



# **Burch Charter School of Excellence**

## **Employee Handbook**

July 7, 2021 (revised)

*“The mission of the Burch Charter School of Excellence is to develop critical thinkers that evolve into digital, life-long learners in a blended learning environment that enhances positive character traits that will ensure they become productive 21<sup>st</sup> century world citizens.”*

## **AMENDMENTS TO EMPLOYEE HANDBOOK**

This Employee Handbook contains the employment policies and practices of BCSE in effect at the time of publication. All previously issued handbooks or any inconsistent policy statements or memoranda are superseded.

BCSE reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer. Any written changes to the Handbook will be distributed to all employees. No oral statements can change or alter the provisions of this Handbook.

*This Handbook and its contents are the sole property of the Burch Charter School of Excellence, and it is intended for the personal use and reference of its employees.*

*Circulation of this Handbook outside of the School is prohibited and requires the prior written approval of the Board of Trustees.*

# INTRODUCTION TO HANDBOOK

This Handbook is designed to help employees get acquainted with Burch Charter School of Excellence (hereinafter referred to as “BCSE” or “School”). It explains some of our philosophies and beliefs, and describes in general terms, some of our employment guidelines. Although this Handbook is not intended to be an official policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at the School. Employees should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of the School or its employees. In no way does the Handbook replace the official plan documents (i.e., charter, governance manual, health insurance, retirement plan, etc.) or insurance contracts, which will govern in all cases. This Handbook supersedes and replaces all previous personnel policies, practices, and guidelines.

Because the School is a growing and changing organization, it reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. The School also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Chief School Administrator or Board of Trustees has the authority to enter into any employment or other agreement that modifies School policy. Any such modification *must* be in writing.

This Handbook is the property of the School, and it is intended for personal use and reference by employees of the School. Circulation of this Handbook outside of the School requires the prior written approval of the Chief School Administrator.

Employees should sign the acknowledgment form at the back of this Handbook, tear it out, and return it to the Chief School Administrator or supervisor. This will provide the School with a record that each employee has received this Handbook.

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# CONDITIONS OF EMPLOYMENT

## **Equal Employment Opportunity Is Our Policy**

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

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a BCSE representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. BCSE then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. BCSE will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, BCSE will make the accommodation.

## **EMPLOYMENT AT WILL**

Except if expressly stated otherwise by employment contract, it is the policy of BCSE that all employees are employed at the will of the School for an indefinite period. Accordingly, either BCSE or the employee can terminate this relationship at any time, for any reason, without cause, and with or without notice.

Nothing contained in this Handbook, employment applications, BCSE memoranda or other materials provided to employees in connection with their employment shall require BCSE to have “cause” to terminate an employee or otherwise restrict BCSE’s right to terminate an employee at any time for any reason. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict BCSE’s right to terminate at will. Other than The Board of Trustees or designee, no BCSE representative is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with BCSE that are not consistent with BCSE’s policy on “at will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, BCSE memoranda, sales commission agreements, BCSE commission agreements, or other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices shall create an expressed or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

## **POLICY AGAINST SEXUAL HARASSMENT**

All employees should be able to work in an atmosphere free of sexual harassment. BCSE will not condone or tolerate sexual harassment of any type by any employee. This policy applies to all employee actions and relationships, regardless of position or gender. BCSE will promptly and thoroughly investigate any complaint of sexual harassment and take appropriate corrective action, if warranted.

Sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexually suggestive nature constitute sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for personnel decisions, including but not limited to appraisals, promotion, salary increases, and termination.
- Such behavior has the purpose or effect of interfering with an individual's performance on the job or creating an intimidating, hostile or offensive working environment.

Each supervisor has the responsibility to maintain a work place free from any form of sexual harassment. Consequently, should supervisors become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct.

Employees are expected to act in a positive and professional manner and to contribute to a productive work environment that is free from harassing or disruptive activity.

Prohibited conduct by anyone includes but is not limited to:

- Sexual flirtations, touching, advances or propositions;
- Verbal abuse of a sexual nature;
- Graphic or suggestive comments about dress or body;
- Sexually degrading words;
- The display in the workplace of sexually suggestive or offensive objects or pictures.

While in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities.

Any employee who has experienced or is aware of a situation, which is believed to be sexually harassing, has a responsibility to report the situation immediately to the individual's manager and/or to the appropriate human resource representative. A Sexual Harassment Complaint Form may be obtained from the administration or the human resources representative. The human resource representative will conduct an immediate investigation into the allegation(s) and determine whether the allegations have merit.

A written report, including findings related to the allegations, will be completed. In all cases, when the allegation(s) is determined to be valid, appropriate remedial action will be taken immediately and may include disciplinary action up to and including termination.

If the alleged sexual harassment involves the employee's Chief School Administrator or supervisor, or if the employee is not satisfied with the outcome of the investigation, the employee should bring the matter to the attention of The Board of Trustees.

## **DRUG-FREE WORKPLACE**

The bringing to the work place, possession or use of intoxicating beverages or drugs on any BCSE premises is prohibited and will result in disciplinary action up to and including termination.

## **WORK SCHEDULE**

Business hours are normally 7:45 a.m. – 4:00 p.m. Monday through Friday. The regular workday schedule for full-time employees is 7 hours; the regular work week schedule is thirty-five (35) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

## **MEAL PERIODS**

Non-certificated employees are provided with a 45-minute meal period, to be taken approximately in the middle of the workday. Your supervisor should be aware of and approve your scheduled meal and rest periods.

You are expected to observe your assigned working hours and the time allowed for meal and rest periods. Do not leave the premises during your rest period and do not take more than two ten (10) minutes breaks for each rest period. You may leave the premises during the meal period.

## **ATTENDANCE AND TARDINESS**

Timely and regular attendance is an expectation of performance for all Burch Charter School of Excellence employees. To ensure adequate staffing, positive employee morale, and to meet expected productivity standards throughout the organization, employees will be held accountable for adhering to their workplace schedule. In the event an employee is unable to meet this expectation, he/she must obtain approval from their supervisor in advance of any requested schedule changes. This approval includes requests to use appropriate accruals, as well as late arrivals to or early departures from work. Supervisors have discretion to evaluate extraordinary circumstances of a tardy and/or absence and determine whether or not to count the incident as an occurrence.

## **Procedures**

### **I. Absent**

An employee is deemed absent when he/she is unavailable for work as assigned/scheduled and such time off was not scheduled/approved in advance as required by department notification procedure. An unexcused absence is defined as an absence that is not previously scheduled and no prior authorization was given by the Administration for such absence. These absences shall not be deemed unexcused if protected by FMLA or ADAAA or any other applicable law. Some absences may be deemed “excused” based upon the discretion of the Administration. (i.e. inclement weather, etc.)

Any employee who is absent the day before or the day after a holiday or extended break for any reason if not previously approved by the Administration must use a personal day. Should this absence occur and the employee has no personal days available, the employee’s compensation will be adjusted accordingly.

### **II. Tardy**

An employee is deemed to be tardy when he/she:

- Fails to report for work at the assigned/scheduled work time. In these instances, The Administration, within its discretion, may replace the tardy employee for the full shift and salary may be adjusted accordingly.
- Leaves work prior to the end of assigned/scheduled work time without prior Administrative approval.
- Takes an extended meal or break period without approval.
- Arrives to work past his/her scheduled start time, in these instances, may be replaced for the full shift at the discretion of the Administration.

### **III. Departmental Notification Procedure**

Employees are expected to notify their supervisor if they will be late for work, will not be at work, or are requesting planned time away from work. Employees must make a request in advance to their supervisor if they wish to arrive late or leave early from an assigned shift.

At the time of notification/call, the employee must notify their supervisor when an absence is due to a documented/approved leave of absence (e.g. Military Leave, FMLA) in order to ensure appropriate tracking of leave utilization and absenteeism.

An employee who fails to call in and report to work as scheduled for three consecutively scheduled work days will be viewed as having abandoned their position and employment will be terminated. The CSA should consult with the Personnel Committee if this situation occurs.

Incidents of not following the departmental notification procedures, including No-Call/No-Show, will be addressed in accordance with the Progressive Discipline policy.

### **IV. Progressive Discipline Process**

The Administration shall monitor their employees' attendance on a regular basis and address unsatisfactory attendance in a timely and consistent manner. If the Administration notices a pattern of unscheduled usage of accrued time off, they should discuss this concern with the employee, and document the employee's file regarding the discussion.

When an employee has been previously counseled under the Progressive Discipline Policy, the totality of the circumstances will be assessed when determining further action. For situations involving suspension or termination of employment, the CSA should consult with the Personnel Committee prior to implementing disciplinary action.

Timely and regular attendance is a performance expectation of all Burch Charter School of Excellence employees. Consequently, those employees who have exhibited unsatisfactory attendance, which resulted in disciplinary action during the course of the year, shall have the behavior documented in their annual evaluation.

## Occurrences

An occurrence is documented as an absence or tardy. While an absence refers to a single failure to be at work, an occurrence may cover 1 absence or 2 unexcused tardies.

The following grid is designed to provide guidelines when addressing the total number of occurrences in a rolling 12-month period, provided that the reason for an occurrence is not protected under FMLA or ADAAA, or any other applicable law.

	Occurrence/Days	Discipline Step and Action
Occurrence  1 Occurrence is equal to:  1 Absence  2 Tardies	4 Occurrence (Total)	Step 1: Verbal Warning/ Counseling
	6 Occurrences	Step 2: Written Warning
	8 Occurrences	Step 3: Final Written Warning
	10 Occurrences	Step 4: Termination
Single Day with No Call/No Show	1 Occurrence	Step 2: Written Warning
	2 Occurrences	Step 3: Final Written Warning
	3 Occurrences	Step 4: Termination

NOTE: The total number of days may be a combination of either absences or tardies and do not have to be consecutive. The total number of days an employee is unavailable for work as scheduled and the total number of occurrences are considered when applying discipline.

### New Hire Orientation Period

An employee, within his/her Orientation period, who has two occurrences should receive a Written Warning; if the employee has greater than two occurrences within the Orientation period, employment may be terminated; should the Orientation period be extended, this rule still applies.

### Holidays

If an employee calls out of work the day before, the day of, or the day after a holiday, the CSA will review the circumstances of the absence. Based on this review, the CSA has the discretion to determine whether to count the incident as a regular occurrence or go directly to issuing a Written Warning for the

holiday-related call out. If an employee has already been disciplined, the Chief School Administrator can decide to progress to the next level.

### **USE OF E-MAIL, VOICEMAIL AND INTERNET ACCESS**

BCSE will permit employees to use its electronic mail, voicemail systems and Internet access subject to the following:

1. Minimal personal use as long as it does not interfere with timely job performance and is consistent with law and appropriate protocols.
2. The E-mail system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
3. Employees should not attempt to gain access to another employee's personal file of E-mail or voicemail messages without the latter's express permission.
4. BCSE staff will not enter an employee's personal E-mail files or voicemail unless there is a business need to do so. BCSE retains a copy of all passwords; passwords unknown to BCSE may not be used. System security features, including passwords and delete functions, do not neutralize BCSE's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.

### **PERSONAL BUSINESS**

BCSE's facilities for handling mail and telephone calls are designed to accommodate BCSE business. Please have your personal mail directed to your home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside your immediate dialing area. Do not use BCSE material, time or equipment for personal projects.

### **CONFLICT OF INTEREST**

All employees must avoid situations involving actual or potential conflict of interest. An employee involved in any relationships or, situations which may constitute a conflict of interest, should immediately and fully disclose the relevant circumstances to his or her immediate supervisor, or The Board of Trustees, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

### **PERSONAL APPEARANCE**

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Because each employee is a representative of BCSE in the eyes of the public, each employee must report to work properly groomed, wearing appropriate clothing and maintaining a professional appearance.

All clothing should be clean and without rips or holes. At a minimum, men should wear casual business attire and women should dress appropriately. On Fridays, BCSE observes a casual dress day. Employees who do participate in a casual dress day are still expected to report to work properly groomed. Acceptable casual

dress excludes ripped or torn clothing, T-shirts with a written message or image, tank or halter-tops, sneakers and construction work boots.

**SMOKING**

All BCSE buildings and facilities are no-smoking facilities. For purposes of this policy, "smoking" means inhaling the burning or vapor of a lighted cigar, cigarette, pipe, electronic smoking device or any other matter or substance which contains tobacco. Chewing tobacco is also specifically prohibited.

# THE WORKPLACE

## **Health and Safety Policy**

The School is committed to providing and maintaining a healthy and safe work environment for all employees.

You are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. You are required to report immediately to your supervisor any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

## **Security Protocols**

BCSE has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas of the building. Report any suspicious persons or activities to security personnel or your supervisor. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your work-station that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your supervisor when keys are missing or if security access codes or passes have been breached.

## **Occupational Safety**

BCSE is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every BCSE supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of BCSE that accident prevention shall be considered of primary importance in all phases of operation and administration. BCSE's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce BCSE safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

## **Accident/Incident Reporting**

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

## **Reporting Fires and Emergencies**

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

# EMPLOYEE WAGES AND HEALTH BENEFITS

## **PAYROLL WITHHOLDINGS**

BCSE is required by law to withhold Federal Income Tax and State Income Tax. Other required withholding may include Teachers' Pension and Annuity Fund (TPAF), Public Employee Retirement Systems (PERS), Social Security and Medicare (FICA) and State Disability Insurance from each employee's pay as follows:

1. **Federal Income Tax Withholding:** The amount varies with the number of exemptions the employee claims and, of course, the gross pay amount.
2. **State Income Tax Withholding:** The same factors that apply to federal withholdings apply to state withholdings.
3. **Teachers' Pensions and Annuity Fund (TPAF):** Applies only to teachers and certificated administrative staff. The amount is based on the gross income level and at the State designated rate.
4. **Public Employee Retirement System (PERS):** Applies only to non-teaching and classified administrative staff. The amount is based on the gross income level and at the State designated rate.
5. **Social Security and Medicare (FICA):** The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by BCSE
6. **State Disability Insurance (SDI):** This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from your paycheck is explained on your check voucher. If you do not understand the deductions, ask the Chief School Administrator or Payroll Representative to explain them to you.

You may change the number of withholding allowances you wish to claim for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Payroll Representative. The office maintains a supply of these forms.

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

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

## **OVERTIME PAY**

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workweek can apply in calculating overtime for non-exempt employees. BCSE will attempt to distribute overtime evenly and accommodate individual schedules. Your supervisor or the Chief School Administrator must previously authorize all overtime work. BCSE provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

*For employees subject to overtime, all hours worked in excess of forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek shall be paid at a rate of one and one-half times the employee's regular rate of pay.*

Certificated employees may have to work hours beyond their normal schedules, as work demands require, including attendance at School-related meetings/events. No overtime compensation will be paid to these exempt employees.

## **PAYDAYS**

Paydays are scheduled on a bi-weekly basis. The pay schedule calendar can be obtained from the Payroll Representative. If you observe any error in your check, please report it immediately to your supervisor.

## **WAGE ATTACHMENTS AND GARNISHMENTS**

Under normal circumstances, BCSE will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require BCSE, by law, to withhold part of your earnings in their favor.

## **MEDICAL BENEFITS**

### *Eligibility*

You are eligible for medical coverage if you are a full-time regular employee working for BCSE or if you are a part time employee who works a minimum of thirty (30) hours per week.

"Full-time" employee means that you are hired to work at least 35 regular hours per week. Temporary and internship employees are not eligible to participate in the plans.

Employees who go from part-time to full-time employment become eligible for full benefits after the 30-day waiting period.

### *When Coverage Starts*

Your coverage will begin after a 30-day waiting period, starting from the date of hire. Your enrollment form must be submitted to the HR representative as soon as possible. This form serves as a request for coverage, and authorizes any payroll deductions necessary to pay for your coverage.

### *Cost of Coverage*

Generally, the cost for coverage under the plan for employees is mandated by New Jersey State statute. Therefore the cost will be in conformance with the applicable rates mandated. Any costs associated will be reviewed periodically and is subject to change based on budgetary considerations and current applicable law. The employee may elect to have coverage for his/her dependent children and/ or spouse.

## **COBRA BENEFITS**

WHEN COVERAGE UNDER ANY OF BCSE'S HEALTH PLANS ENDS, YOU OR YOUR DEPENDENTS MAY CONTINUE COVERAGE IN SOME SITUATIONS.

When your coverage under BCSE's medical and/or dental plans ends, you or your dependents can continue coverage for 18 or 36 months, depending upon the reason benefits ended. To continue coverage, you must pay the full cost of coverage - your contribution and BCSE's previous contribution plus a possible administrative charge.

Medical coverage for you, your spouse, and your eligible dependent children can continue for up to 18 months if coverage ends because:

- Your employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Your hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making you ineligible for the plan. This 18-month period may be extended an additional 11 months if you are disabled at the time of your termination or reduction in hours if you meet certain requirements. This 18-month period also may be extended if other events (such as a divorce or death) occur during the 18-month period. Your spouse and eligible dependents can continue their health coverage for up to 36 months if coverage ends because:
  - You die while covered by the plan;
  - You and your spouse become divorced or legally separated;
  - You become eligible for Medicare coverage, but your spouse has not yet reach age 65; or
  - Your dependent child reaches the age of 26, which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

BCSE will notify you or your dependents if coverage ends due to termination or a reduction in your work hours. If you become eligible for Medicare, divorced or legally separated, die, or when your child no longer meets the eligibility requirements, you or a family member are responsible for notifying BCSE within 30 days of the event. BCSE will then notify you or your dependents of your rights.

Health coverage continuation must be elected within 60 days after receiving notice of the end of coverage, or within 60 days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within 30 days of the due date;
- You (or your spouse or child) become covered under another group health plan, which does not contain any exclusion or limitation with respect to any pre-existing condition, you (or your spouse or child, as applicable) may have;
- BCSE stops providing group health benefits;
- You (or your spouse or child) become entitled to Medicare; or
- You extend coverage for up to 29-months due to disability and there has been a final determination that you are no longer disabled.

# PERSONNEL EVALUATION AND RECORD KEEPING

## EMPLOYEE REVIEWS AND EVALUATIONS

Tenured teaching staff members shall be observed and evaluated at least once each year by properly certified persons. Non-tenured teaching staff members shall be observed and evaluated at least three times each year by properly certified staff.

The evaluation procedures shall provide continuous, constructive, cooperative interaction and communication between the teaching staff member and his/her supervisor/evaluator, thus ensuring a valid basis for performance to be in compliance with law and regulation.

All evaluative procedures shall include review of each teacher's progress toward achievement of the State required goal of 100 clock hours of professional development every five years. Evaluative procedures shall recognize that the purpose of this goal is to assist teaching staff in obtaining and maintaining the knowledge and skills essential to student achievement of the State's Core Curriculum Content Standards. In any instance where an individual teacher fails to make annual progress toward meeting the 100-hour requirement, or where a professional fails to satisfy the requirement fully within the five-year period, the School administration shall take appropriate remedial action, applying sound and accepted principles of progressive supervision as well as by using existing laws and rules to the fullest extent. At the end of the first five-year cycle, the district administration shall annually report all instances of noncompliance and actions taken to address them to the State Department of Education. The Board of Trustees shall cooperate with the County Professional Development Board and the County Superintendent in evaluating its program and progress toward goals.

All non-teaching staff members will receive periodic performance reviews conducted by his or her supervisor, the Vice Principal, the Chief School Administrator or the Chief School Administrator's designee. Performance evaluations will be conducted annually, on or about the anniversary date of your employment with the School. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

## PERSONNEL FILES AND RECORD KEEPING PROTOCOLS

At the time of your employment, a personnel file is established for you. Please keep the HR representative advised of changes that should be reflected in your personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact you should the change affect your other records.

You have the right to inspect certain documents in your personnel file, as provided by law, in the presence of a BCSE representative, at a mutually convenient time. You may add your comments to any disputed item in the file. BCSE will restrict disclosure of your personnel file to authorized individuals within BCSE. A request for information contained in the personnel file must be directed to your supervisor. Only the Chief School Administrator or HR Representative is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, BCSE will cooperate with

requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

# HOLIDAYS, VACATIONS AND LEAVES

## HOLIDAYS

Full-time hourly and salaried non-exempt employees may receive the following annual paid holidays:

- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth Day
- Independence Day

Days during the School's "Spring Break" or "Winter Break" shall be paid time for all salaried employees in active status.

Religious Holidays - Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the employee's supervisor. The employee will be paid if the religious holiday is taken as an earned vacation day, or available sick/personal day.

When a holiday falls on Saturday, the preceding Friday will be celebrated as the holiday; if it falls on Sunday, the following Monday will be celebrated as the holiday. When Christmas falls on a Saturday, the Day before Christmas will be celebrated on Thursday. If Christmas falls on a Sunday or Monday, the day before Christmas will be celebrated on the preceding Friday.

Employees on any leave of absence do not earn holiday pay.

## VACATION

Regular 12-month employees are entitled to vacation terms based upon date of hire, length of service and status with the School and in accordance with the procedures established in the BCSE Policy Handbook and as stated in the employee's current contract of employment. Employees working on part-time basis (less than full-time) shall not earn vacation days. Regular 12-month employees shall not be entitled to more than 20 vacation days per year, which includes regularly scheduled Winter and Spring school breaks. A maximum of 3 vacation days may be carried over per year.

Any vacation time taken during the school year or otherwise should be coordinated and cleared by the employee's supervisor subject to scheduling and seniority.

An employee whose employment terminates will be paid based upon a graduated scale for unused vacation days. The scheme regarding vacation payout is as follows:

- Days 1-25 – 100%
- Days 26-35 – 75%
- Days 36-45 – 50%
- Days 46-74 – 25%

No employee shall be paid for more than 74 days of accrued vacation time. The highest percentage will be applied to the most recent vacation accrual. As such, days 1-25 will begin based upon the per diem salary earned for the most recent school year.

## **UNPAID LEAVE OF ABSENCE**

BCSE recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, BCSE may grant employees leaves of absence.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

If you are currently covered, medical, and dental coverage will remain in force during a medical or worker's compensation leave of absence, provided you pay the appropriate premiums. Whether you are required to pay your own premiums will depend upon the length of your leave of absence. During a family/medical leave, your medical and dental benefits will remain in force provided you pay the appropriate premiums. Benefits are terminated the day any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave.

## **SICK/PERSONAL LEAVE**

Sick leave is a form of insurance that employees are allotted in order to provide a cushion for incapacitation due to illness or injury. It is intended to be used only when actually required to recover from illness or injury. Time off for medical and dental appointments will be treated as sick leave. The School will not tolerate abuse or misuse of your sick leave privilege. The School offers 10-days of paid sick leave and 2-days of personal leave to regular full-time employees. Sick leave carries over from year to year. The School does not pay employees in lieu of unused sick leave. If you are absent longer than three (3) days due to illness, medical evidence of your illness and/or medical certification of your fitness to return to work satisfactory to the School will be required to return to work. Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave.

## **FAMILY CARE AND MEDICAL LEAVE**

This policy explains how BCSE complies with the federal Family and Medical Leave Act ("FMLA") which requires BCSE to permit each eligible employee to take up to 12 work weeks of FMLA leave in any 12-month period for the birth/adoption of a child, the employee's own serious illness or to care for certain family members who have a serious illness. For purposes of this policy, all leave taken under FMLA will be referred to as "FMLA leave."

### *Employee Eligibility Criteria*

To be eligible for FMLA leave, the employee must have been employed by BCSE for the last 12 months and must have worked at least 1,250 hours during the 12-month period immediately preceding commencement of the FMLA leave.

### *Events That May Entitle An Employee To FMLA Leave*

The 12-week FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude 12 months after the birth, adoption, or placement. If both parents are employed by BCSE, they will be entitled to a combined total of 12 weeks of leave for this purpose.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the

essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by BCSE's separate pregnancy disability policy).

3. To care for a spouse, child, or parent with a serious health condition.
4. A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves:  
(1) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or (2) continuing treatment by a health care provider.

#### *Amount of FMLA Leave Which May Be Taken*

1. FMLA leave can be taken in one or more periods, but may not exceed 12 workweeks total for any purpose in any 12-month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve of the employee's normally scheduled workweeks. For a full-time employee who works five seven-hour days per week, "twelve workweeks" means 60 working and/or paid seven-hour days.
2. The "12 month period" in which 12 weeks of FMLA leave may be taken is the 12-month period immediately preceding the commencement of any FMLA Leave.

#### *Pay During FMLA Leave*

1. An employee on FMLA leave because of his or her own serious health condition must use all accrued paid sick leave and may use any or all accrued paid vacation time at the beginning of any otherwise unpaid

#### *FMLA leave period*

1. An employee on FMLA leave for child care or to care for a spouse, parent, or child with a serious health condition may use any or all accrued paid vacation at the beginning of any otherwise unpaid FMLA leave.
2. All other FMLA leaves are unpaid leaves.
3. The receipt of vacation pay, sick leave pay, or State Disability Insurance benefits will not extend the length of the FMLA leave. Vacation pay and sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

#### *Health Benefits*

The provisions of BCSE's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by BCSE during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, BCSE will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

#### *Seniority*

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he or she had when the leave commenced.

#### *Medical Certifications*

1. An employee requesting FMLA leave because of his or her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by BCSE. Failure to provide the required certification in a timely manner (within 15 days of the leave request) may result in denial of the leave request until such certification is provided.
2. If BCSE has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, BCSE may request a second opinion by a health care provider of its choice (paid

for by BCSE). If the second opinion differs from the first one, BCSE will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

3. Recertification is required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertification can result in termination of the leave.

#### *Procedures for Requesting and Scheduling FMLA Leave*

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Chief School Administrator.
2. Employees should provide not less than 30 days' notice or such shorter notice as is practicable, for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt BCSE's operations.
4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two weeks, except that BCSE will grant a request for FMLA leave for this purpose of at least one day but less than two weeks' duration on any two occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. In most cases, BCSE will respond to a FMLA leave request within two days of acquiring knowledge that the leave is being taken for an FMLA-qualifying reason and, in any event, within 10 days of receiving the request. If an FMLA leave request is granted, BCSE will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

#### *Return to Work*

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to BCSE's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
2. When a request for FMLA leave is granted to an employee (other than a "key" employee), BCSE will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA leave taken because of his or her own serious health condition, the employee must obtain a certification from his or her health care provider that he or she is able to resume work.
4. If an employee can return to work with limitations, BCSE will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from BCSE.

### *Limitations on Re-instatement:*

1. BCSE may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous injury to BCSE’s operations. A “key” employee is an exempt salaried employee who is among the highest paid 10% of BCSE’s employees within 75 miles of the employee’s worksite.
2. A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if BCSE determines that substantial and grievous injury to BCSE’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, BCSE will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause BCSE to suffer substantial and grievous injury. If BCSE realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

### *Employment During Leave:*

An employee on FMLA leave may not accept employment with any other employer without BCSE’s written permission. An employee who accepts such employment will be deemed to have resigned from employment at BCSE.

## **PREGNANCY DISABILITY LEAVE**

This policy explains how BCSE complies with New Jersey regulations which requires BCSE to give each female employee an unpaid leave of absence of up to four (4) months, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

### *Employee Eligibility Criteria*

#### *Employee Eligibility Criteria*

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

#### *Events That May Entitle An Employee to Pregnancy Disability Leave*

The four-month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for parental care.

#### *Duration of Pregnancy Disability Leave*

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five seven-hour days per week, four months means 77 working and/or paid seven-hour days of leave entitlement based on an average of 22 working days per month for four months.

Pregnancy disability leave does not count against the leave that may be available as Family Care and Medical Leave.

### *Pay During Pregnancy Disability Leave*

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.
3. Vacation pay and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

### *Health Benefits*

The provisions of BCSE's various employee benefit plans govern continued eligibility during pregnancy disability leave and these provisions may change from time to time. When a request for pregnancy disability leave is granted, BCSE will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

### *Seniority*

An employee on pregnancy disability leave remains an employee of BCSE and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, he or she will return with the same seniority he or she had when the leave commenced.

### *Medical Certifications*

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertification is required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertification can result in termination of the leave.

### *Requesting And Scheduling Pregnancy Disability Leave*

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to her supervisor.
2. Employee should provide not less than thirty (30) days or as short of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt BCSE's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. In most cases, BCSE will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, BCSE will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

### *Return To Work*

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position (at

the time reinstatement is requested). If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless there is no comparable position available, but filling that position with the returning employee would substantially undermine BCSE's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, BCSE will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from a pregnancy disability leave of three days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, BCSE will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from BCSE.

### *Employment During Leave*

An employee on pregnancy disability leave may not accept employment with any other employer without BCSE's written permission. An employee who accepts such employment will be deemed to have resigned from employment with BCSE.

### **WORKERS' COMPENSATION**

BCSE, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to your supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form and return it to your supervisor; and
- Provide BCSE with a certification from your health care provider regarding the need for worker's compensation disability leave as well as your eventual ability to return to work from the leave.

It is BCSE's policy that when there is a job-related injury, the first priority is to insure that the injured employee receives appropriate medical attention. BCSE, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the BCSE operation.

If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (EMS) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.

- All accidents and injuries must be reported to the employee's supervisor and to the individual responsible for reporting to BCSE's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to BCSE approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.

- When there is a job-related injury that results in lost time, the employee must have a medical release from BCSE's approved medical facility before returning to work.
- Any time there is a job-related injury, BCSE's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

### **BEREAVEMENT LEAVE**

All employees are entitled to a leave of up to three (3) work days without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off.

### **JURY DUTY OR WITNESS LEAVE**

For all employees, BCSE will pay for time off, up to ten (10) days, if you are called to serve on a jury. Any payment for jury duty must be documented in writing by the court and submitted to the Charter School.

### **RETURNING FROM LEAVE OF ABSENCE**

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization. When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give his or her supervisor 30 days' notice before returning from leave. Whenever BCSE is notified of an employee's intention to return from a leave, BCSE will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If you need further information regarding Leaves of Absence, be sure to consult the Chief School Administrator.

### **PANDEMIC REOPENING AND RECOVERY**

**Staff will complete Daily Health Screener on Oncourse and be Covid tested 4 times a year.**

#### Procedures for symptomatic staff:

- The school principal or his or her designee shall establish an isolation space;
- Students and staff with symptoms related to COVID-19 shall be safely and respectfully isolated from others. Students should remain in isolation with continued supervision and care until picked up by an authorized adult;
- Staff must provide continuous monitoring of symptoms;
- The [current Communicable Disease Service](#) guidance for illness reporting shall be followed;
- If a staff member becomes aware that an individual who has spent time in a district facility tests positive for COVID-19, the staff members shall notify the principal and the school nurse. The school nurse shall immediately notify local health officials, staff, and families of a confirmed case while maintaining confidentiality;

#### Protocols to address a positive case:

Employees may be asked to leave or not come into school if they test positive for COVID-19 or exhibit one or more of the symptoms of COVID-19, based on CDC guidance, that is not otherwise explained:

- A fever of 100° F or greater;
- Cough;
- Shortness of breath or difficulty breathing;
- Chills; Repeated shaking with chills;
- Muscle pain;
- Headache;
- Sore throat; New loss of taste or smell;
- Fatigue;
- Congestion or runny nose;
- Nausea or vomiting;
- Diarrhea.

# DISCIPLINE AND TERMINATION OF EMPLOYMENT

## RULES OF CONDUCT

The following conduct is prohibited and will not be tolerated by BCSE. This list of prohibited conduct is illustrative only and applies to all employees of BCSE; other types of conduct that threaten security, personal safety, employee welfare and BCSE operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Inefficiency- including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
3. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on BCSE property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
4. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of BCSE property.
5. Fighting or instigating a fight on BCSE premises.
6. Violations of the drug and alcohol policy.
7. Using or possessing firearms, weapons or explosives of any kind on BCSE premises.
8. Gambling on BCSE premises.
9. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
10. The E-mail system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale.
11. Use of profane, abusive or threatening language in conversations with other employees. Intimidating or interfering with other employees.
12. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
13. Excessive absenteeism or tardiness excused or unexcused.
14. Posting any notices on BCSE premises without prior written approval of management, unless posting is on a BCSE bulletin board designated for employee postings.
15. Immoral or indecent conduct.
16. Conviction of a criminal act.
17. Engaging in sabotage or espionage (industrial or otherwise)
18. Violations of the sexual harassment policy.
19. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
20. Sleeping during work hours.
21. Any other conduct detrimental to other employees or BCSE's interests or its efficient operations.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

## **OFF-DUTY CONDUCT**

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. The School shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

## **TERMINATION OF EMPLOYMENT**

Should it become necessary for you to terminate your employment with BCSE, please notify the Chief School Administrator regarding your intention according to the policies noted in your contract.

When you terminate your employment, you will be entitled to all earned but unused vacation pay. If you are participating in the medical and/or dental plan, you will be sent information on your rights under COBRA.

## **INTERNAL COMPLAINT REVIEW**

A grievance is an issue to be discussed which effects the terms and conditions of your employment. The purpose of the grievance procedures is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free-access to the Affirmative Action Officer to express their work-related concerns.

### **FILING OF COMPLAINT**

If complaints cannot be resolved informally, employees may file a written complaint with the Affirmative Action Officer as soon as possible after the events that give rise to the employee's work-related concerns. The written complaint should set forth in detail the basis for the employee's complaint.

### **INVESTIGATION**

An objective and timely investigation of all complaints which cannot be resolved informally will be undertaken. This includes meeting separately with the employee and with others who either are named in the complaint or who may have knowledge of the facts set forth in the complaint.

The School will attempt to treat all internal complaints and their investigation as confidential, recognizing, however, that in the course of investigating and resolving internal complaints some dissemination of information to others may be necessary or appropriate.

Upon completion of the investigation, the Affirmative Action Officer shall report the finding(s) to the employee in writing.

### **NON-RETALIATION**

If an employee has filed a complaint in good faith, the employee will not be disciplined or otherwise penalized for lodging the complaint. If an employee believes that he or she is being retaliated against for lodging a complaint, the employee should immediately notify the Affirmative Action Officer.

# GRIEVANCE AND COMPLAINT PROCEDURES

The Board of Trustees recognizes that the School is responsible for complying with applicable state and federal laws and regulations governing educational programs.

The School shall follow uniform complaint and grievance procedures when addressing complaints alleging unlawful discrimination based on national origin, sex, ethnic group identification, race, ancestry, religion, age, gender, sexual orientation, color, or physical or mental disability in any program or activity that receives or benefits from state financial assistance. Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in adult education, consolidated categorical aid programs, migrant education, vocational education, child care and development programs, child nutrition programs and special education programs.

The Board encourages the early informal resolution of complaints at the site level whenever possible. The Board acknowledges and respects student and employee rights to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the acts. This includes keeping the identity of the complainant confidential except to the extent possible and necessary to carry out the investigation or proceedings, as determined by the Chief School Administrator or designee on a case-by-case basis.

The Board prohibits retaliation in any form for the filing of a complaint, the reporting of instances of discrimination, or for participation in complaint procedures. Such participation shall not in any way affect the status, grades, or work assignments of the complainant.

The Chief School Administrator or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs of which they are responsible. Such employees may have access to legal counsel as determined by the Chief School Administrator or designee.

The Board recognizes that a neutral mediator can often suggest an early compromise that is agreeable to all parties in a dispute. Whenever all parties to a complaint agree to try resolving their problem through mediation, the Chief School Administrator or designee shall initiate a mediation process before beginning a formal compliance investigation. The Chief School Administrator or designee shall ensure that mediation results are consistent with state and federal laws and regulations. Additionally, should formal mediation become necessary and the Board has to expend resources regarding same (i.e. hiring an outside mediator), should the mediator take the position that the complaint grievance was frivolous, that employee shall reimburse the school at the rate of half of the amount paid.

## **COMPLIANCE OFFICER**

The Governing Board designates the following compliance officer to receive and investigation complaints and ensure School compliance with law:

Affirmative Action Officer  
Burch Charter School of Excellence  
100 Linden Avenue  
Irvington, NJ 07111

## **NOTIFICATIONS**

The Chief School Administrator or designee shall meet the notification requirement of the Code of Regulation, Title 5 Section 4622, including the annual dissemination of School complaint procedures and information about available appeals, civil law remedies, and conditions under which a complaint may be taken directly to the New Jersey Department of Education. The Chief School Administrator or designee shall

ensure that complainants understand that they may pursue other remedies, including actions before civil courts or other public agencies.

## **PROCEDURES**

The following procedures shall be used to address all complaints and grievances that allege that the School has violated federal or state law, regulations governing educational programs, or has violated a term or condition of employment as set forth in your employment contract. The Affirmative Action Officer shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with the Code of Regulations, Title 5, Section 4632. All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

### ***Step 1: Filing of Complaint***

The complaint shall be presented to the Affirmative Action Officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other handicaps, School staff shall help him/her to file the complaint. Complaints alleging unlawful discrimination or unlawful practices may be filed by a person who alleges that he/she personally suffered same by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination or unlawful practice. The complaint must be initiated no later than six months from the date when the alleged discrimination or unlawful practice occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination (Title 5, Section 4630).

### ***Step 2: Review of Complaint/Discussion with Compliance Officer/Informal Mediation***

Within three business days of receiving the complaint, the Affirmative Action Officer shall informally discuss with the complainant the possibility of using mediation. If all parties agree to mediation, the compliance officer shall make all arrangements for this process. Before initiating the mediation of a discrimination complaint, the compliance office shall ensure that all parties agree to make the mediator the party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint. The use of mediation shall not extend the School's time lines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

### ***Step 3: Investigation of Complaint***

The compliance officer shall hold an investigative meeting within five days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally. The complainant and/or his/her representative and the School's representative shall also have an opportunity to present information relevant to the complaint.

### ***Step 4: Information Transfer/Consult with Formal Mediator***

Also, within five (5) days of the informal mediation, the Compliance Officer shall contact the Independent Formal Mediator to conduct formal mediation between the parties. All information previously gathered by the Compliance Officer will be transferred to the Formal Mediator. The Compliance Officer shall assist the Formal Mediator in facilitating the process and notifying the parties. At mediation, all parties may present information relative to the complaint. The Formal Mediator shall file a report and issue recommendations consistent with his/her findings. That report shall be provided to the Compliance Officer. The Compliance Officer shall provide a copy of the report to the Principal and the Personnel Liaison to the Board of Trustees.

### *Step 5: Response*

The Governing Board shall be provided with a copy of the report filed by the Formal Mediator. In closed session, the Board may accept, reject or modify the decision of the Formal Mediator. Should the Board accept the decision of the Formal Mediator, the grievance process shall be concluded. The Board may also reject or modify the decision and/or elect to review the matter further. The Compliance Officer shall prepare and send to the complainant a written report of the Governing Board's final decision. This report shall include:

1. The findings and disposition of the compliant, including corrective actions if any.
2. The rationale for the above disposition.
3. Notice of the complainant's right to appeal the decision within 15 days to the New Jersey Department of Education, and procedures to be followed for initiating such an appeal.
4. For discrimination complaints, notice that the complainant must wait until 60 days have elapsed from the filing of the appeal with the New Jersey Department of Education before pursuing civil law remedies.
5. A detailed statement of all specific issues that were brought up during the investigation and the extent to which these issues were resolved.

### *Step 6: Appeal*

If the complainant is dissatisfied with the Governing Board's decision, he/she may within five (5) business days, file his/her complaint of appeal with the Governing Board. The Compliance Officer shall furnish the complainant with a copy of the Board's decision regarding the appeal.

### *Step 7: Implementation of the Governing Board's Final Decision*

The Chief School Administrator shall ensure that all directives and the Board's final decision are implemented immediately. The Principal shall inform the Compliance Officer of such implementation within five (5) business days of the final decision.



# *Burch Charter School of Excellence*

100 Linden Avenue · Irvington, NJ 07111 · (973) 373-3223

## ***GRIEVANCE FORM***

### **CONFIDENTIAL**

To: Compliance Officer

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

From: \_\_\_\_\_ (please print your name)

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

Immediate Supervisor: \_\_\_\_\_

#### STEP 1: Filing of the Complaint

Statement of Grievance: (What is the action or situation about which you have a problem or complaint? Be specific; give names, dates, locations and all other pertinent information. Please

use additional pages if necessary.)

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

Proposed Remedy: \_\_\_\_\_

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

Signature of Complainant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Compliance Officer: \_\_\_\_\_ Date Received: \_\_\_\_\_

**STEP 2: Review of Complaint/Discussion with Compliance Officer/Informal Mediation**

Within three (3) business days of receiving the complaint, the Compliance Officer shall discuss with the complainant the mediation process. The Compliance Officer shall make all arrangements for this process and conduct the informal mediation. (If either the complainant or the person who is the subject of the grievance is an immediate supervisor of either the Compliance Officer or the complainant, skip to Step 3.) All notes shall be written below by the Compliance Officer and any additional statements derived shall be attached hereto. If the informal mediation process is successful, both parties must sign the Mediation Agreement below, outlining the discussion and remedies to be employed. The grievance process shall be concluded. All appropriate paperwork shall be maintained. If the informal mediation is unsuccessful, proceed to Step 3.

Mediation Successful: \_\_\_\_\_ (If so, the agreement is to be completed)

Mediation Unsuccessful: \_\_\_\_\_ (If unsuccessful, skip to Step 3)

Mediation Agreement

Discussion:

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Remedies to be employed:

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Signature of Party 1: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Party 2: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Compliance Officer: \_\_\_\_\_ Date: \_\_\_\_\_

**STEP 3: Investigation**

Within five (5) business days following the informal mediation, the Compliance Officer shall gather all statements and pertinent facts from all parties involved. Please list any information gathered and attach hereto.

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**STEP 4: Information Transfer/Consult with Formal Mediator**

Also, within five (5) days of the informal mediation, the Compliance Officer shall contact the Independent Formal Mediator to conduct formal mediation between the parties. All information previously gathered by the Compliance Officer will be transferred to the Formal Mediator. The Compliance Officer shall assist the Formal Mediator in facilitating the process and notifying the parties. At mediation, all parties may present information relative to the complaint. The Formal Mediator shall file a report and issue recommendations consistent with his/her findings. That report shall be provided to the Compliance Officer. The Compliance Officer shall provide a copy of the report to the Principal and the Personnel Liaison to the Board of Trustees. Should Formal Mediation become necessary, the Informal Mediator shall make a decision regarding payment of fees by the party who is unsuccessful. The basis of the decision shall be whether the complaint filed was frivolous and/or meritorious. In no case shall the employee be required to pay more than 50% of the fees accrued.

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Date of Scheduled Mediation: \_\_\_\_\_

Report Provided to: \_\_\_\_\_ Date: \_\_\_\_\_

Report Provided to: \_\_\_\_\_ Date: \_\_\_\_\_

Report Provided to: \_\_\_\_\_ Date: \_\_\_\_\_

**STEP 5: Response**

The Governing Board shall be provided with a copy of the report filed by the Formal Mediator. In closed session, the Board may accept, reject or modify the decision of the Formal Mediator. Should the Board accept the decision of the Formal Mediator, the grievance process shall be concluded. The Board may also reject or modify the decision and/or elect to review the matter further. The Compliance Officer shall prepare and send to the complainant a written report of the Governing Board's final decision.

\_\_\_\_\_ the Governing Board Accepts the Decision of the Formal Mediator

\_\_\_\_\_ the Governing Board Rejects the Decision of the Formal Mediator

\_\_\_\_\_ the Governing Board Modifies the Decision of the Formal Mediator as follows:

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

Representative of the Board of Trustees: \_\_\_\_\_ Date: \_\_\_\_\_

Compliance Officer: \_\_\_\_\_ Date: \_\_\_\_\_

**STEP 6: Appeal**

If the complainant is dissatisfied with the Governing Board's decision, he/she may within five (5) business days, file his/her complaint of appeal with the Governing Board. The Compliance Officer shall furnish the complainant with a copy of the Board's decision regarding the appeal.

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

Step 7: Implementation of the Governing Board's Final Decision

The Principal shall ensure that all directives and the Board's final decision are implemented immediately. The Principal shall inform the Compliance Officer of such implementation within five (5) business days of the final decision.

Directive Implemented: \_\_\_\_\_

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

Directive Implemented: \_\_\_\_\_

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

Directive Implemented: \_\_\_\_\_

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

Signature of Principal: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Compliance Officer: \_\_\_\_\_ Date: \_\_\_\_\_

## **SEXUAL HARASSMENT COMPLAINT FORM**

It is the policy of BCSE that all of its employees be free from sexual harassment. This form is provided for you to report what you believe to be sexual harassment, so that BCSE may investigate and take appropriate disciplinary or other action when the facts show that there has been sexual harassment.

If you are an employee of BCSE, you may file this form with the Chief School Administrator. Please review BCSE's policies concerning sexual harassment for a definition of sexual harassment and a description of the types of conduct that are considered to be sexual harassment.

BCSE will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, BCSE will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, BCSE will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged harasser.

In signing this form below, you authorize BCSE to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that BCSE will be able to address your complaint to your satisfaction.

Charges of sexual harassment are taken very seriously by BCSE both because of the harm caused to the person harassed, and because of the potential sanctions that may be taken against the harasser. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Received by: \_\_\_\_\_

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



**Burch Charter School of Excellence  
100 Linden Avenue  
Irvington, NJ 07111  
Absence Request Form (Instructional Staff - 10 Month)  
SY 2021-2022**

Name: \_\_\_\_\_ Today's Date: \_\_\_\_\_

The Absence Request form is to be completed for any event that required an absence for you not to report to school during regular work hours. Complete the section below if you have been absent from your regular duties for any reason. Print a copy for CSA approval. Once approved by CSA, a copy will be provided for your records.

**Absence Request**

Number of Days Taken: \_\_\_\_\_ Dates: \_\_\_\_\_

- Workshop
- Bereavement
- Leave Without Pay (No Sick/Personal Days Remaining)
- Sick Day
- Court Attendance (Advance Notice Required)
- Personal Day (1 Week Advance Notice)
- Other

Explanation: \_\_\_\_\_

Staff Member Name/Print: \_\_\_\_\_

Staff Member Name /Signature: \_\_\_\_\_

Administrator Name for Approval: \_\_\_\_\_ Date: \_\_\_\_\_



**Burch Charter School of Excellence  
100 Linden Avenue  
Irvington, NJ 07111  
Participation in Professional Development Activity  
SY 2021-2022**

**Name:** \_\_\_\_\_ **Today's Date:** \_\_\_\_\_

**Title of Professional Development Event/Activity/Workshop** \_\_\_\_\_

**Cost of Workshop per individual \$** \_\_\_\_\_  
**Total Cost \$** \_\_\_\_\_

**How many staff members will be participating in this activity?** \_\_\_\_\_

**How is the professional development related to the school's goal(s) for the year as articulated in the school improvement plans?** \_\_\_\_\_

**What are your expectations/goals for this activity?** \_\_\_\_\_

**How will you evaluate the effectiveness of the activity in relation to the total cost of this activity?**

**How will you share your new learning from this professional development with the whole staff taking into account the cost of this activity?** \_\_\_\_\_

**Staff Member Name / Signature** \_\_\_\_\_

**Administrator Name for Approval** \_\_\_\_\_

**\*Please attach a copy of the Professional Development flyer and paperwork to this request. \***

## ACKNOWLEDGMENT OF RECEIPT OF PERSONNEL HANDBOOK

PLEASE READ THE EMPLOYEE HANDBOOK AND SUBMIT A SIGNED COPY OF THIS STATEMENT TO THE HR REPRESENTATIVE.

EMPLOYEE NAME: \_\_\_\_\_

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directives and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of BCSE policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with BCSE. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by BCSE.

I understand that other than the Board of Trustees of Burch Charter School of Excellence no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will.

Employee's Signature: \_\_\_\_\_

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