning duties to a new Employee. If LWCS terminates the employment relationship prior to the end of the notice period, then it shall only pay the employee through the last day worked.

The last day an Employee works will be the effective date of separation and unused PTO may not be used to extend the separation date or count toward advanced notice of resignation. Employees may not take any PTO or unpaid leave during the Notice Period. Taking time off during the Notice Period will not be considered leaving in good standing as the Notice Period was not fulfilled.

Resigning Employees may be requested to participate in an exit interview and discuss suggestions on how LWCS may improve as an employer.

Employees who are terminated involuntarily or who fail to provide ten (10) working days' notice prior to resigning shall forfeit all unused annual vacation leave.

If you are absent from work without permission from your supervisor, this may be considered as your having resigned and could result in the forfeiting of all rights to re-employment. The Personnel Action Form should be signed and submitted with the letter of resignation and exit interview attached. For more information, contact the LWCS Human Resource Office.

The employee will need to contact his/her deferred compensation provider(s) to ensure timely processing of distributions or payout options, as well as to arrange for tax deferment of any pending annual and/or sick leave payments if desired. If you are transferring to the

Polk County School Board, include the date of transfer in the letter of resignation. The LWCS Payroll department and/or the Human Resources office can be contacted to answer questions regarding the last payday and benefits continuation.

It is the responsibility of the employee to return all charter/school board property, (i.e., cell phones, laptops, computers, printers, credit cards, school/office keys, ID badges, etc.) that may have been issued to you. Failure to comply could result in legal action. It is also important for you to contact the credit union or any other banking or financial institution about the settlement of any savings and/or loan accounts you have established through payroll deduction.

### **XIII. DISMISSAL**

Principals, Assistant Principals, and Administrators are at-will employees and may be dismissed at any time, with or without cause. Instructional school employees may only be dismissed for cause.

### **XIV. REFERENCES**

All requests for employment references shall be referred to Human Resources. The only information that LWCS will provide in response to a reference request will be the employee's dates of employment and last position held with the school.

### **XV. POLITICAL ACTIVITY**

No employee, official, or other person shall solicit, orally or by letter, contributions or services for any political party or political candidate from any employee during their hours of duty, service, or work with LWCS.

No employee or official of the schools will use his or her official authority or influence for the purpose of interfering with or affecting the results of an election or nomination for office.

### **XVI. DRESS CODE**

Lake Wales Charter Schools recognizes that teachers are role models -- teaching as a profession demands setting a good example for students. As adults and professionals, LWCS staff is expected to be guided in their grooming habits by what is most generally accepted in professional settings.

Employees should maintain a clean and neat appearance, have consistent bathing and oral hygiene habits, be well groomed, and not wear scented perfumes, colognes or lotions. Clothing and accessories must be clean, may not contain offensive, political, harassing, or discriminatory words, terms, logos, pictures, cartoons, slogans, writings, or images.

Each school principal may set guidelines for their staff to adhere to. What is appropriate for employees in one school may not be appropriate for another.

Employees determined to be in violation of this policy will be sent home to correct their appearance. For non-exempt employees, this time will not be counted as hours worked.

## Hairstyle Discrimination Policy

LWCS does not discriminate against employees who wear their hair in braids, locs, twists, or another manner that is part of the cultural identification or is a physical characteristic of the employee's ethnic group.

### **XVII. JOB PERFORMANCE/ EVALUATIONS**

Lake Wales Charter Schools expects high performance from all its employees. Evaluations help employees identify their strengths and weaknesses, as well as opportunities for professional growth and development. Yearly evaluation will be conducted for all LWCS staff. Teachers will be evaluated by their principal or assistant principal. Other school or central office staff could be evaluated by the principal, assistant principal, or their immediate supervisor.

### **XVIII. FINGERPRINTING AND BACKGROUND CHECKS**

All new employees will be fingerprinted and receive a Level II criminal background check before employment is confirmed. A new fingerprint check will be conducted on all existing employees every five (5) years or sooner should the Board of Trustees deem it necessary.

All employees operating an LWCS vehicle will have their driving records reviewed every year.

### **XIX. GIFTS TO EMPLOYEES**

Employees of Lake Wales Charter Schools should be able to perform their duties without risking any appearance of impropriety, such that they are not placed in a position of compromise or conflict of interest, real or potential. To prevent such situations from occurring for our employees, it is the policy of LWCS that our employees not accept gifts from contractors or suppliers, or potential contractors or suppliers, of LWCS or any of its schools or programs that are directed to them individually. Examples would be gift certificates or personal items of value. Excluded are items of minimal monetary value that are directed to a school, office, or program as a whole and are shared equally among employees. Examples would be baked goods, fruit, or flowers.

### **XX. GRIEVANCE PROCEDURES**

LWCS is committed to encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from school supervisors and management.

A grievance is a claim by a grievant that there has been a violation, misinterpretation, misapplication, or inequitable application of the terms of a contract, Board policy, rule, or regulation. A grievance concerning Board policy, rule, or regulation may only be carried through Steps I, II, and III.



A grievant may be an employee or a group of employees.

Procedures for filing a grievance:

1. To the extent practicable grievances will be handled in the number of days indicated at each level. If the grievant fails to initiate a grievance or submit to the next step within the time limits as provided, the problem will be deemed resolved. If the immediate supervisor fails to respond to the grievance within the time limits as provided, the grievance may be carried to the next step immediately. However, time limits may be extended by mutual agreement by either party upon one day's written notice to the other party. Such extension shall not exceed ten (10) working days, except in cases of emergency.
2. When grievance meetings and conferences are held during school hours, all employees whose presence is required by either party to provide information with regard to the grievance shall be excused from their regular duties without loss of pay. All meetings shall be by mutual agreement.
3. When illness or other incapacity of the grievant or managerial representative of the Board prevents his/her presence at a grievance meeting, as soon after the originally rescheduled date as is possible for both parties. The time limits shall be extended to such time that the grievant or representative of the Board can be present.
4. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants, and this information shall not be transmitted outside the Lake Wales Charter Schools except as is required by lawful parties in court cases or subpoenas.
5. In the event a grievance is filed on or after June 1, time limits for the informal procedure, Steps I and II shall consist of a total of seven (7) days so that the grievance may be resolved before June 30. If the grievance is continued to Step III, the Board shall consider this grievance within fifteen (15) days following the conclusion of Step II.
6. During the informal procedure, if there are administrators present in addition to the principal and a member of his/her managerial staff, the teacher shall be entitled to have additional assistance available.

**Resolution Procedure**

Informal Procedure: If an employee believes he/she has a grievance, he/she shall first discuss the matter in good faith with his/her immediate supervisor in an effort to resolve the problem informally. Should the grievance be with the employee's immediate supervisor, the employee would address the grievance with the supervisor next in line in the formal chain of command. This action shall take place within fifteen (15) days after the grievant knew or could reasonably have been expected to know of the event giving rise to the grievance.

At the informal procedure, the grievant may request additional assistance. The immediate supervisor or principal may have a member of his managerial staff, or if none exists, an assistant principal from another school at the meeting in the event the grievant has additional assistance. In this informal action, the grievant shall advise his/her supervisor of the particular incident resulting in the grievance. No record shall be maintained except for a dated and signed statement verifying the fact that an informal discussion has been held. The immediate supervisor will respond to the grievance within two (2) days after the informal meeting.

### **Step I**

If as a result of the informal discussion with the immediate supervisor a grievance still exists, the grievant shall, within ten

(10) days after the informal discussion, submit to the superintendent a completed copy of the grievance form (Appendix A). This time limit shall not apply in cases where the nature of the grievance is continuous, or when the resolution agreed to at the informal level has not been or cannot be implemented. Within ten (10) days after the receipt of the written grievance, the superintendent or his/her designee shall arrange a meeting with the grievant in an effort to resolve the grievance. The superintendent shall indicate his/her disposition of the grievance in writing at the appropriate place on the grievance form within five (5) days after such meeting and send copies thereof to the grievant.

### **Step II**

If the grievant is not satisfied with the superintendent's disposition, or if no disposition is made within five (5) days of the Superintendent or designee meeting, then within ten (10) days thereafter, the grievance shall be transmitted to the Board by filing a copy with the chairman of the Board. The Board shall, within fifteen (15) days, meet publicly for the purpose of listening to any oral arguments presented by the grievant and the superintendent. The grievant and the superintendent shall simultaneously exchange briefs outlining their positions and related documents without oral testimony. The disposition by the Board shall be made and announced within three (3) days of the public hearing. A copy of such disposition shall be furnished to the grievant, the immediate supervisor, and the superintendent.

### **Step III**

In the event the grievant is not satisfied with the disposition of the grievance by the Board, the grievance may be submitted to arbitration before an impartial arbitrator. Notice of such submission shall be given in writing to the superintendent within five (5) days after the grievant has received a written disposition from the Board. The arbitrator shall be selected from the American Arbitration Association in accordance with its rules, which likewise govern the arbitration proceedings.

## **MISCELLANEOUS PROVISIONS**

1. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement.
2. The Board and the Grievant shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.
3. If the Board refuses to arbitrate a grievance arising under this agreement, the arbitrator appointed according to the above grievance procedure shall proceed on an ex parte basis.
4. No reprisals of any kind shall be taken against any party in interest participating in the grievance procedure.
5. Any teacher for whom a grievance is sustained shall be reimbursed in accordance with the award of the arbitrator.
6. Should either party request a transcript of the proceedings at Step IV, then the party shall bear the full costs of the transcript. If each party requests a transcript, the cost of the two transcripts will be divided equally between the parties.
7. Each party shall bear the full cost of its representation at all steps of the grievance procedure.

#### **XXI. MONEY COLLECTION**

All money collected from any source must be recorded. This serves as a record of students' payments for fees, textbooks, yearbooks, rentals, uniforms, etc. Check with your school finance secretary for proper forms and procedures. No monies are to be kept in any teacher's desk or classroom overnight.

#### **XXII. NEPOTISM (EMPLOYMENT OF RELATIVES)**

LWCS recognizes family members of current employees may seek employment at LWCS. To maintain an environment free from perceived or real conflicts of interest, favoritism, or unfair advantage, family members may not directly supervise another family member. Family members should be understood in its broadest sense, to include relations through blood, marriage, and/or civil union.

Employees must immediately notify the Company of any change in their relationship that qualifies them as family members under this policy

#### **XXIII. NETWORK USE AND INTERNET ACCESS POLICY**

Internet usage is a privilege granted to LWCS employees and students. The use of the network and the Internet must be in support of educational and professional activities that are consistent with the educational goals and policies of the LWCS. The user is responsible

at all times for its proper use. Behavior that is inconsistent with these policies and guidelines may result in disciplinary and/or legal action.

### GENERAL NETWORK USE

The network includes all computers and other peripheral devices on school district property that are interconnected to the local/wide area network. It is provided for users to conduct research, complete assignments, print assignments, use instructional programs, and use the media center electronic catalog.

### ELECTRONIC MAIL

Accounts shall be used to enhance communication for work-related duties. The use of e-mail accounts must be in support of education and/or research that is consistent with the educational goals and policies of the Lake Wales Charter Schools. The employee in whose name the account is issued is responsible at all times for its proper use. Behavior that is inconsistent with this policy may result in disciplinary action which may include possible termination or legal action.

Unauthorized use includes, but is not limited to:

- The creation and exchange of messages that are offensive, harassing, obscene, or threatening
- The exchange of privileged, confidential, or sensitive information outside of the organization or outside the defined privileged group.
- The creation and exchange of advertisements, solicitations, chain letters, and other unsolicited emails.
- The creation, storage, or exchange of information in violation of copyright laws
- Reading or sending messages from another user's account, except under proper delegated arrangements.
- Altering or copying a message or attachment belonging to another user without the permission of the originator
- The installation and use of Hotbars application and similar third-party email enhancements are prohibited.
- Using email in ways that violate LWCS policies or district procedures.
- Activities that cause congestion of the network or otherwise interfere with the work of others.
- Representing personal views as those of the Lake Wales Charter Schools.

Additional access policies include, but are not limited to:

- Stationary must be limited to what is currently available in Microsoft Outlook.
- The principal/supervisor must be notified immediately of any unauthorized use of your account or any other breach of security.
- LWCS is not liable for any loss you may incur as a result of someone else using your password or account, either with or without your knowledge.
- Users must not compromise the privacy of their password by giving it to others or exposing it to public services. Passwords should be changed at least every 90 days.
- All communications may be subject to public disclosure under the Public Records Law.

## INTERNET ACCESS

The Internet encompasses a multitude of libraries, databases, and resources beyond the school system's local/wide area network. It is provided for users to access educational resources to conduct research, complete assignments, use instructional programs, and use media center online catalogs.

## GENERAL NETWORK AND INTERNET ACCESS POLICIES

Unauthorized use includes, but is not limited to:

- Violations of laws and regulations regarding Copyrighted and trademark material, Threatening, obscene or profane material, Licensing agreements, and Plagiarism.
- Vandalism, which is defined as a malicious attempt to harm or destroy network resources, data of other users, the Internet, or other networks. This includes the creation of, or uploading of, computer viruses on the Internet or host site.
- Use of the Internet or network for financial gain or illegal activity
- Use of another individual's network access including use of another individual's network username and password.
- Congestion of network by consuming large amounts of bandwidth, including but not limited to Network/Internet games, Streaming video, and audio Teleconferencing, Downloading very large files without prior approval of technology staff
- Hacking or any attempt to gain access to networks, browsing networks to obtain IP addresses and other network information Accessing the networks without prior authorization, using network resources or other resources with the intent of preventing or interfering with the transmission of voice, data, pictures, or anything that can be transmitted over the network. Trespass on other's work, files, or folders, and attempt to, or act to, access, modify, harm, or destroy data of another user.
- Circumventing proxy servers, firewalls, or other filtering software.
- Using unauthorized telephone services, including long-distance calls.

## SOCIAL MEDIA

LWCS recognizes that social media can be a highly effective tool for sharing ideas and exchanging information. However, the organization also seeks to ensure that social media usage does not negatively impact brand identity and integrity and legal

risks. Therefore, LWCS has established the following rules and guidelines for communicating employer-related information via social media. LWCS may monitor employee use of LWCS owned computers and the Internet, including employee postings and social networking activity. Violation of this policy may lead to disciplinary action, up to and including termination of employment.

LWCS defines "social media" broadly to include online platforms that facilitate activities such as professional or social networking, posting commentary or opinions and sharing pictures, audio, video, or other content. "Social media" includes personal websites and all types of online communities (e.g., Facebook, LinkedIn, Yelp, YouTube, X, Instagram, Snapchat, blogs, message boards, and chat rooms).

- Your social media activity is covered by Company policies including, among others, the Company's Equal Employment Opportunity / Non-discrimination, Anti-harassment, Confidential and Proprietary Information, and Communications Systems, Email, Networks, and Internet policies.
- You should not post content on social media that violates the organization's discrimination or harassment policies, or that is threatening. This does not prohibit activities protected by Section 7 of the National Labor Relations Act, such as employees' rights to discuss terms and conditions of employment or to seek public support during a labor dispute.
- You should not represent that the LWCS has authorized you to speak on behalf of the system or that the system has approved your message, unless you receive prior written authorization to do so from the Superintendent. If you do not receive written authorization to speak on behalf of the system, you are strongly encouraged to state explicitly, clearly, and in a prominent place on the site that views expressed are your own and not those of LWCS or of any person or organization affiliated or doing business with LWCS. Should you decide to make social media postings about LWCS services, you must expressly state in your postings that you are an employee of LWCS and that your views are not necessarily those of the system, its clients or its affiliates.
- You should not display or post video or other images of, or material about, the LWCS' employees that are libelous, proprietary, harassing, bullying, discriminatory, retaliatory, or that can create a hostile work environment. Such conduct that would not be permissible in the workplace is not permissible between or among employees online, even if done during non-work hours and away from the workplace on personal devices or home computers.
- While you may speak about your job, the workplace, and the working conditions, you should not display or post video or other images of, or material about, the system's clients, competitors, vendors, without prior written approval from the Superintendent.
- Employees may write about their jobs in general but may not disclose any confidential or proprietary information. For examples of confidential information, please refer to the records management policy. When in doubt, ask management before publishing.

Employees are expected to comply with all applicable laws, including but not limited to, Federal Trade Commission (“FTC”) guidelines, copyright, trademark, and harassment laws.

Violations of this policy may result in discipline up to and including immediate termination of employment.

**Nothing in this social media policy is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. LWCS employees have the right to engage in or refrain from such activities**

#### **XXIV. USE OF LWCS PROPERTY**

The LWCS provides you with the necessary equipment and materials to carry out the job assigned to you. If you are assigned any equipment, it becomes your responsibility to exercise care in its operation. Personal use of materials, supplies, tools, or other equipment is not permitted. Violation could result in disciplinary action up to dismissal, criminal prosecution, or both.

#### **XXV. OPERATION OF LWCS VEHICLES**

Some employees may operate LWCS-owned or leased vehicles. These vehicles are to be used for LWCS business only. Safety belts must be worn at all times. Any employee who is assigned an LWCS vehicle and acquires excessive citations is subject to disciplinary action and may have his/her driving privileges canceled. This could cause termination of employment.

#### **XXVI. CELL PHONE SAFETY AND DRIVING**

Employees should never allow a cell phone or other mobile device to distract them from concentrating on driving.

Under no circumstances should employees feel that they need to place themselves or others at risk while driving to fulfill business needs. Employees should follow these procedures to avoid distracted driving:

- Follow all applicable state and local laws that address the use of cell phones and other mobile devices while driving.
- Avoid using cell phones while driving and avoid it as a hand-held device. Find a safe place to pull over to make or receive phone calls, send or receive text messages, or manipulate navigation apps.
- Program their destination into navigation apps or GPS devices before they start driving.
- Do not read or respond to text messages or emails or browse social media or the Internet while driving.
- Be aware of distractions from in-car “infotainment” systems. Just because they are built into the vehicle does not mean they do not create a hazardous distraction.

Employees who fail to follow safety guidelines are subject to discipline.

#### **XXVII. STAFF/STUDENT RELATIONS**

Staff members shall maintain professional relationships with students. Staff members shall be expected to regard each student as an individual and to accord each student the rights and respect that is due him or her.



Staff members shall promote a learning environment that encourages fulfillment of each student's potential in regard to his/her program, consistent with LWCS goals and with optimal opportunities for students. This goal may be reached by adapting instruction to individual needs, by:

1. Insisting on reasonable standards of scholastic accomplishment for all students.
2. Creating a positive atmosphere in and out of the classroom.
3. Extending the same courtesy and respect that is expected of students; and
4. Treating all students with consistent fairness.

Staff members shall use good judgment in their relationships with students beyond their work responsibilities and/or outside the school setting and shall avoid excessive informal and social involvement with individual students. Any appearance of impropriety shall be avoided. Inappropriate relationships between employees and students shall be prohibited and will be grounds for immediate dismissal.

## **XXVIII. VOLUNTEERS**

The Lake Wales Charter Schools encourage the use of community volunteers to accomplish our goals. Staff members must provide adequate supervision, space, and materials for volunteers. Volunteers must complete the application online and be approved before serving. Volunteers are required to sign in at their site of service, wear appropriate identification while on site, and be positive role models in manner, dress, and appearance. No sagging pants, short shorts, mini-skirts, or revealing clothing.

When working with students, **volunteers may NOT:**

- Handle confidential information about students.
- Be placed in charge of a classroom of students in the absence of a teacher.
- Discipline students.
- Give medication to students.

Volunteer privileges can be revoked if LWCS policies are violated. Any concerns should be reported to your immediate supervisor or to the Human Resources office at (863) 679-6560.

## **XXIX. WELLNESS POLICY**

Lake Wales Charter Schools continue to seek and implement strategies for the improvement of health, nutrition, and physical activity within the school environment for students and staff.

## **XXX. PUBLIC RELATIONS-RELEASE OF INFORMATION**

Employees shall release information in accordance with school policy, following supervisory approval to do so. School policies must adhere to applicable laws.

Should an employee receive either a request or subpoena where the school is named, the Principal shall be immediately notified, who in turn will notify the Superintendent.

### **XXXI. STANDARDS OF CONDUCT/DISCIPLINARY ACTION**

**LWCS** expects employees to comply with the company's standards of behavior, which include school safety policies, procedures, and performance, and to correct any noncompliance with these standards.

Under normal circumstances, LWCS endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. This policy does not modify the status of employees as employees at will or in any way restrict the company's right to bypass the disciplinary procedures suggested.

The following steps are suggested in the discipline procedure. All steps should be documented in the employee's personnel file.

#### **Forms of Discipline:**

Step 1: Informal Discussion. When a performance problem is first identified, the nature of the problem and the action necessary to correct it should be thoroughly discussed with the employee by the employee's supervisor.

Step 2: Counseling. If a private informal discussion with the employee has not resulted in corrective action, following a thorough investigation, the supervisor should meet with the employee and (a) review the problem, (b) permit the employee to present information regarding the problem, (c) advise the employee that the problem must be corrected, (d) inform the employee that failure to correct the problem will result in further disciplinary action that may include discharge, and (e) issue a written counseling notice to the employee.

Step 3: Reprimand. If satisfactory performance and corrective action are not achieved under Steps 1 and 2, the supervisor and a representative from the HR department should meet with the employee in private and proceed via Step 2 items (a) through (d) above and issue a reprimand notice to the employee.

Step 4: Suspension. Supervisors may temporarily remove employees from the workplace, with or without pay, if approved in advance by the department director and the director of HR. An exempt employee generally may not be suspended without pay for less than a full day, and the suspension must be related to written workplace conduct rules applicable to all employees.

Step 5: Failure to improve. Failure to improve performance or behavior after the written warning or suspension can result in termination.

In cases involving serious misconduct, or any time the supervisor or LWCS leadership determines it is necessary in their sole discretion an employee may be disciplined with any of the above procedures forfeited. As applicable, the supervisor should suspend the employee immediately (with or without pay), and an investigation of the incidents leading up to the suspension should be conducted to determine if any further action, such as termination, should be taken.

## **EMPLOYEE BENEFITS**

### **I. EMPLOYEE ASSISTANCE PROGRAM**

Lake Wales Charter Schools is committed to helping its employees maintain quality of life. LWCS provides EAP that gives employees access to a wide range of resources that go far beyond the ordinary telephonic health information line.

### **II. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

Accidental death and dismemberment insurance are available for all employees of LWCS through their life insurance which is provided by LWCS. Upon termination or retirement, you have 31 days from the date of your termination of employment with the LWCS to convert to an individual policy. For more information contact the LWCS Human Resource office at (863) 679-6560 for the appropriate conversion form.

### **III. DISABILITY INSURANCE**

LWCS employees may purchase a short-term disability policy. This policy cannot be converted into an individual policy. Coverage ends the day you stop active work.

LWCS provides long-term disability insurance for all LWCS employees at no cost to them. This disability policy cannot be converted into an individual policy once employment ends. Coverage ends the day you stop active work with the LWCS.

### **IV. MEDICAL/DENTAL/VISION INSURANCE**

All regular full-time employees are eligible to enroll in the benefit plans on the first of the month following 30 days of employment. To be considered a full-time employee, you must be regularly scheduled to work 30 hours per week. Eligible dependents, including legal spouses, children, and step-children may also be enrolled as long as they meet the corresponding requirements for each plan.

### **v. WHEN COVERAGE ENDS**

If you cancel benefits during open enrollment, your benefits will end on June 30<sup>th</sup>.

For 10 and 11-month employees: If you work through the last day of your contract, your benefits will end on June 30<sup>th</sup>. However, if you terminate your employment prior to your contract end date your benefit termination will be as follows.

| <b>Termination Date</b>                    | <b>Coverage End Date</b>   |
|--|----------------------------|
| 1 <sup>st</sup> -15 <sup>th</sup> of month | End of Current Month       |
| 16 <sup>th</sup> -End of Month             | End of the following month |

**For 12-month employees:** Your benefits will end on the last day of the month in which you receive your last paycheck.

Once your termination of benefits is processed, you will be sent information about continuing coverage options from our COBRA administrator.

#### **VI. FLEXIBLE REIMBURSEMENT ACCOUNTS**

Flexible reimbursement accounts are available to all LWCS employees.

If you participate in the Dependent Care or Medical Flexible Spending Accounts, you have three (3) options when you terminate your employment with the LWCS;

- (1) the remaining contributions from your last paycheck and continue participation until the end of the month in which you terminate employment;
- (2) deduct your regular monthly contribution from your last paycheck and continue participation until the date on which you terminate employment; or,
- (3) continue participation until the end of the Plan Year as a COBRA participant. If you choose option 3, you will be responsible for paying your current election, your current account administrative fee, and the COBRA administrative fee of two percent on a monthly basis. This monthly payment will be due on or before the first of each month through the end of the current Plan Year.

Please contact the LWCS Human Resource office at (863) 679-6560 for more information about each of these options.

#### **VII. GROUP LIFE INSURANCE**

LWCS furnishes each full-time employee with \$20,000 of life insurance at no cost to them. You have 31 days from the date of your termination of employment with the LWCS to convert your life insurance coverage to an individual policy. A medical examination is not required. The life insurance carrier determines the cost of your converted policy. If you wish to convert your life insurance, please contact the LWCS Human Resource Office at (863) 679-6560 for the appropriate conversion form.

#### **VIII. SHORT-TERM DISABILITY**

Short-term disability is offered to full-time employees working a minimum of 30 hours per week. Employees are eligible for this benefit on the first of the month following 30 days of service. Short-term disability is meant to bridge the 90-day period until long-term disability can cover an employee. If an employee becomes disabled and cannot work for a short period of time, this coverage pays 60 percent of the employee's salary, up to the policy limits. This is a voluntary benefit and is funded solely by the employee. In addition, employees will not be paid vacation or sick leave for approved absences covered by the company's program, except to supplement the short-term disability benefits.

Short-term disability benefits may run concurrently with FMLA leave and/or any other leave where permitted by state and federal law.

Some states have a mandatory disability program whereby you may be charged a premium in the form of a payroll tax. You may elect to purchase the company disability benefits as a supplement to the state program.

## **IX. LONG-TERM DISABILITY**

Long-term disability benefits are offered to full-time employees working a minimum of 30 hours per week. If an employee becomes totally disabled and cannot work for an extended period of time, this coverage pays 60 percent of the employee's salary, up to the policy limits. This is a voluntary benefit and is funded solely by the employee.

Long-term disability benefits will run concurrently with FMLA leave and/or any other leave where permitted by state and federal law.

## **TIME OFF AND LEAVES OF ABSENCE**

Unless otherwise specified by law, leave is granted at the sole discretion of the LWCS. Policies about leave are designed to protect school operations from unnecessary interruption due to absences. When employees apply for leave, they must complete the appropriate form and include the reason for requesting the leave in writing. As permitted by law, the Principal or Superintendent of LWCS may rescind the leave if it is used for a different purpose or cause.

Leave must be pre approved at least 48 hours in advance. However, emergencies that cannot be anticipated are considered “granted” in advance if they are promptly reported.

Except for military leave, leave cannot be granted beyond July 1 of the next fiscal year. However, a new application may be filed at the expiration of the leave, with new leave granted at the discretion of the Principal and/or Superintendent of LWCS. The person on leave is responsible for requesting a renewal; it is not automatic. If a renewal is not requested, and the employee does not return to work then his/her employment will be terminated.

To be compensated for a contractual paid holiday an employee on leave must be in full pay status or have enough accrued time (sick/personal/vacation) or gifted time available to cover the day before and after said holiday to receive payment for that holiday

### **Types of Leave**

- Family Medical Leave Act (FMLA)
- Military
- Temporary Duty
- Jury Duty
- Bereavement
- Domestic Violence
- Professional
- Personal Without Pay
- Maternity
- Personal with Pay Extended Illness
- Extended Sick with Pay, thirty days or more (If sick leave is available)
- Vacation

## **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

### Basic Leave Entitlement:

The Family and Medical Leave Act (FMLA) is a federal law that allows employees who have been employed by a covered employer for at least 12 months and have worked for at least 1,250 hours during the 12-month period immediately preceding the commencement of leave, to take up to twelve (12) weeks of unpaid, job-protected leave, for one or more of the following reasons (“FMLA-qualifying events”):

- (1) For incapacity due to pregnancy, prenatal medical care, or childbirth;
- (2) To care for the employee's child after birth, or placement for adoption or foster care;
- (3) To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- (4) For a serious health condition that makes the employee unable to perform the employee's job.

During FMLA leave, the employer must maintain the employee's group health insurance coverage under any "group health plan on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms.

### Eligibility Requirements

Employees are eligible for FMLA if they have worked for the LWCS for at least one year, for at least 1,250 hours over the previous 12 months and if at least 50 employees are employed by said employer within 75 miles. The LWCS will utilize a rolling year in determining the start of the FMLA leave entitlement period. This means that if you are approved for 12 weeks of FMLA leave in March, you will not be entitled to another twelve weeks of FMLA leave until December 1st the following year.

Eligible employees wishing to take FMLA leave must:

- meet with the Human Resources Office.
- provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and
- comply with an employer's normal call-in procedures.

Eligible employees should direct any FMLA questions to Human Resources.

Employees may not perform work for self-employment or for any other employer during an approved leave of absence, except when the leave is for military or public service or when the company has approved the employment under its Outside Employment policy and the employees' reason for FMLA leave does not preclude the outside employment.

### Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.



FMLA also includes a special leave entitlement that permits eligible employees to take *up to 26 weeks of leave to care for a covered service member during a single 12-month period*. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

#### **I. TEMPORARY DUTY LEAVE**

Temporary duty leave is authorized for all Employees who are assigned by the Principal and/or Superintendent to be on duty at such a place or places removed from their regular place of duty. The Principal and/or Superintendent are authorized under these policies to reassign Employees to temporary duty as deemed necessary and to execute payment for reimbursement of expenses. Temporary duty requests should be submitted to the Principal and/or Superintendent at least 4 weeks prior to the date of the leave in order to have prior approval. With proper prior approval from an employee's supervisor, overnight stays are permitted for out-of-county travel (including Tampa and Orlando) and will be reimbursed according to policy.

#### **II. JURY DUTY/COURT APPEARANCE**

LWCS supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow advance planning for an employee's absence.

Employees will be provided time off for jury duty in accordance with applicable laws. If an employee is released from jury duty after four hours or less of service, the employee must report to work for the remainder of that workday.

Time for appearance in court for personal business will be the individual employee's responsibility. Normally, personal days or vacation days will be used for this purpose.

#### **III. TIME OFF FOR VOTING**

LWCS recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, employees will have sufficient time outside working hours to vote. If, for any reason, an employee thinks this will not be the case, they should contact their supervisor to discuss scheduling accommodations.

#### **IV. BEREAVEMENT LEAVE**

Employees may be granted up to three (3) paid days of bereavement leave for the death of an immediate family member defined as father, mother, brother, sister, husband, wife, child, or member of the employee's household. Bereavement leave is also available for the following extended family members: grandparent, grandchild, aunt, uncle, mother-in-law, father-in-law, brother-in-law, or sister-in-law.

Bereavement leave is not transferable or accruable and must be used within thirty (30) calendar days of the death. The application shall be made to the immediate supervisor in advance whenever possible. The employee will not be paid Bereavement Leave during non-scheduled workdays. Employees must provide a copy of the obituary, funeral notice, or other satisfactory documentation attached to the Employee Application for Leave Form. Details about the family member’s relationship may be required.

**V. DOMESTIC VIOLENCE**

In accordance with Florida Statute 741.313 LWCS permits an employee who has been employed for 3 months or more to take up to three working days of leave in any 12-month period to deal with domestic violence-related issues. This applies not only in situations where the employee is the victim of domestic violence but also when a member of the employee’s family or household is the victim of domestic violence.

**VI. PROFESSIONAL/CONFERENCE LEAVE**

The Superintendent or Principal may grant conference leave with pay together with the necessary travel expenses for employees to attend conferences, schools, and similar events designed to improve efficiency and if considered to be in the best interest of the school. All leave and expenses will be recommended by the principal and subject to prior approval of the Superintendent.

**VII. SICK/PERSONAL LEAVE**

Sick leave will be accrued monthly and allocated to employees on the last day of each month. Four sick leave days (Thirty-two (32) hours) will be made available for usage at the start of the contract date. Sick leave is allocated in the provision of the annual contract in accordance with the schedule listed below earning one (1) day at the end of each month in your contract:

| <b>Contractual Service</b> | <b>Hours Allocated</b> | <b>Total Days Earned Yearly</b> | <b>Total hours accrued on the last day of the month</b> |
|----------------------------|------------------------|---------------------------------|---|
| 10-month employees         | 80                     | 10                              | 8   |
| 11-month employees         | 88                     | 11                              | 8   |
| 12-month employees         | 96                     | 12                              | 8   |

**Sick Leave Use**

- A. Sick leave shall be paid for any absence from work due to the following:
  - 1. Personal illness of the employee
  - 2. Illness or injury of an employee’s child under the age of (18) or over the age of (18) if the child is unable to care for themselves because of a serious health condition.
  - 3. Serious health conditions of a spouse, child, or parent.

4. Medical or dental appointments for the Employee and or/ child that cannot be scheduled outside of the Employee's regularly scheduled hours.

For extended sick leave a school administrator or the employee's immediate supervisor may request documentation from the employee's physician that the employee is fit to return to work. After three (3) workdays or partial workdays of absence in any 30-calendar day period, the principal/administrator may require a medical certification before any further approval of sick leave will be granted. Medical certification is required after ten (10) consecutive days of absence in any 30-day period. Medical certification must indicate that the employee is unable to perform regularly assigned duties if further sick leave is to be authorized and may be required for each additional 30 consecutive days of absence.

Sick leave credits are earned on a prorated basis for employees who work less than a full pay period due to initial employment, separation, or leave of absence without pay. If an employee terminates prior to the posting date of the semi-monthly sick leave accrual hours, the hours earned for the pay period will be prorated and will be added to the employee's leave balance on the last day of the pay period that the employee is in pay status.

Personal leave must be approved by the Principal or Superintendent or his/her designee and should be planned so that the normal operation of the school or department is not affected.

The following require prior approval of at least 48 hours from the principal/administrator:

1. Leave prior to or immediately following a holiday
2. Summer school leave
3. Partial day
4. Leave without pay

Effective August 11, 2008, in order to be compensated for a contractual paid holiday, an employee on leave must be in full pay status or have enough accrued time (sick/personal/vacation) or gifted time available to cover the day before and after said holiday to receive payment for that holiday.

The following do not require the use of sick/personal leave days:

1. Military Duty
  - a. Up to 240 working hours leave with pay
2. Jury Duty (Not related to personal litigation) leave with pay
3. Workers Compensation
  - a. Up to 10 days leave with pay
4. Leave of absence without pay for the following:
  - a. Family/Medical Leave
  - b. Maternity/Parental Leave

- c. Extended Personal Leave
- d. Extended Military Duty Leave (beyond 17 paid days)

All LWCS employees will be allowed to use six (6) days (maximum of 48 hours) of their accrued sick days for “personal” use during the fiscal year. The remaining sick days earned will be designated for “sick” use only. At the close of business each school year (June 30th) all remaining days will be designated as sick only. There will be no carryover of unused “personal” sick days into the next fiscal year. Employees must advise the principal/administrator of the need to take leave and complete a sick/personal leave request in SkyWard. Instructional personnel must use Red Rover to schedule a substitute

There is no cap on the number of days an employee can accrue while employed.

#### Payment of Unused Sick Leave Upon Separation from Employment

In the event of separation, to be referred to as Terminal Pay. Employees must have completed at least 12 months of continuous creditable service with the Lake Wales Charter Schools to be eligible to receive payment of all **earned** unused sick leave upon separation/termination from the LWCS which will be paid according to the schedule listed below. If your employment is terminated prior to the end of the month, your sick leave balance will be proportional to the amount of leave you would have actually earned during the month. Calculations will be made as follows:

1. First through Third Years of Service – 35% the daily rate of pay at termination times the number of days of unused sick days accumulated.
2. Fourth, Fifth, and Sixth Years of Service – 40% of the daily rate of pay at termination times the number of unused sick days accumulated.
3. Seventh, Eighth, and Ninth Years of Service – 45% of the daily rate of pay at termination times the number of unused sick days accumulated.
4. Ten Years or More of Service – 50% of the daily rate of pay at termination times the number of unused sick days accumulated.
5. During and after the 13th year of service-100% of daily rate of pay multiplied by 100% times the number of days accumulated sick leave.

#### **SICK LEAVE GIFTING POLICY**

Lake Wales Charter Schools employees may, in the case of an emergency, irrevocably give a portion of their accumulated sick leave days to other LWCS employees. The employee making the donation is responsible for filling out the “gifting” form found on the LWCS website at

<http://lwcharterschools.com/files/2014/05/SICK-LEAVE-Request-To-Donate-Form.pdf>

and forwarding it to the LWCS Central Office Payroll Department. This form will denote the number of days the employee is “gifting” and the name and location of the receiving employee. This information is kept in-house and through the payroll system at the LWCS Central Office. The employee who is donating the sick days must have to remain in their sick leave account for a total of 80 hours after the donation takes place.

Participating employees of the LWCS may voluntarily donate sick leave credits to an eligible employee of the agency by utilizing the sick leave transfer/donation form.

A. In order to participate in the sick leave transfer plan, the donating employee must:

1. Have a personal sick leave balance of at least 80 hours after the sick leave is donated.

2. Be a full-time employee with the benefits of the LWCS.

3. Donate a minimum of eight (8) hours at any one time.

4. Donate a maximum of 40 hours in a school year.

4. Executed transfers non-rescindable by the donor.

B. For an employee to be eligible to receive and use sick leave credits transferred under the sick leave transfer plan, the receiving employee must meet the following conditions:

1. Must have utilized all sick leave, compensatory leave, and annual leave. Personal illness shall include disability caused or contributed by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

2. Employee, spouse, son, daughter, or parent must have suffered a documented personal illness, death, accident, or injury which requires a period of incapacity or treatment in a hospital, hospice, or residential medical care facility; requiring absence for a minimum of five consecutive workdays. This means sick leave credits shall be used for absences no sooner than the sixth missed day (41st hour).

3. Must not be eligible for or receiving disability leave with pay.

C. Sick leave credits shall not be transferred from an employee's individual sick leave balance at the time of his or her retirement or termination from the LWCS.

D. Hours may only be transferred on an "as-needed" basis to bring the employee up to the normal rate of pay for the pay period. In no case may an employee "bank" donate an hour.

E. An eligible employee may receive a maximum of 480 hours of donated sick leave in a consecutive 12-month period.

The LWCS must receive a properly completed Request to Donate/Use form prior to the end of the bi-monthly payroll period during which the donated leave credits are to be applied. The plan covers only the personal illness/injury of an employee and does not extend to the family members. Donated sick leave credits are not subject to payment upon separation.

## **FITNESS FOR DUTY EXAMINATIONS**

Employees returning from an extended period of absence may be required to submit to a physical or psychological fitness for duty examination prior to returning to work at the system's expense and as permitted by applicable State and Federal laws.

## **UNPAID LEAVE AND EMPLOYEE BENEFITS**

If you go on official unpaid leave, you are entitled to any and all of your benefits. However, for as long as you are on unpaid leave, to the extent permitted by law, LWCS will not contribute to your benefits including, but not limited to health or life insurance coverages. You will be responsible for payroll deductions that you would have paid if you were still on active status, plus the amount the LWCS would have contributed. If you fail to pay your bill, the LWCS Human Resource Office may cancel the coverage. Employees on leave are entitled to the same annual enrollment that active employees have.

For additional information on Leave of Absence requirements and procedures, please contact the LWCS Central Office Payroll or Human Resources departments.

## **VACATION**

Vacation leave is granted to all twelve-month (12) employees for periods of rest, relaxation, vacation, and for conducting personal business.

Vacation allocation will be made available to employees upon the beginning of the contract date online through *Skyward Employee Access*.

Prior to taking vacation leave, the employee must have requested the leave (48 hours) in advance and must have the leave approved by the principal or the administrator. Vacation leave may be denied if the employee's absence would adversely affect the work unit. Vacation leave may be taken only in increments of fifteen (15) minutes or more, rounded to the nearest quarter hour.

Full-time (12-month) LWCS employees earn vacation leave as follows:

| <b>Creditable Service</b>             | <b>Hours Allocated</b> | <b>Total Days Earned Yearly</b> | <b>Total hours accrued on last day of month</b> |
|---------------------------------------|------------------------|---------------------------------|---|
| Up to 5 years (0 through 59 months)   | 108                    | 13 ½                            | 9   |
| 5 to 10 years (60 through 119 months) | 132                    | 16 ½                            | 11  |
| Over 10 years (120 months or more)    | 156                    | 19 ½                            | 13  |

The number of years credited for vacation must have been spent in LWCS. Only years when the employee was employed for a 10-month basis or longer will be used. Any service break of more than three days without leave will break continuity, and the employee must start at zero years if re-employed.

LWCS employees may not carry more than over 480 hours (60 days) of vacation leave balances into the next contract year. However, at the close of business on June 30 of each fiscal year, all employees with a vacation balance in excess of 480 hours will be allowed to transfer hours above 480 into the employee's sick leave balance.

Vacation time must be approved by the Principal or Superintendent or his/her designee and should be planned so that the normal operation of the school or department is not affected.

### **PAYMENT OF VACATION LEAVE UPON SEPARATION**

Payment for vacation shall be at the employee's current daily rate of pay. The number of sick and vacation days an individual has accrued is listed on each paycheck stub and is converted into hours according to the number of hours worked per day.

Employees must have completed at least 12 months of continuous creditable service with the LWCS to be eligible to receive payment of **earned** unused vacation leave upon separation/termination from the LWCS and can be paid up to a maximum of 480 hours. Accumulated vacation days will be paid at 100% of the employee's regular hourly rate of pay at the time of separation.

Payment for unused vacation leave shall be made to the employee at the time of termination of employment, transfer out of a vacation-earning position, entering the Florida Retirement System DROP Program, or to the employee's beneficiary or estate at the employee's death, or as otherwise provided by law.

### **HOLIDAYS**

A paid holiday is defined as a day off with pay for the number of hours the employee would normally work on that day.

**Holidays Falling on Weekends:** If one of the holidays falls on a weekend, the school calendar will determine the day that will be granted off in lieu of the holiday

**Eligibility for Holiday:** In order to be eligible for holiday pay, an employee must work the employee's scheduled workdays immediately preceding and following the holiday, unless the employee is on an excused absence with pay that has been approved by the Principal, Director of Human Resources or his/her designee. Employees on unpaid leave of absence shall not be eligible for holiday pay if the holiday falls during the absence period.

An approved absence is a day of paid vacation or paid sick leave. If an employee is absent on one or both of these days because of an illness or injury, the company may require verification of the reason for the absence before approving holiday pay.

### **RELIGIOUS OBSERVANCES**

Employees who need time off to observe religious practices or holidays not already scheduled by LWCS should speak with their supervisor. Depending upon business

needs, the employee may be able to work on a day that is normally observed as a holiday and then take time off for another religious day. Employees may also be able to switch a scheduled day with another employee, take vacation time, or take off unpaid days. LWCS will seek to reasonably accommodate individuals' religious observances.

## **WORKERS' COMPENSATION**

Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave, if applicable, where permitted by state and federal law. In addition, employees will not be paid vacation or sick leave for approved absences covered by the company's workers' compensation program except to supplement the workers' compensation benefits, such as when the plan only covers a portion of the employee's salary as allowed by state law. LWCS provides ten (10) paid days of workers comp leave for employees.

## **ACCIDENT PREVENTION:**

The development of safe working conditions, practices, habits, and thinking are the objectives of our school safety program. Reaching those objectives will result in benefits to all employees and to the school. Accidents, injuries, disabilities, damages, lost time and pay, claims and medical expenses, and improper and dangerous use of equipment are all occupational problems that will be improved by the efforts of all employees.

All Principals, supervisors, and employees must recognize their responsibilities for a successful safety program and will participate in the development, implementation, and improvement of this program. Supervisors/Principals must have a continuing concern with all possible operational economics. Inadequate safety training and improper equipment handling and neglect can increase costs, cause incidents and reduce available manpower.

## **Accident Reporting:**

If you are injured on the job, you are protected by the Florida Workers' Compensation Law. If you are hurt on the job, regardless of how slight an injury is, you must report it to your supervisor or principal immediately. Delays in reporting injury can cause complications of the injury and delay recovery. Principals or supervisors must report all injuries immediately to the Director of Human Resources.

This benefit is provided by state statute, and there are rules and procedures both you, as the employee, and your employer must follow. Further, there are stiff penalties for fraud.

Should you be involved in an accident while under LWCS employment, a drug test will be conducted. This includes any and all job injuries.

## **RETIREMENT**

Social Security contributions are automatically deducted from your salary and matched by the LWCS on your behalf. Effective July 1, 2011, the FRS changes from a



noncontributory system to a contributory system requires each active member of the Florida Retirement System (FRS) to contribute 3 percent of pre-tax gross salary to fund retirement benefits for all FRS members, and eliminates the cost-of-living adjustment (COLA) for service earned on or after July 1, 2011. DROP participants are not required to pay employee contributions.

There are two plans available under the Florida Retirement System ~ the Defined Benefit (Pension) Plan and the Defined Contribution (Investment) Plan.

#### 1. The Defined Benefit (Pension) Plan

Under the Defined Benefit (Pension) Plan, employees initially enrolled in the FRS Plan prior to July 1, 2011, the following guidelines apply:

- Employees are vested after completing six (6) years of creditable service, or 30 years of service regardless of age.
- If you have at least six years of creditable service, but have not reached your normal retirement age as described above, you can take early retirement.
- The amount of your benefit is reduced by 5% for each year you are under age 62.
- Normal retirement is 62 years of age and completion of six (6) years of creditable service, or the completion of 30 years of creditable service at any age.
- The definition of "average final compensation" continues to be the average of the 5 highest fiscal years of compensation for creditable service prior to retirement, for the purpose of calculating retirement benefits.

For employees initially enrolled on or after July 1, 2011, the following changes apply: Normal retirement age increases from 62 to 65 years of age.

The years of creditable service increase from 30 to 33 years.

The definition of "average final compensation" means the average of the 8 highest fiscal years of compensation for creditable service prior to retirement, for the purposes of calculating retirement benefits.

#### 2. The Defined Contribution (Investment) Plan

Under the Defined Contribution (Investment) Plan, employees initially enrolled prior to July 1, 2011, are vested after completing one (1) year of creditable service. This benefit is based on the return of investments or progress. It is more portable and is better for employees who are short-term.

If you are preparing to retire, certain steps should be taken to ensure that there will be no loss of benefits to you. The following is a description of steps you may wish to follow:

benefits. The 3% guaranteed annual cost-of-living adjustment (COLA) for retirement service earned on or after July 1, 2011, is eliminated.

If you are preparing to retire, contact the Human Resources Department at 863-679-6550.

## **PAYROLL PROCEDURES**

### **I. DIRECT DEPOSIT**

Electronic direct deposit is mandatory for all salaried and wage employees. Electronic direct deposit assures that an employee's pay is in their checking or savings account on payday even if they are sick or on vacation.

Direct Deposit Authorization forms must be completed at the time of hire to have their semi-monthly pay directed to a checking or savings account of their choice. Direct Deposit Authorization forms are included in the new employee packet, available at the LWCS Payroll office, and on the LWCS Website under <https://content.schoolinsites.com/api/documents/58177ef9c8564e59a0acd7836ccda0fd.pdf>. It is the employee's responsibility to notify the Payroll office of any bank account changes. This is accomplished through the Direct Deposit Authorization Form.

Please note that to ensure the accuracy of the employee's depository account information, the first pay after submission of a Direct Deposit Authorization Form will be a physical payroll check. After the prenote cycle, all future pay will be electronically deposited with employees receiving pay advice on payday that details pay information.

LWCS is not responsible for service fees assessed by a bank when employees make transactions on their accounts prior to direct deposit funds being credited to their accounts. A replacement payroll check for any reason may be subject to a processing fee.

### **PAYMENT SCHEDULE**

Checks will be distributed on the 15th and the last working day of each month. If the 15th or end of the month falls on a holiday, checks will be distributed on the last working day before the 15th or the end of the month. If you begin work on or before the 15th of the month, and you have submitted your completed employment paperwork, you will receive your first check on the last business day of the month. If you begin work after the 15th of the month, you will receive your first check on the 15th of the next month.

Timely payment depends on proper paperwork being completed in time to meet the payroll cut-off.

### **II. PAYROLL DEDUCTIONS**

**LWCS** shall make proper deductions from the salaries of exempt employees and comply with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position. If you feel there has been an error with your payroll you must notify the payroll department immediately at [payroll@lwchartersachools.com](mailto:payroll@lwchartersachools.com).

For questions regarding payroll deductions please contact the Central Office payroll department.

**ACKNOWLEDGEMENT OF RECEIPT**

I acknowledge having received the Lake Wales Charter Schools Employee Handbook. I have read and understand this Handbook, including the Lake Wales Charter Schools' policy on the Code of Ethics/Principles of Professional Conduct. I have the opportunity to ask questions about the Handbook and understand that I may contact Human Resources for such questions. I understand the topics discussed in this Handbook represent the general policies of the Lake Wales Charter Schools and that my employing agency may impose additional requirements, depending upon the nature of my position and the authority granted by the agency.

Employee Name: \_\_\_\_\_  
(Please print)

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

**CODE OF ETHICS/PRINCIPLES OF PROFESSIONAL CONDUCT**

The Education Standards Commission drafted the Code of Ethics and Principles of Professional Conduct which were adopted by the State Board of Education as rules on June 15, 1982. As a part of the Florida Administrative Code, these rules are enforced by the Education Practices Commission. Violation of the Principles of Professional Conduct can result in the revocation or suspension of the teaching certificate, probation, fine, or restriction of the scope of practice.

As a means of implementing the Code of Ethics and the Principles of Professional Conduct, please sign this form and return it to your school secretary who will place it in your personnel record.

“I ACKNOWLEDGE RECEIPT OF THE CODE OF ETHICS AND PRINCIPLES OF PROFESSIONAL CONDUCT OF THE EDUCATION PROFESSION IN FLORIDA”

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
School

\_\_\_\_\_  
Position

**TO BE PLACED IN THE EMPLOYEE'S FILE**

**EMPLOYEE ACKNOWLEDGMENT AND RECEIPT OF HARASSMENT POLICY**

I have read and understand the company's Harassment Policy. My signature below confirms my knowledge, acceptance, and agreement to comply with the policy.

\_\_\_\_\_  
Employee's Name in Print

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

\_\_\_\_\_  
Date Signed by Employee

**TO BE PLACED IN THE EMPLOYEE'S PERSONNEL FILE**