

# **Guadalupe Educational System, Inc.**

## **Employee Handbook**

**Effective January 1, 2019**

## ***Guadalupe Educational System Inc. Employee Handbook***

### WELCOME TO GUADALUPE EDUCATIONAL SYSTEM

Thank you for your commitment to the Guadalupe Education Team and our continuous endeavor to further the educational growth of our students. It's important for all employees to be aware of the G.E.S. policies and regulations designed to create a safe, supportive, and professional work and educational environment.

This Employee Handbook has been developed to help you become acquainted with Guadalupe Educational System and answer many of your questions. Although not all inclusive for all scenarios, this booklet should be used as a reference and resource when issues and/or questions arise with regard to your employment with Guadalupe Educational System Inc.

Guadalupe Educational System is a provider of top rate educational opportunities to the community we serve. Regardless of the department, school or position into which you were hired, supporting the students and their educational opportunities will be your most important work at Guadalupe Educational System.

We strive to recruit and train only those persons who have high standards of personal integrity and who enjoy helping others less fortunate than themselves. Our expectation is that you strive to do your personal best, if you do, we will help you grow in pay and position. Around you are examples of people who have done, and are doing, just that.

Once again, thank you for choosing Guadalupe Educational System to be your employer.

Sincerely,

J. Betó Lopez

Interim GCCS School Board President

## ***Guadalupe Educational System Inc. Employee Handbook***

### **A WORD ABOUT OUR HANDBOOK**

This Employee Handbook contains information about the employment policies and practices of Guadalupe Educational System. We expect each employee to read this Employee Handbook carefully, as it is a valuable reference guide for understanding your job and the Guadalupe Educational System. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which will require changes from time to time. Guadalupe Educational System retains the right to make decisions involving employment which deviate from the guidelines set forth in this Employee Handbook as needed in order to conduct its business in a manner that is beneficial to its employees, students and the community it serves. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks, manuals or other compilations of employment procedures or practices whether verbal or written.

The provisions of this Employee Handbook are not intended to create a contractual obligation with respect to any matter it covers. Nor is the Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period.

Certified Staff, Administrators and Support Services Professionals have written contracts for employment. To the extent the terms of the written contract are inconsistent with the provisions of this Employee Handbook the contract terms control.

Please note that a full copy of GES Board of Education Policies and/or directions to access these policies is now available on the G.E.S. School District website - [www.guadalupecenters.org](http://www.guadalupecenters.org). Hard copies of board policy will be available in the main office at each school campus. As a matter of systemic review and revision, at the time this handbook is being published, The G.E.S. Board of Education is reviewing many current policies. Any and all revisions approved by the G.E.S. Board of Education will be placed in the electronic and hard copy versions as soon as possible.

### **GUADALUPE EDUCATIONAL SYSTEM MISSION STATEMENT**

To create and empower our school community by providing rigorous and engaging academic and cultural experiences.

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## WORKPLACE ENVIRONMENT

### **ROLES and COMMUNICATION**

#### **This We Believe**

We believe that teachers, administrators, and the Board have a common goal – that of providing the best possible school for children. Therefore, it is imperative that teachers, administrators, and the Board establish a means of communication that will aid in the mutual development of policies and practices that will further this common goal. A cooperatively developed and written school policy is fundamental to good relationships. Written policies shall be revised regularly, shall be made available to the school staff, and shall continue to be used by the Board as the basis for its action.

#### **Superintendent, Chief Administrator**

The role of the Superintendent is of utmost importance because he/she must function both as the chief administrator for the board and as head of the professional staff. With this dual role, goes the responsibility of leadership. The Superintendent's leadership should result in mutual respect between the Board and the professional staff. It should also entail fostering collaboration and team building.

#### **Principals Guiding Us**

Each member of the education staff offers unique contributions. The school Principal under the direction of his/her Superintendent and the Board will take a leadership role in the daily operation of the school. Their role is to provide leadership through demonstrating care and commitment to academic excellence and a safe teaching and learning environment, holding everyone under their authority accountable for their behavior and actions, and communicating regularly and meaningfully with all members of their school community.

In addition, Principals are responsible for the organization and management of individual schools, including working with the Superintendent on the budget assigned to the school by the board. The Principal is viewed as the head teacher in the school. Achieving academic excellence requires that the school Principal work collaboratively to direct and nurture all members of the school staff hired by the Superintendent and to communicate effectively with parents.

Inherent in this position are the responsibilities for scheduling, curriculum development, extracurricular activities, personnel management, emergency procedures, and facility operations.

#### **Certified Staff – Teachers and Instructional Coaches**

Professionally prepared teachers are uniquely qualified to make important contributions to the formulation of recommendations for school policies which are related to the work of teachers. Teachers should acquire the knowledge and understanding which will enable them to make responsible proposals to the Board through the Principals, Superintendent and ultimately the Board.



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Teachers have the responsibility to be well informed on matters of common concern and must seek high levels of professional excellence both in teacher performance and ethics. Instructional staff has a responsibility to grade students' progress in coursework, subject to review by the principal and Superintendent. In addition to classroom responsibilities, teachers may take on the following leadership position:

Professional Learning Community (PLC) Lead: Team leaders are expected to enhance the capacity of their team to work interdependently to achieve common goals for which team members hold themselves mutually accountable. In fulfilling the role of leading their team, team leaders are responsible for such functions as leading the team in preparing and utilizing team norms, planning agendas, chairing meetings, serving as a direct communication link between the administration and the faculty, leading the work of teams in analyzing and improving student learning data, seeking out and utilizing best instructional practices, leading the collaborative development and attainment of learning improvement goals, and identifying and communicating professional development needs.

Educators who serve as team leaders must have a demonstrated record of effectiveness in their own teaching, and they must have earned the recognition and respect of their peers. In order to enhance the leadership capacity and effectiveness of others, team leaders must model a desire and willingness to continually learn, constantly seeking ways to first improve themselves so that they can more effectively lead their team. In short, they are individuals who can lead building-level collaborative teams of teachers in order to more effectively impact student learning by ensuring that all students learn at high levels, establishing a culture of collaboration (teamwork), and focusing on results (data driven decisions).

All Certified Staff shall be properly certificated by the Department of Elementary and Secondary Education ("DESE") in the appropriate field of study and grade. All Certified Staff will be required to have on file with the District a copy of his or her then current certificate issued by DESE. Should a Certified Staff member's certificate become under investigation by DESE, the building administrator and the Superintendent must immediately be informed. If a Certified Staff member is revoked or suspended by DESE they shall immediately be removed from the classroom and may be disciplined up to termination.

### **Student Service Professionals – Counselors/Social Workers/School Psychologists/Speech Pathologist**

Professionally prepared, these employees are uniquely qualified to make important contributions to the formulation of the recommendations for school policies and practices which are related to their designated job responsibilities.

These individuals are to show concern for each student maximum growth and development while helping them to understand the school environment and expectations as well as consequences of actions for self and others. They are to assist students with academic, emotional, social or behavioral problems. Their role is also to consult with guardians, teachers, support staff, administration and any local agencies which might be of assistance to

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the students providing accurate, comprehensive and relevant information in an objective and caring manner. When a student deals with a family crisis (e.g., separation, divorce, death, neglect and abuse, unemployment and alcoholism) a student service professional will assist that student.

If a parent conference for students or a parent workshop is requested, the counselor and/or social worker will conduct them. A counselor and/or social worker, as designated by their immediate supervisor, will also assist in appropriate student referrals, serve as a PLC team member, assist in the development of an individualized education plan for students with exceptional educational needs and participate in home visits upon request. An important role of a counselor, in cooperation of the school based social worker and/or building-level administrator, is to make appropriate referrals to community agencies when necessary and protect the confidentiality of student records and release personal data in accordance with state laws and G.E.S. Board of Directors policies.

All student service professionals shall be certified as such by DESE or other professionally designated certification entities. Student Service professionals will be required to have on file with the District a copy of his or her current certificate issued by DESE. Should the student service professional certificate become under investigation by DESE, the professional must immediately inform both the building Administrator and the Superintendent. If a student service professional's certificate is revoked or suspended by DESE he or she shall immediately be removed from the school building and may be disciplined up to termination.

### **Board of Directors**

Whenever the word Board is used herein, it shall mean Board of Directors. The responsibility for the adoption of school policies belongs to the Board whose members are appointed by the Guadalupe Centers, Inc. Board. However, the Board does recognize that matters of non-governance can be cooperatively discussed and acted upon following appropriate discussions with the Superintendent, Principals, Teachers, and other appropriately designated G.E.S. Staff.

### **EQUAL OPPORTUNITY POLICY**

The Board is an equal opportunity employer. The Board is committed to providing equal opportunity for all individuals based upon any legally recognized basis in all areas of recruitment, selection, placement, training, assignment, transfer, compensation, benefits, discipline, retention, and promotion. The Board commits itself to the policy that there shall be no unlawful discrimination or harassment against any person because of veteran status, uniform service member status, race, color, religion, age, sex, national origin, physical or mental disability, genetic information or any basis protected under federal, state or local law. All decisions with regard to employment shall be in compliance with applicable state and federal laws.

The Board is required by the Immigration Reform and Control Act of 1986 (IRCA), as authorized to work in this country for a limited period of time, the individual is required to

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submit proof of renewed employment eligibility prior to the expiration of that provided to remain employed.

The Board expects all work relations to be business-like and professional, free of bias, prejudice and/or discrimination. This policy applies to all conditions of employment including but not limited to, hiring, placement, promotion, discipline, termination, transfer, leave of absence, compensation, benefits and training. Guadalupe Educational Systems will not tolerate any discrimination in the workplace and expects any employee who believes he or she has been subjected to any practice that appears to be inconsistent with this policy should contact the Building Principal.

The Board encourages reporting of incidents of discrimination, regardless of the alleged offender's identity or position, so that rapid and constructive action can be taken. Employees are required to utilize this reporting procedure for any such problems. Further, there will be no retaliation or adverse action against an employee for raising an issue or complaint pursuant to this policy and/or for participating or assisting in the related investigation of a complaint or issue.

The report will be investigated to determine what, if any, responsive action is necessary and appropriate. If you have a question about any type of discrimination at work, talk with your immediate supervisor or the Building Administrator. You will not be punished for asking questions about this policy. Also, if it is discovered and determined that anyone is illegally discriminating against others within or in affiliation with G.E.S., that person will be subject to disciplinary action, up to and including termination of employment.

### **BACKGROUND CHECKS**

The Board, upon recommendation of the Superintendent, votes on the employment of all certificated staff, administrators, and support service personnel. Additionally, non-certificated staff are employed at the pleasure of the Superintendent. In approving applicants, the Board will be guided by the desire to obtain individuals committed to providing the highest quality education for the students.

No person will be employed by the Board until the District obtains a clear criminal record check and a clear check of the Child Abuse/Neglect Registry maintained by the Missouri Department of Social Services. Similarly, all persons employed by outside vendors/contractors who will have contact with students will be required to submit to the same screening. The background checks for vendors/contractors shall be conducted by an agency acceptable to the District and be paid for by the vendor/contractor. For purpose of a criminal background check, an applicant will be considered to have a clear background check and be eligible for consideration for employment provided (s)he has not pled guilty or been convicted of a felony or any drug crime, regardless of the severity, or any crime of dishonesty, including but not limited to theft or fraud. All finalists for an employment position will be required to sign a release of liability authorizing prior employers, including school districts, to furnish any information about the applicant and the applicant's work performance, including but not limited to discipline records and performance evaluations.

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The District may also conduct random background checks after employment.

Failure to check references and prior employment for new hires prior to their start date may result in disciplinary action for the employee that fails to perform the checks up to and including termination.

As part of the criminal records check all potential employees shall submit two sets of fingerprints to be used by the Missouri Highway Patrol and the Federal Bureau of Investigation. The fingerprints shall be collected pursuant to standards determined by the Missouri Highway Patrol.

All vacancies should be posted for a minimum of ten (10) school days before the Superintendent may recommend a qualified applicant to the Board for employment. In an emergency situation, the Superintendent may temporarily employ an applicant prior to the expiration of the posting. The temporary applicant may be considered along with other applicants for the position after the ten days. All positions will be filled by choosing the most qualified candidate that meets the District needs both in filling open positions and from a budgetary standpoint. All hiring decisions will be consistent with all other policies of the Board.

To ensure the safety of our students, in addition to our extensive pre-hire process, random background checks can and will be conducted throughout the employment period.

### **ACCOMMODATIONS UNDER THE ADA**

The Board of Education is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify Human Resources of the need for accommodation. Upon doing so, Human Resources may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, The Americans with Disabilities Act permits an employer to require a medical certification of the workplace modifications and/or restrictions that pertain to you, thus we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. The company will not seek genetic information in connection with requests for accommodation. All medical information received by Human Resources in connection with a request for accommodation will be treated as confidential and maintained by Human Resources in a file separate from your personnel file with limited accessibility. The Americans with Disabilities Act (ADA) is a federal law that requires non-discrimination in regard to applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

Disability means a physical or mental impairment that substantially limits one or more

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major life activities of the individual, a record of such an impairment or being regarded as having such an impairment. Major life activities include the following, but are not limited to: caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working. Essential functions of the job refer to those job activities that are determined by the employer to be essential or core to performing the job; these functions cannot be modified.

When an individual with a disability is requesting accommodation, and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, he or she will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

Guadalupe Educational System will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to Guadalupe Educational System. "Qualified" individual means an individual who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.

Contact the Building Administrator with any questions or requests for accommodation. Adverse action will not be taken against any employee because he or she, in good faith, reports or participates in the investigation of a violation of this policy. The Board of Education takes its responsibility to provide a discrimination and retaliation free work environment seriously and will not tolerate violations of this policy. Any violation subjects the violator to disciplinary action, up to and including discharge.

### **GENETIC INFORMATION POLICY**

Guadalupe Educational System does not conduct any genetic testing on any applicant or employee under any circumstance, and does not discriminate against any applicant or employee because of that individual's genetic information (including information from genetic tests, the genetic test of family members, the manifestation of a disease or disorder in a family member, family medical history, or information about any employee's, applicant's or family member's request for or receipt of genetic services). Nor does Guadalupe Educational System request, require, purchase, or deliberately acquire any genetic information.

To the extent the Guadalupe Educational System receives information about an applicant's or employee's family medical history or other genetic information inadvertently (e.g. in the administration of a leave request or accommodation request), that information will not be used except as required for any legitimate purpose (e.g., to consider an employee's leave request relating to a family member's medical condition), and



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will be treated and maintained as a confidential medical record and will not be disclosed except as allowed or required by applicable law.

Testing for drug or alcohol use is not considered “genetic testing,” and may be required by the Guadalupe Educational System in appropriate circumstances. Consistent with the general prohibition against genetic testing of any applicant or employee, any specimen(s) gathered for drug and alcohol testing will not be tested for any genetic information.

The Guadalupe Educational System will not retaliate against any individual because the employee honestly and in good faith makes a complaint of discrimination based on genetic information, and/or participates or cooperates in an investigation of alleged discrimination based on genetic information. Employees who feel they have been retaliated against for making a complaint or participating in an investigation should immediately report the circumstances or incidents to Administrators or the Superintendent.

### **ANTI-DISCRIMINATION AND HARASSMENT POLICY**

The Board prohibits discrimination of one employee by another employee, supervisor or third party for any reason based on your veteran status, uniform service member status, race, color, religion, national origin, age, physical or mental disability, genetic information or any other protected class under federal, state, or local law. Further, the Board prohibits retaliation related to any complaint made by an employee and brought forward to a member of management or to the Human Resources Department.

The purpose of this policy is not to regulate the personal morality of employees. It is to ensure that in the workplace, no employee is discriminated or retaliated against for any reason or in any manner.

All Guadalupe Educational System employees have a right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive, or disruptive. Consistent with this philosophy, all employees of Guadalupe Educational System are expected to treat others with dignity and respect at all times. Harassment based on race, color, religion, sex, citizenship, ancestry, national origin, age, disability, veteran status, genetic information or any other characteristic protected under the law will not be sanctioned or tolerated. This policy applies to employees, family, vendors and other visitors who may have work-related interaction with Guadalupe Educational System employees inside and outside the workplace. No employee of this School is exempt from this policy.

Any employee who believes that (s)he has been discriminated against or retaliated against is required to report the situation immediately to one of the following members of management who have been designated to receive such complaints: the Superintendent, the employee’s building Administrator or the Human Resources manager. If an employee makes a report to any of these members of management and the manager either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employees is required to report the situation to one of the other members of management designated in this policy to receive complaints.

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Adverse action will not be taken against an employee because he or she, in good faith, reports or participates in the investigation of a violation of this policy. The Board takes its responsibility to provide a discrimination and retaliation free work environment seriously and will not tolerate violations of this policy. Any violation subjects the violator to disciplinary action, up to and including discharge.

### **SEXUAL AND OTHER FORMS OF HARASSMENT**

#### **Sexual Harassment**

Any type of sexual harassment is against Board policy. We prohibit sexual harassment of any employee by another employee, supervisor or third party. The purpose of this policy is not to regulate the morality of employees. It is to ensure that in the workplace, no employee is subject to sexual harassment. While it is not easy to define precisely what sexual harassment is, it may include: unwelcome sexual advances, requests for sexual favors, and/or verbal or physical conduct of a sexual nature including, but not limited to, sexually-related drawings, pictures, jokes, teasing, e-mails, text messages, uninvited touching or other sexually-related comments. The conduct prohibited by this policy includes conduct in any form including but not limited to e-mail, voice mail, chat rooms, Internet use or history, text messages, pictures, images, writings, words or gestures.

Sexual harassment of any form or nature will not be tolerated. Unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature constitute sexual harassment when: 1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; 2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or 3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Examples of sexually harassing behavior of a visual, verbal, or physical nature may include, but is not limited to:

(1) Unwelcome or offensive sexual innuendo; (2) Subtle pressure for sexual activity or coercion to date; (3) Sexist remarks or jokes about a person's body or their private life; (4) Degrading remarks, posters, cartoons, drawings, graffiti or other objects in the work place that contribute to an intimidating work environment; or, (5) Unwelcome touching.

#### **Other Forms of Harassment**

Harassment based on other factors such as race, color, religion, national origin, age citizenship, ancestry, national origin, veteran status, genetic information or disability will not be tolerated. This prohibited conduct shall include, but is not limited to:

1. Visual forms of harassment, such as markings, cartoons, graffiti and drawings;
2. Verbal harassment, such as racial remarks or slurs;
3. Remarks and jokes related to a protected class; or,

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4. Actions that set a person apart due to their association with a protected class.

### **Consequences of Engaging in Harassment**

Any individual found to have engaged in any prohibited form of harassment, either directly or indirectly, or to have engaged in behavior that is disrespectful or disruptive or otherwise prohibited by this or other School Policies, regardless of whether that behavior constitutes harassment prohibited by law, may be subject to appropriate disciplinary actions, up to and including separation of services.

### **Reporting Procedure**

Any employee who believe that (s)he is a victim of sexual harassment, or who witnesses harassment, must immediately report such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated as confidentially as possible. The following reporting procedure shall be followed:

1. Any employee who believe that (s)he is a victim of sexual harassment, has witnessed the sexual harassment of another employee or has been retaliated against for complaining of sexual harassment, should report the situation immediately to one of the following members of management who have been designated to receive such complaints: the Superintendent, the employee's building Administrator or the Human Resource Director. If an employee makes a report to any of these members of management and the manager either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other members of management designated in this policy to receive complaints.
2. Human Resources or other supervisory designee will investigate every reported incident without delay. Any employee or supervisor who has been found to have violated this policy may be subject to appropriate disciplinary action, up to and including immediate discharge.
3. Human Resources or other supervisory designee will conduct all investigations in a discreet manner. The Board of Education recognizes that every investigation requires a determination based on all the facts in the matter. We also recognize the serious impact a false accusation can have. We trust that all employees will continue to act responsibly.
4. The reporting employee and any employee participating in any investigation under this policy have the Board of Education's assurance that no reprisals will be taken as a result of a sexual harassment complaint. It is our policy to encourage discussion of the matter, to help protect others from being subjected to similar inappropriate behavior.

This harassment reporting procedure should also be used to report instances of harassment involving agents and supervisory personnel of Guadalupe Educational System fellow employees and non-employees, such as family, visitors, and vendors, and any other person involved in the workplace. Complaints made in good faith will in no way be held against an employee. Guadalupe Educational System prohibits any form of retaliation against any



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employee who cooperates in an investigation. Reports will be kept confidential to the maximum extent possible. Employees are expected to cooperate fully in any investigation.

When the School becomes aware of a potential incident of harassment it will be investigated. The person receiving notification of harassment will immediately notify the Superintendent. The Superintendent shall undertake or direct an effective, thorough, and objective investigation of the harassment allegations.

Complaints against the Superintendent or Board members should be addressed to the Administrative Committee members of the Board who are not the subject of the complaint. The investigation will be completed as soon as practicable and a determination regarding the reported harassment will be made and communicated to the employee who complained and to the accused individual.

If a complaint of prohibited harassment is substantiated, appropriate corrective action, up to and including discharge, will be taken. Appropriate action will also be taken to correct the effects of the harassment and to deter any future harassment.

Sexual harassment of an employee will not be tolerated. Violations of this policy may result in disciplinary action, up to and including discharge. There will be no adverse action taken against employees who report violation of this policy in good faith or participate in the investigation of such violations.

### **EMPLOYMENT OF RELATIVES**

It is the policy of Guadalupe Educational System to hire the best qualified employees available for all positions. Guadalupe Educational System must exercise its judgment and discretion in hiring and placing employees who are members of another employee's immediate family. For purposes of this policy, "immediate family" shall mean father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepdaughter, stepbrother, stepsister, half-brother or half-sister.

Generally, family member will only be allowed to work in positions where there is no direct reporting line. Current employees who become married to other current employees may be permitted to continue employment provided there is not a reporting line issue or alternatively elect who will resign.

### **DRUG-FREE AND ALCOHOL FREE WORKPLACE POLICY**

It is the policy of the Board to create a drug-free workplace in order to be in compliance with the Drug-Free Workplace Act of 1988, as that Act may be amended from time to time. The non-prescription use of controlled substances is inconsistent with the behavior expected of staff members, subjects all students, staff members and visitors to our school to unacceptable safety risks, and undermines the District's ability to operate effectively and efficiently. Accordingly, the following activities are strictly prohibited:

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1. The unlawful manufacture, distribution, dispensation, possession, sale or nonprescription use of either a controlled substance or alcohol on District property (including the parking lot), when on job assignments off school grounds, at school-sponsored functions and activities, and when engaged in any other school- or work-related activity whether on or off school premises;
2. The use of alcohol on Guadalupe Educational System property (including the parking lot), when on job assignments off school grounds, at school-sponsored functions and activities, and when engaged in any other school or work related activity whether on or off school premises, provided, however, the school may host certain off school grounds special events at venues where alcohol may be served.
3. Having illegal drugs, or any other controlled substance (not specifically prescribed by the staff member's medical provider) in your system while on Guadalupe Educational System property, operating a vehicle leased or owned by the Guadalupe Educational System, or performing services for or on behalf of the Guadalupe Educational System; and,
4. Having alcohol in your system during duty hours or at any time in which a staff member is interacting with students. Off-the-job illegal drug use or activities, or post-hiring convictions relating to such illegal drug use or activities is also a violation of this policy. Staff members convicted of controlled substance-related violations (including pleas of nolo contendere, i.e., no contest) must inform the Human Resources Department within five (5) days of such conviction or plea. "Therapeutic drugs" include legally obtained prescription drugs, controlled substances, and over-the-counter drugs used in accordance with the related prescription and/or directions. Any staff member whose use of any therapeutic drug(s) may affect his/her capacity to properly and safely perform job duties or may create a danger to himself/herself or to others in the work place should report the therapeutic drug use to the Human Resources department.

The Guadalupe Educational System reserves the right to require a staff member to take a leave of absence and any staff members who violate any aspect of this policy may be subject to disciplinary action, up to and including termination. At its discretion, the Guadalupe Educational System may require staff members who violate this policy to successfully complete a drug abuse assistance or rehabilitation program as a condition of continued employment.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. The illegal or unauthorized use of prescription drugs or when taken in a manner other than prescribed is prohibited. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees, students, or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., personal

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paid leave, request change of duty, notify supervisor) to avoid unsafe workplace practices.

An employee, who is convicted or pleads guilty or nolo contendere to any drug offense, must notify the organization in writing within five calendar days of the conviction.

Entering Guadalupe Educational System property constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time as fully described later in this handbook.

For purposes of this policy, the following terms are defined:

1. Alcohol – the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols including methyl and isopropyl alcohol.
2. Driver – any person who operates a commercial motor vehicle (CMV) or is required by the School to hold a commercial driver’s license (CDL). Driver includes, but is not limited to, full-time, regularly employed drivers, casual, intermittent or occasional drivers, leased drivers and independent, owner-operated contractors. For purposes of pre-employment/pre-duty testing, driver includes a person applying to the District for a position that involves the driving of a commercial motor vehicle.
3. Employee – an individual subject to drug urine and breath alcohol testing. For purposes of pre-employment testing, employee includes an applicant for employment.
4. Medical Review Officer (MRO) – a licensed physician responsible for receiving laboratory results generated by the District’s drug testing program that has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual’s confirmed positive test result together with his/her medical history and any other relevant medical information.
5. Safety-Sensitive Function – a driver is considered to be performing a safety-sensitive function during any period in which he/she is actually performing, is ready to perform or is immediately available to perform any safety-sensitive function. Safety-sensitive functions include the following on-duty functions: all time at a facility waiting to be dispatched; all time inspecting or servicing a commercial motor vehicle; all time spent at the driving controls of a commercial motor vehicle; all time, other than driving time, spent on or in a commercial motor vehicle (except sleeping time); all time loading or unloading a commercial motor vehicle, assisting in loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; all time spent performing the driver requirements associated with an accident; and all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
6. Substance Abuse Professional – a person who evaluates employees who have violated a Department of Transportation (DOT) drug and alcohol regulation and makes

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recommendations concerning education, treatment, follow-up testing and aftercare.

### **Covered Employees**

All Guadalupe Educational System employees are subject to the prohibitions and mandatory testing requirements of this regulation.

### **Program Coordinator**

The Board designates the Superintendent or assigned designee to be the Program Coordinator to ensure that the Guadalupe Educational System employee alcohol and drug program is implemented in accordance with federal regulations and School policy and regulations. The Coordinator will also be responsible for collecting and maintaining all records required by federal law. The Coordinator's name, address and telephone number will be provided to all covered employees.

### **Testing Program and Policy Information**

Guadalupe Educational System will distribute to all covered employees, educational materials that explain the requirements of the federal alcohol and drug testing regulations, and the Guadalupe Educational System policies and procedures with respect to meeting those requirements. The materials will include all information required by federal law. Each covered employee must sign a receipt indicating that he/she has received these materials prior to the beginning of alcohol and drug testing.

## **ALCOHOL MISUSE PREVENTION AND TESTING PROGRAM**

### **Prohibitions**

1. No employee or driver shall use or possess, and Guadalupe Educational System shall prohibit an employee or driver from using or possessing, alcohol while on duty or while performing a safety-sensitive function.
2. No employee or driver shall use, and the Guadalupe Educational System shall not permit a driver to use, alcohol for a minimum of four (4) hours before performing a safety-related function.
3. No employee or driver shall perform, and the Guadalupe Educational System shall not permit an employee or driver to perform, safety-sensitive functions, where the employee or driver is found, through testing conducted in conformity with federal rules, to have an alcohol concentration of 0.04 or greater until the employee or driver has been evaluated by a substance abuse professional, completed any rehabilitation required by the substance abuse professional, and undergoes a return-to-duty test in which the employee or driver tests at less than 0.02 for the presence of alcohol.
4. An employee or driver who tests, through testing conducted in conformity with federal rules, at levels of 0.02 to 0.039 for the presence of alcohol shall be prohibited from performing, and shall be removed by Guadalupe Educational System from performing, safety-sensitive functions until the start of the employee or driver's next regularly scheduled duty, but not less than 24 hours after the test was administered, and until he/she tests below 0.02.

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5. An employee or driver who exhibits behavior and/or the appearance characteristic of alcohol misuse will be prohibited from performing, and will be removed from performing, safety-sensitive functions until the employee or driver tests at less than 0.02 for the presence of alcohol.

6. No employee or driver required by federal law, or independent Guadalupe Educational System policy, to take a post-accident alcohol test shall use alcohol for eight hours following the accident or until the driver undergoes a post-accident alcohol test, whichever comes first.

### **Administration of Alcohol Tests**

Alcohol testing will be conducted through the use of a federally approved evidential breath testing device (EBTD), and by a trained breath alcohol technician (BAT), in accordance with federal regulations. Guadalupe Educational System will contract an outside agency or organization to provide alcohol testing in accordance with federal regulations. The contract will provide that the alcohol testing site (1) must afford aural and visual privacy to the person being tested, and (2) must be secured while the testing is taking place.

## **DRUG MISUSE PREVENTION AND TESTING PROGRAM**

### **Prohibitions**

1. Guadalupe Educational System prohibits the unauthorized use of controlled substances. Illicit use of drugs by safety-sensitive employees is prohibited on or off duty.
2. No employee or driver shall report for duty or remain on duty, and Guadalupe Educational System shall prohibit an employee or driver from reporting for duty or remaining on duty, when the driver uses any drug, unless the drug is taken pursuant to the instructions of a physician who has advised the driver that the substance will not adversely affect his/her ability to safely operate a commercial motor vehicle.
3. Guadalupe Educational System may require an employee or driver to notify it or the medical review officer of any therapeutic drug use if the employee or driver tests positive, through testing conducted in conformity with federal law, for any controlled substance.
4. Following a determination, through testing conducted in conformity with federal law that an employee or driver has engaged in prohibited use of drugs, Guadalupe Educational System will remove the employee or driver from performing safety-sensitive functions and will refer the employee or driver to a substance abuse professional. Guadalupe Educational System will not permit the employee or driver to return to the performance of safety-sensitive functions until the employee or driver submits a verified negative test result and completes any rehabilitation required by a substance abuse professional.

### **Administration of Drug Tests**

1. Collection Site – Guadalupe Educational System will contract with an outside agency



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or organization to serve as a collection site for the collection of urine samples for laboratory drug testing. Guadalupe Educational System will ensure that collection site personnel follow federally prescribed rules for the collection of urine samples. Guadalupe Educational System will ensure that the collection site generally ensures aural and visual privacy for the person giving the sample. The collection site person will be required to split the sample into two bottles (the primary specimen and the split specimen). Following completion of a chain of custody form, the collection site person will seal and ship both bottles to a laboratory certified by the Department of Health and Human Services for analysis.

2. Laboratory Analysis - Guadalupe Educational System will separately contract with a certified laboratory to perform the required drug analysis. If the primary specimen tests negative for drugs, the laboratory will dispose of the split specimen. If the laboratory confirms that the primary specimen tests positive, the laboratory will retain the split specimen to ensure that it remains available for testing.

3. Medical Review Officer – Guadalupe Educational System will contract with a testing facility which will designate one of its employees as Medical Review Officer (MRO) who possesses the qualifications required by federal regulations. The MRO will receive and review all laboratory results generated by the Guadalupe Educational System drug testing program and will report the results to the Guadalupe Educational System designee as required by federal regulations. In the event the MRO receives a confirmed positive test result from the laboratory, the MRO will make every reasonable effort to confidentially contact the driver and give him/her the opportunity to provide a legitimate, alternative medical explanation for the positive result. If the MRO is unable to reach the employee or driver directly, the MRO shall, in accordance with federal regulations, contact the Human Resources Department of Guadalupe Educational System who shall direct the employee or driver to contact the MRO immediately. The Human Resources Department of Guadalupe Educational System shall inform the employee of the consequences of failing to contact the MRO within the next seventy-two (72) hours. The designated management official shall employ procedures that ensure, to the maximum extent practicable, that the requirement that the employee contact the MRO is held in confidence. If the MRO determines that there is a legitimate alternative medical explanation for the positive result, the MRO will report the drug test as being negative. If the employee expressly declines the opportunity to discuss the test, the MRO may verify the test as positive. If the employee is contacted by the Human Resources Department of Guadalupe Educational System but does not contact the MRO within seventy-two (72) hours, the MRO may verify the test as positive. If neither the MRO nor the Human Resources Department of Guadalupe Educational System has been able to contact the employee within ten (10) days after making all reasonable efforts, the MRO may verify the test as positive. If the MRO verifies the presence of illegal, controlled substances, the MRO shall inform the covered employee that he or she has seventy-two (72) hours to request that the split specimen retained by the laboratory be sent to another certified laboratory for analysis. If the split specimen fails to confirm the presence of illegal, controlled substances, the employee's test will be reported as negative.

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### **REQUIRED TESTS**

Pursuant to federal law, Guadalupe Educational System will require that all covered employees submit to the following tests:

#### **Pre-Employment Testing**

1. Before any employee or driver can perform a safety-sensitive function, the employee or driver must take a controlled substances test with a verified negative result.
2. This testing is required of applicants and of employees transferring to a covered position. Testing for newly hired employees or drivers shall be conducted prior to the employment offer, but in any event before commencing safety-sensitive functions. If an applicant refuses to submit to pre-employment drug testing, Guadalupe Educational System will remove the applicant from employment consideration.
3. After obtaining an applicant or employee's written consent, Guadalupe Educational System shall request information regarding the drug and alcohol testing record of employees it is intending to use to perform safety sensitive duties, pursuant to federal regulations.

#### **Post-Accident Testing**

1. Pursuant to federal law, all employees or drivers will be required to submit to drug and alcohol testing as soon as practicable after any workplace injury or accident (a) involving the loss of life or (b) after any accident in which the driver receives a citation for a moving violation, if the accident involved either (1) bodily injury to any person who, as a result of the accident, immediately receives medical treatment away from the scene of the accident, or (2) disabling damage to Guadalupe Educational System property or one or more motor vehicles which requires the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle. Pursuant to its independent authority, the District requires all drivers to submit to drug and alcohol testing after any accident in which the driver was performing safety-sensitive functions.
2. All post-accident testing shall be conducted within the federally prescribed time periods. If a test is not conducted within the required time periods, then Guadalupe Educational System will not require the employee or driver to submit to a test and the Human Resources Manager, in accordance with federal regulations, will prepare and maintain on file a report and submit it to the Department of Transportation (DOT) documenting the reason(s) why the test was not promptly given.
3. Prior to performing safety-sensitive functions, all employees and drivers will be instructed on the necessity for post-accident testing and the procedures to be followed for post-accident testing so that the employees or drivers can comply with federal regulations.

**Reasonable Suspicion Testing**

1. Guadalupe Educational System will require covered employees to be tested for drugs and/or alcohol when the driver's supervisor and/or other properly trained Guadalupe Educational System officials determine that there is reasonable suspicion to believe that the driver has violated the provisions of this Policy.
2. All determinations that reasonable suspicion exists will be only by trained individuals and will be made solely on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, and speech or body odors of the covered employee. Possession of alcohol, standing alone, will not lead to reasonable suspicion testing.
3. Covered employees will be required to submit to reasonable suspicion testing only if the required observations are made by a trained supervisor or Guadalupe Educational System official during, just preceding, or just after the period of the workday that the covered employee is performing a safety-sensitive function.
4. Guadalupe Educational System designates the Program Coordinator as the Guadalupe Educational System official who will receive the requisite training to determine whether reasonable suspicion exists to require a drug test and/or an alcohol concentration test.
5. Guadalupe Educational System designee will be responsible for making and signing a written record of the observations leading to reasonable suspicion testing for drugs and/or alcohol. With respect to drug testing, the District designee will ensure that this written record is completed within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.

**Return-to-Duty Testing**

1. When an employee or driver is determined, by testing in conformity with federal regulations, to have an alcohol concentration of 0.04 or greater and/or a verified positive test result for drugs, Guadalupe Educational System will refer that employee or driver to a substance abuse professional. The substance abuse professional will determine what assistance, if any, the employee or driver needs in resolving problems related to drug or alcohol abuse.
2. Before an employee or driver can return to the performance of safety-sensitive functions, the employee or driver must be evaluated by a substance abuse professional to ensure that he/she has completed any necessary rehabilitation. The employee or driver must also submit the results of (1) an alcohol concentration test showing an alcohol concentration of less than 0.02 and (2) a verified negative drug test.

**Follow-Up Testing**

1. When a covered employee who has violated prohibited alcohol and/or drug standards returns to the performance of safety-sensitive functions, he/she will be required to submit to follow-up testing.
2. Follow-up tests are unannounced and at least six (6) tests must be conducted in the first 12 months after the employee returns to duty. Follow-up testing may be extended for



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period not to exceed 60 months following return to duty.

### **Refusal to Submit to Testing**

1. Federal regulations require covered employees to submit to required testing. When a covered employee refuses to submit to testing, or engages in conduct that obstructs the testing process, the test will be considered to be positive and the driver will, in accordance with federal regulations, be prohibited from performing safety-sensitive functions until all preconditions are satisfied.
2. Refusal to submit or to provide a specimen has the same sanctions under the federal regulations as a positive test. Any employee who fails to provide adequate breath or urine for testing must obtain, as soon as possible after the attempted test, an evaluation from a licensed physician who is acceptable to the employer concerning the employee's inability to provide a sufficient specimen. If the physician determines, in his/her reasonable medical judgment, that a medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient quantity, the employer's failure shall not be deemed a refusal to take a test. The physician shall provide the District a written statement of the basis for his/her conclusion. If the licensed physician, in his/her reasonable medical judgment, is unable to make such a determination, the employee's failure to provide an adequate specimen shall be regarded as a refusal to take a test and violation of this Policy.

## **TEST RESULTS, CONFIDENTIALITY AND RECORD RETENTION**

### **Employee Records**

1. All employee testing records are confidential and Guadalupe Educational System will ensure that all testing records are maintained in a secure location with controlled access. Test results and other confidential information may be released by the laboratory, the breath alcohol technician or the MRO only to designated Guadalupe Educational System officials and/or the substance abuse professional. Any other release of confidential information is only pursuant to federal regulations or with the employee's written consent.
2. Covered employees are entitled, upon written request, to obtain copies of any records pertaining to the employee's use of alcohol or controlled substances, including records of and test results.

### **Guadalupe Educational System Record Keeping and Retention**

Guadalupe Educational System will comply with all federal record keeping and retention requirements. In addition, the Program Coordinator will maintain and compile all required statistics and reports and submit those reports to the necessary federal agencies. Guadalupe Educational System will notify the Director of the Department of Revenue within ten (10) days of notice that a District driver has failed a drug, alcohol or chemical test administered pursuant to this regulation.

### **Evaluation, Referral and Rehabilitation**

Employees who violate the alcohol and drug misuse rules will be referred to substance abuse professional for evaluation and will be advised of the available resources for

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evaluation and treatment. Any treatment or rehabilitation will be provided in accordance with the health insurance, medical or other benefit plan, or under applicable labor or collective bargaining agreements. Guadalupe Educational System is not required to provide rehabilitation or pay for treatment. In addition, Guadalupe Educational System is not required to hold the employee's position or to reinstate the employee to a safety-sensitive position.

### **Consequences for Violations**

Pursuant to federal regulations, Guadalupe Educational System will remove from the performance of safety-sensitive functions any covered employee determined to have violated the provisions of this Policy and will refer to a substance abuse professional those employees or drivers who, based on testing conducted in conformity with federal regulations, have an alcohol concentration of 0.04 or greater and/or are determined to have a verified positive test result for drugs.

Based on its independent authority, Guadalupe Educational System reserves the right to impose additional consequences for violation of the provisions of this Regulation, including, but not limited to, placing the covered employee on indefinite unpaid leave or termination.

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play. All employees while on Guadalupe Educational System premises or while conducting any school-related activity away from Guadalupe Educational System premises are to maintain their ability to perform job duties unimpaired due to on- or off-duty use of alcohol or other drugs. Communicating our drug-free workplace policy to both supervisors and employees is critical to our success.

In addition, employees are encouraged to report dangerous behavior to their supervisor. It is the supervisor's responsibility to monitor the environment and clearly state consequences of policy violations.

Each employee, as a condition of employment, will be required to participate in pre-employment, post-accident (OSHA recordable), reasonable suspicion and return-to-duty testing. The substances that will be tested for are: Amphetamines, Cannabinoids (THC), Cocaine, Opiates, Phencyclidine (PCP) and Alcohol. Testing for the presence of alcohol will be conducted by analysis of breath. Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

**COMMUNICABLE DISEASES/COVID 19** – Please see COVID protocol/reentry plan on the district website under “schools” - <https://guadalupecenters.org/wp-content/uploads/2021/06/GES-SRCSP-21-22.pdf> or for the updates on the GES employee dashboard: <https://sites.google.com/guadalupecenters.org/employeedashboard/home> If an employee has, or has been exposed to, an infectious or contagious disease or is reasonably believed to have an infectious or contagious disease the following guidelines apply:

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1. The employee may be required to undergo a medical examination at Guadalupe Educational System's cost by a physician of the School's choosing.
2. Any GCCS employee who contracts COVID-19 but has proof that, prior to contracting COVID-19, they were fully vaccinated, will be permitted to take Personal Leave for the entirety of the CDC recommended isolation period. The Personal Leave shall be with pay and will not be deducted from the Personal Leave account of the employee. Any GCCS employee who contracts COVID-19 but cannot prove that they were fully vaccinated prior to contracting COVID-19 will be allowed to take Personal Leave for the entirety of the CDC recommended isolation period; however, once the leave is exhausted, they will be placed on leave without pay status for the remainder of the absence. No leave under this Policy will be permitted due to work absences to care for an employee's child, spouse, or other family or household member.
3. If the employee is determined to be infectious or contagious, he/she will be required to take such leave as provided by Board policy until it is medically determined that the employee is no longer able to transmit the disease.
4. Where a question exists concerning employee status, an individual assessment of the employee will be completed by a review team comprised of the employee's physician, a school nurse, a physician selected by the School, a county health official, the Superintendent and the employee's supervisor. Other individuals may be included, as is reasonably necessary and as designated by the Superintendent.
5. The review team will consider all available medical evidence and will determine the employee's medical condition, the employee's ability to return to work and whether the employee's infectious status requires any restrictions on the employee's work assignment. Normally the team will be convened within seventy-two (72) hours of notice of the employee's contagious status. The employee status will be reviewed thereafter as appropriate.
6. The written determination of the review team is subject to an appeal to the Board whose determination shall be final.

An employee may be excluded from work if the employee (1) has, or has been exposed to, an acute (short duration) or chronic (long duration) contagious or infectious disease, and (2) is likely to transmit the contagious or infectious disease, unless the Board or its designee has determined, based upon medical evidence, that the employee:

1. No longer has the disease.
2. Is not in the contagious or infectious stage of an acute disease.
3. Has a chronic infectious disease that poses little risk of transmission in the school environment with reasonable precautions.

School officials may require an employee suspected of having a contagious or infectious

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disease to be examined by a physician and may exclude the employee from work, in accordance with the procedures authorized by this policy, so long as there is a substantial risk of transmission of the disease in the school environment.

### **REPORT OF LEGAL ISSUES**

Every employee and volunteer who is arrested for a criminal act, felony, or misdemeanor must notify their supervisor in writing within three (3) work days of the arrest. Similarly, every employee/volunteer must notify their supervisor within the same time period of notice of a child abuse complaint against them. Any alcohol related traffic violations will be treated as a criminal arrest. In addition to the preceding, any employee who as part of their job duties provides transportation to students of the District or who operates any District vehicle must notify their supervisors of any moving traffic violations whether or not on work time.

### **TOBACCO USE**

The Board is committed to the preservation of the health and wellness of all employees, pupils and visitors in its facilities. In keeping with this commitment, use of tobacco products (cigars, cigarettes, chewing tobacco, etc.) is strongly discouraged under any circumstances and is prohibited on our premises or nearby within the view of children and youth. Anyone reporting a violation of this policy will be protected from retaliation of any type.

### **BUSINESS ETHICS AND CONDUCT**

The Board requires all staff members to serve as positive role models for students and their peers. The School exists to provide quality cognitive and affective education for students. In achieving these objectives, staff are required to meet certain performance criteria including, but not limited to:

1. Properly prepare for student instruction;
2. Fully utilize instructional time for learning activities;
3. Maintain students under active supervision at all times;
4. Assess student performance in a regular and accurate manner;
5. Modify instructional goals to meet the needs of each student;
6. Comply with administrative directives;
7. Motivate students and peers to achieve learning objectives;
8. Communicate with students and peers in a professional and respectful manner;
9. Maintain relationships with peers and students in a professional manner only;

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10. Review and comply with Board policies, regulations, and procedures as well as related building rules and practices;
11. Properly operate and maintain district property;
12. Utilize district technology solely for school district business;
13. Maintain required records and submit requested reports in a timely manner;
14. Comply with all safety guidelines and directives;
15. Refrain from the use of profane and obscene language;
16. Dress in a professional manner; and,
17. Attend to all duties in a punctual manner.

We expect Guadalupe Educational System employees to be ethical in their conduct as it affects our reputation and success. Guadalupe Educational System requires employees to carefully follow all laws and regulations, and have the highest standards of conduct and personal integrity.

Our continued success depends on our maintaining the trust and respect of our students and their families. Employees owe a duty to the School, our students, and shareholders to act in ways that will earn the continued trust and confidence of the public.

As an organization, Guadalupe Educational System will comply with all applicable laws and regulations. We expect all directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and not to engage in anything that is illegal, dishonest, or unethical.

If you use good judgment and follow high ethical principles, you will make the right decisions. However, if you are not sure if an action is ethical or proper, you should discuss the matter openly with your supervisor. If necessary, you may also contact the Building Principal for advice and consultation.

It is the responsibility of every Guadalupe Educational System employee to comply with our policy of business ethics and conduct. Employees who ignore or do not comply with this standard of business ethics and conduct may be subject to disciplinary action, up to and including termination of employment.

### **CONFLICTS OF INTEREST**

Employees have an obligation to avoid actual or potential conflicts of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain or for a relative, as a result of our business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the team member is similar to that of persons who are related by blood or marriage. If an employee has any influence on transactions involving purchases,

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contracts, or leases, it is imperative that he or she disclose the existence of any actual or potential conflict of interest to the Superintendent as soon as possible so that safeguards can be established to protect all parties. Personal gain may result not only in cases where a staff member or relative has a significant ownership in a firm with which we business, but also when a staff member or relative receives any gift or special consideration as a result of any transaction or business dealings involving Guadalupe Educational System. The materials, products, designs, plans, ideas, and data of the Guadalupe Educational System are the property of the school and should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even if it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct. Any Employee who participates in such a practice will be subject to disciplinary action, up to and including termination of employment.

### **Disclosure Statement**

An Employee with an actual, potential, or perceived conflict of interest shall inform the Superintendent, who shall report to the Board. Such Employee shall not be involved with considering or evaluating the activity, unless the person has unique information or perspective requested by the Board.

### **NON-DISCLOSURE OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

It is very important to the Board that Guadalupe Educational System confidential & proprietary business records and information are protected from disclosure. Confidential and proprietary information includes, but is not limited to, the following examples:

- Compensation data
- Computer processes
- Computer programs and codes
- Correspondence
- Financial information
- Marketing strategies
- Payroll records
- Pending projects and proposals
- Performance appraisals
- Student rosters and addresses
- Technological data

If you have access to confidential information, we may ask that you sign a non-disclosure agreement as a condition of your employment. If you improperly use or disclose proprietary or confidential business information, you will be subject to disciplinary action, up to and including termination of employment and legal action. This applies even if you receive no benefit from releasing the information.

### **PERSONAL APPEARANCE**

Your personal appearance can influence what families and visitors think about Guadalupe



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Educational System. Personal appearance can also impact the morale of your co-workers. Personal appearance refers to style of dress, neatness and personal grooming and cleanliness standards.

During business hours or whenever you represent Guadalupe Educational System you should be clean, well groomed, and wear appropriate clothes for the activity in which you are engaged. This is particularly important if your job involves dealing with family or visitors in person. Good judgment is crucial to each employee's choice of work clothes. All employees are expected to be neatly groomed and avoid extremes in dress. Employees should look to their supervisors for answers concerning appropriate dress since supervisors have the authority to determine whether the appearance of each member of their department meets School standards. If it is necessary to request that an employee change clothing, they will be expected to make up the time that they are away from work. Below are some examples of acceptable attire:

### **Professional Dress**

Examples of professional dress include:

- Men – suits, sport jackets or blazers with coordinated dress slacks, belts, collared shirts, ties and dress shoes.
- Women – business suits, pantsuits, business dresses, coordinated shirts, blouses, blazers and dress shoes.

### **Business Casual Dress**

Examples of business casual dress include:

- Men – slacks, collared buttoned or sport shirts (including school uniform shirts), turtlenecks, sweaters and loafers.
- Women – collared button shirts, blouses or sweaters with modest necklines, turtlenecks and slacks or skirts of appropriate length.

### **Casual Dress**

- Casual Dress is appropriate on Friday, neat and clean blue jeans can be worn. Examples of casual dress include: jeans, appropriately sized tee-shirts.

### **Unacceptable Attire**

Attire that is viewed as unacceptable for any employee includes the following: jump suits, overalls, sweatpants, workout attire, cutoffs, beach attire, halters or tank tops; garments which are excessively short, tight or sheer; casual sandals and flip flops; hats or caps; clothing with offensive and/or potentially polarizing social/political words, messages or images which do not present an appropriate appearance for an educational setting. See your supervisor if you are not sure about the correct clothing standards for your job.

## **COMPENSATION AND SALARY**

### **EMPLOYMENT STATUS**

All positions will be appropriately evaluated for overtime eligibility in accordance with the Fair Labor Standards Act.

**Exempt:** Employees who are not eligible for overtime pay due to the exemption guidelines outlined in the Fair Labor Standards Act. Exempt employees are paid on a salaried basis.

**Non-Exempt:** Employees eligible for overtime payment for **actual** hours worked in excess of 40 hours per week at 1½ times the base pay rate (or as directed by state law). Overtime is required when scheduled; however, every effort will be made to provide you with as much advance notice as feasible so that you can adjust your personal schedule.

### **EMPLOYEE CLASSIFICATIONS**

Employee classifications assist in communication of benefits and rights. An employee can be a part of more than one classification, for example a Regular Full-Time Instructor.

**Regular Full-Time Employee:** An employee who works a standard workweek of over 30 hours per week. Full-time employees are eligible for the full range of benefits as outlined herein.

**Regular Part-Time Employee:** An employee who is regularly scheduled to work less than 30 hours per week. Part-time employees may be eligible for prorated time off benefits as outlined herein.

**Temporary Employee:** An employee working in a position of limited duration arising out of special projects or other abnormal work demands. Temporary employees are not eligible for benefits. Temporary employees do not transition to regular employee status without an official offer to do so. An example would be a substitute teacher.

**Consultant/ Contractual Affiliations:** An individual not viewed as an employee, but who may work on-site in the completion of specific contracted project work. This relationship may be that of an Independent Contractor or a vendor. These individuals are not eligible for benefits as outlined herein.

**Certified Staff:** Comprised of personnel primarily focused on classroom instruction, such as teachers, paraprofessionals and instructional coaches.

**Non-Instructional Staff:** Comprised of personnel primarily focused on support of the



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mission in non-educational related positions, such as administrative staff, drivers, custodial staff, cafeteria workers and technological personnel.

**Administrators:** Comprised of Principals, Assistant Principal and other certified staff in supervisory positions.

**Student Service Professionals:** Comprised of professional non-instructional personnel focused on pupils and their family, such as social service focused professionals.

### **WORK CALENDAR**

The school year will be set annually by the Board. The start date, end date, and number of days of work will be included in the employment agreement for each employee. The length of the teaching day will also be set by the Board.

### **WORKING HOURS AND DAYS**

Working hours are defined and coincide with the annual approved Guadalupe Educational System calendar. Less than full-time staff hours are arranged as needed. Full-time employees are normally expected to perform their duties and meet their responsibilities during these hours. Part-time instructional staffs are not eligible for paid planning periods. Instructional staff is encouraged to participate voluntarily in all school extra-curricular and public oriented programs.

It is recognized that professional duties and responsibilities extend beyond the regular school hours to include additional planning and evaluating, meeting, professional development, parent conferences, participation in Open Houses and PTA meetings, if needed. It is the expectation of the Board that all Certified Staff, Support Services Professionals and Administrators will conduct themselves in a manner consistent with the expected participation in the above activities. It is further expected that all Certified Staff, Support Service Personnel and Administrators will arrive for work leaving plenty of time to prepare and be waiting the arrival of students at the beginning of the school day.

Certified staff, Support Service Personnel and Administrators are required to be on duty during the teaching day. In addition to the teaching day, Certified Staff, Support Service Personnel and Administrators are required to attend scheduled staff meetings, parent conference days, IEP meetings, and other meetings as may be determined by their building Administrator, the Superintendent and the Board.

Guadalupe Educational System will attempt to provide Certified Staff and Support Service Personnel with at least 20 minutes of uninterrupted time for lunch. Administrators will set the approved lunch periods at the beginning of each school year.

In the event a teacher substitutes for another teacher during their planning period, the teacher shall be compensated at the rate of \$19.50 per hour.

Full-time employees are normally expected to perform their duties and meet their

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responsibilities during these hours. Instructional staff members will be expected to assume reasonable duties over and above their regular teacher's basic assignments.

An alternative workweek may be established by management as required. From time to time, your supervisor may need to change your schedule to meet scheduling or together needs. Notice will be given as far in advance as possible. Employees needing to alter their normal work schedule to accomplish their job tasks may do so upon agreement of the Building Principals.

### **SNOW DAYS/EMERGENCY CLOSINGS/VIRTUAL INSTRUCTION**

In the event schools are closed due to snow or other emergency Certified Staff and Support Services Personnel shall be excused from school attendance. Administrators and Directors who are considered essential personnel will be expected to report for duty unless excused by the Superintendent. All Staff will be required to work on any additional day scheduled to make up a snow day or emergency closing day as part of their contract obligations. If the Superintendent, at his or her discretion, chooses to utilize school closing dates as virtual instruction days, Communication and directives will be sent to all families and staff as soon as this decision would be made.

### **EXTRA DUTY PAY AND STIPEND ELIGIBILITY**

Extra duty assignments which make major demands on a Certified Staff member's time shall be compensated in a form of a stipend. Extra duties shall be defined as those duties and responsibilities in conjunction with but not a part of the staff's regular assignment. These duties are not considered subject to the provisions of the Employment Agreement. Certified staff to be appointed to extra-duty positions will be recommended by the principal to the superintendent and must be approved by the Board prior to the start of the work. Extra duty will be paid in accordance to the signed addendum to the employment agreement.

Most stipends will be paid on an annual or seasonal basis, although certain assignments not related to teaching acts, performed at irregular or infrequent intervals, may be paid at an hourly rate.

### **OVERTIME**

There may be times when Guadalupe Educational System cannot meet its operating requirements or other needs during regular working hours. If this happens, overtime hours may be required. We will endeavor to provide as much advance notice as possible. We try to distribute overtime assignments fairly among all employees who are qualified to perform the required work.

Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour restrictions. It is our policy that no overtime can be worked without the pre-approval of the Superintendent. Nonexempt employees will receive overtime pay in accordance with the federal and state wage and hour laws. Overtime pay is based on the **actual hours worked** and paid at 1 ½ time the regular rate of pay.

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It is required under Federal and State law Guadalupe Educational System maintain accurate records of time worked in order to calculate pay and benefits appropriately. If you have a question regarding the time keeping system, immediately seek assistance from your supervisor.

Non-exempt employees should record all time worked accurately, with **precise** start and end times, and meal period times which is reported to the appropriate person by the end of the workday each Friday. Any other time away from work should also be recorded. Non-exempt employees should arrive not more than fifteen (15) minutes prior to their shift start nor depart the premises more than fifteen (15) minutes after their shift end. Exempt employees will record exceptions only (i.e. Vacation).

Any altering, falsification or tampering with time records may result in disciplinary action up to and including separation of employment. Your supervisor will approve your time record. Only supervisors are authorized to modify the time record for one of their direct report employees, and only to correct time recorded on behalf of the employee with the employee's knowledge and consent to the change as verified by signature of both parties.

It is our policy to comply with the requirements of the FLSA. Therefore, we prohibit any improper deductions from the salaries of employees. We want employees to be aware of this policy and that the School does not allow deductions that violate the FLSA. If you believe that an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor or the Building Principal. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

### **PAY PERIODS**

1. The work week runs from 12:00 a.m. Sunday and continues through 11:59 p.m. Saturday.
2. The school year begins as indicated by the annually approved school calendar by the board.
3. The Fiscal year will be recognized from July 1st through June 30th.
4. Wage payments are made semi-monthly on the 15th and last day of the month.
5. The first paycheck of the school year will begin the last day of August.

If the normal payday is on a non-working day, salary payment should be made on the immediately preceding workday. Payroll information will only be released to the employee. If an employee is not present to receive the check it will be mailed to the address on record.

Certain deductions from pay are required by federal and state law, such as Federal Income Tax, State Income, FICA and KCPSRS Retirement. Additional deductions will be made in accordance with benefit enrollment elections made by individual employees, for such items as health, dental, and other benefits. An employee should monitor their pay stub to assure that all deductions are in accordance with their elections for tax withholding and benefits.

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Care is taken to ensure that paychecks are for the correct amount and paid in a timely manner; however, should an error be discovered this matter should be immediately brought to the attention of the Finance Department so that a correction can be made promptly.

### **SALARY ADMINISTRATION**

The Superintendent may prepare salary schedules for Certified Staff and Support Services Personnel annually. The schedules will be submitted to the Board for approval. A copy of the approved salary schedule shall be maintained in the Human Resource department.

### **BUSINESS TRAVEL EXPENSES**

The following guidelines are established for absence from assigned duties in order to attend workshops and conferences:

Requests must be submitted in accordance with the purchase order process for accounts payable. Employees may be authorized to attend conferences, meeting, conventions and other professional development opportunities upon approval. The Superintendent may authorize attendance at conferences for staff members, Board Members and others working on Guadalupe Educational System matters, and may approve all reasonable expenditures associated with the attendance. Normally, no more than two persons from each school will be allowed to attend conferences.

Eligible expenses include registration fees, airfare, car rental fees and lodging. Each employee must submit an itemized purchase order based upon required procedures detailing the event dates, funding source, purpose and necessary expenses. Additionally, each employee shall submit to the CEO/Superintendent or his designee such event agendas as required.

Expenses covered by a federal award must include written justification that participation is necessary to the federally funded program.

Expense should be charged to a Guadalupe Educational System credit card once arrangements are approved. In the event charges must be paid the day of the event, a check or Guadalupe Educational System credit card will be sent with the person attending the event.

Employee reimbursements are allowed for mileage and meals. Meals and incidental are reimbursed at the per diem rates established by GAS.gov and only for meals not provided by the hotel or at the conference.

Mileage reimbursements are calculated based upon the standard rate established by the IRS at the time of travel. Mileage reimbursements are not authorized between home and the office or school building.

Employees who travel in a personal vehicle directly from home to a location other than the office or a school building on official business are entitled to a mileage allowance of the distance in excess of the distance from home to the office or school building where they are normally assigned.

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The same policy is applicable on return trips. Employees who travel from school to school on official business are authorized mileage reimbursements from the first to last school visited.

When transportation can be pooled, the driver of the vehicle is authorized reimbursement. In performing necessary local travel, personnel will use the most direct well-traveled route between any two points. Claims for mileage reimbursement will be for the actual miles driven based upon odometer readings and supported by a map of the routes taken.

Personal use of a vehicle owned, leased or rented by Guadalupe Educational System is not allowed without advance approval. If you are involved in an accident while on business travel, immediately report the accident to your supervisor.

Employees who do not follow this business travel policy could be subject to disciplinary action, up to and including termination of employment. See your supervisor for help and questions about business travel, expense reports, or any other travel issues.

### **PERSONNEL FILES**

Personnel files on all employees will be maintained in Human Resources Manager's office. It is the intent of the Board to maintain complete and current personnel files, including all information necessary to comply with the Fair Labor Standards Act, for all employees.

Guadalupe Educational System will maintain the following information in personnel files: applications, certification documents, performance evaluations, current transcripts, employment contracts and performance related documents. Medical records, including health insurance records, will be maintained separately. Files containing immigration records will be kept separate from personnel files.

The personnel file(s) of an individual employee will be considered confidential to the extent allowed by law. Access to personnel files will be on a strict need-to-know basis by appropriate School administrators, legal counsel, or state agencies with authority. Upon request to and in the presence of the Human Resources Manager or his or her designee, any employee will have the right during regular working hours to inspect his/her own personnel file, with the exception of the ratings, reports and records obtained prior to the employment of the individual, including confidential placement papers.

### **PERSONNEL DATA CHANGES**

It is important that Guadalupe Educational System maintain current employee information in our records. Please advise as soon as there is a change to your mailing address, telephone numbers, marital status, dependents' information, educational accomplishments, and related information. This information is critical in order to properly administer your benefits and must be updated by the employee through the employee self-service portal within 30 days of a change to assure proper administration of benefits. Also, please keep your emergency contact current. Contact the Building Administrator or Human Resources to change your personal information or if you have questions about what information is required.

## ATTENDANCE AND TIME OFF

### **ATTENDANCE AND PUNCTUALITY**

Regular attendance is essential in providing students with a high quality of instruction. Unplanned absences can disrupt work, inconvenience other employees, and affect our mission. When employees are absent more than 6 days in any semester or more than 12 days per school year, (excluding official leaves of absence), their absence is considered excessive. Administrators will review each incident of excessive absence and may require the employee to provide medical documentation or may consider disciplinary actions up to and including recommendation of termination.

We expect Guadalupe Educational System employees to be regular and predictable in their attendance. It is important to report for work on time and as scheduled. If you cannot come to work or you will be late for any reason, you must notify the Building Principal or other designated individual and/or substitute teacher system at least 24 hours in advance, except in an emergency, in which case the employee must make every reasonable effort to notify their supervisor of the need to be absent or tardy no later than 60 minutes before the scheduled time. All employees who have absences beyond 3 days a semester will also be required to call their immediate supervisor or their supervisor's designee each time they request any additional absence.

### **PAID LEAVE BENEFITS**

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

185 day -200 day Contractual Certified Staff, Support Services Professionals and Administrators shall be entitled to 10 days of PTO per school year. Except in the case of illness, all PTO shall be scheduled at least one week in advance. The Building-Level Administrator or the Superintendent has the sole discretion to deny the request for staffing or other needs. No request shall be granted unless it is determined that the request will not cause an undue hardship on staff or students.

Consistent contact with students and staff is important to the learning environment and the District's operation; therefore, it is an essential duty of a Certified Staff, Administrative Staff and Student Service Professionals position. However, the Board recognizes that there are circumstances that require an employee to miss work, and the purpose of this policy is to identify situations where paid and unpaid leave from work are appropriate.

The District may require an employee to provide verification of illness from a healthcare provider or supply other documentation verifying the absence before the District applies



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paid leave to the absence. In accordance with law, the District requires all employees who are absent for three consecutive days to present a certification of fitness to return to work whenever the employee is absent from work due to the employee's illness or injury.

The following leaves with pay will be provided to fulltime Certified Staff, Administrative Staff, and Student Service Professionals. This policy does not apply to part-time, temporary or substitute staff members unless otherwise noted.

Paid Time Off (PTO) – 215 day – 260 day Contractual Certified Staff, Administrative Staff and Student Services Professionals will receive one PTO day per contracted month proportional to his/her workday. Unused PTO will be cumulative to 60 days (480 hours).

\*PTO cannot be taken in increments of less than half days (4 hours).

PTO must be scheduled at least two weeks in advance and must be approved by the immediate supervisor, except for unexpected illness, injury, incapacity, emergency or when such notice is not practical. However, 30-day notice is required by law if the leave qualifies as Family and Medical Leave and such notice is practical. The use of PTO for any reason, other than leave associated with Family and Medical Leave, may be limited based on substitute availability. Employees must comply with established District procedures for notification of absence and arrangements for substitute coverage.

PTO is limited to a maximum of three consecutive days, one time per year, and any remaining PTO can be taken in a combination of one and/or two days during the school year unless for leave under Family and Medical Leave.

“BLACKOUT DATES” are defined as dates when prearranged PTO cannot be taken. - PTO may not be combined with any other paid or unpaid leave time, used before or after winter or spring break, a holiday or vacation, or during the first week and last 2 weeks of the regular school year, or during District professional development days. Consecutive days of PTO may not be used during the District's established state assessment testing window, unless for leave under Family and Medical Leave. Exceptions due to extenuating circumstances may be granted by the Superintendent.

Certified Staff, Administrative Staff, and Student Service Professionals who voluntarily discontinue service to the District shall be compensated for accumulated chargeable leave according to the following:

- \* Zero to Four Years' Service - no payout upon discontinuation of service.
- \* Five to Nine Years' Service - After five consecutive years of full time service to the District, Certified Staff, Administrative Staff and Student Services Professionals shall be paid for 25% of their accumulated PTO leave at the prevailing substitute teacher or substitute administrator wage;
- \* Ten to Fourteen Years of Service - After ten consecutive years of full time service to the District, Certified Staff; Administrative Staff and Student Services Professionals shall be paid for 50% of their accumulated PTO leave at the prevailing substitute teacher or substitute administrator wage;
- \* Fifteen to Nineteen Years of Service - After 15 consecutive years of full time

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service to the District, Certified Staff, Administrative Staff and Student Services Professionals shall be paid for 75% of their accumulated PTO leave at the prevailing substitute teacher or substitute administrator wage;

\* Twenty or More Year so Service - After 20 consecutive years of full time to the District, Certified Staff, Administrative Staff and Student Services Professionals shall be paid for 100% of their accumulated PTO leave at the prevailing substitute teacher or substitute administrator wage;

**Bereavement Leave**

A maximum of three (3) days may be used in any school year for bereavement purposes. Bereavement leave is available only upon the death of a member of the employee’s immediate family. Immediate family is defined as spouse, parent, mother-in-law, father-in-law, brother/sister-in-law, grandparent, child, sibling, daughter or son-in-law, grandchild, or non-family residing within the staff member's home. Days needed for bereavement, outside the death of an immediate family member, may be granted through accumulated PTO.

**Leave for Jury Duty**

Employees called for jury duty, for participation in the jury selection process, or subpoenaed to testify in a civil or criminal proceeding will be granted leave with pay. Employees will receive their normal pay. Employees called for jury selection or service on a jury will not be requested or required to use PTO for time required in such civic service.

**VACATION**

Vacation time off with pay is available to eligible regular employees to provide opportunities for rest, relaxation, and personal pursuits. An employee’s vacation schedule is based on their position with the School and the School’s operating schedule. Part-time employees regularly working at least 20 hours a week will receive prorated vacation benefit based on the number of hours they regularly work. The vacation time schedule is based on the school year (starting approximately August 1) and the Board approved school schedule as follows:

<b>POSITION</b>	<b>VACATION TIME ALLOTMENT BASED ON SCHOOL YEAR</b>
Certified Staff and Student Support Professionals  (teachers, paraprofessionals, and counselors, Social Workers, Sped Support, and instructional coaches)	Scheduled School breaks during the teaching session and summer break



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Non-instructional Staff (registrars/secretaries staff)	Years of service	Vacation Days	
	Emp. After 6 months	Full-Time Emp.	Part-Time
	Form date of hire	5 days	2 days
	1 through 4 years	10 days	5 days
	5 through 9 years	15 days	7 days
	10 through 14 years	20 days	10 days
Finance, Human Resources and Executive Officers	In accordance with their respective employment agreements		
Administrators/Directors	Scheduled breaks when school is in session and in accordance with their employment agreement when school is not in session as specified by the Superintendent of Schools		

Requests for vacation must be submitted two weeks in advance of the planned vacation schedule. Guadalupe Educational System reserves the right to deny vacation schedules to ensure proper staffing.

Unused vacation cannot be carried forward to the next school year, thus, unused time will be lost if not used by July 31 of the year.

**HOLIDAYS**

The Board will annually adopt a calendar for the school year that will provide for the following holidays:

1. Labor Day
2. Thanksgiving Day and the day following
3. Christmas Eve and Christmas Day
4. New Year's Day
5. Martin Luther King Jr. Day
6. Presidents Day
7. Good Friday

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8. Memorial Day
9. Independence Day
10. Juneteenth Celebration Day

Employees must work the day prior to and immediately following a holiday unless excused in writing by the Principal.

Certified Staff and Support Services Professionals shall be given such days off as set by the Board in its school calendar.

### **FAMILY AND MEDICAL LEAVE**

#### **Eligible Employees**

Employees eligible for family and medical leave must:

1. Have been employed for a total of at least twelve (12) months (not necessarily consecutive); and,
2. Have worked at least 1,250 hours during the twelve (12) months immediately preceding the commencement of the leave (for non-instructional staff and part-time instructional staff), or have been considered full-time (for instructional employees).

All periods of absence from work due to or necessitated by the Uniformed Employment and Reemployment Rights Act of 1994 ("USERRA") covered service is counted in determining the employee's eligibility for FMLA leave.

#### **Qualifying Reasons for Leave**

An eligible employee may take unpaid leave for the following reasons:

1. The birth of the employee's child (leave must be concluded within one (1) year of the date of birth).
2. The placement of a child with the employee for adoption, or foster care when foster placement is pursuant to State action (leave must be concluded within one (1) year of the date of placement).
3. The care of the employee's child (including biological, adopted, or foster child, stepchild, legal ward), spouse or parent, who has a serious health condition.
4. The serious health condition of the employee that makes the employee unable to perform the essential functions of the employee's position.
5. Any qualifying exigency arising out of the fact the employee's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an

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impending call or order to active duty) requiring deployment to a foreign country in support of a contingency operation. Such leave may include Rest and Recuperation leave up to a maximum of fifteen (15) calendar days.

6. Any qualifying exigency arising out of a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty.
7. The care for a covered service member with a serious injury or illness, if the employee is the spouse, son, daughter, parent, or next of kin of the service member.

### **Definitions**

**Serious Health Condition** – An illness, injury, impairment, or physical or mental condition that involves the following:

**Inpatient Care:** Inpatient care (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.

**Continuing Treatment:** Continuing treatment by a health care provider, including the following:

1. **Incapacity and Treatment:** A period of incapacity of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition that also involves:
  - Treatment two or three times, within 30 days of the first day of incapacity, by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under order of, or on referral by, a health care provider; or
  - Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of a health care provider. The in-person treatment visit must take place within seven days of the first day of incapacity.
2. **Pregnancy or Prenatal Care:** Any period of incapacity due to pregnancy, or for prenatal care (even if the absence does not last more than three days and the employee or family member does not receive treatment from a health care provider during the absence);
3. **Chronic Conditions:** Any period of incapacity or treatment for such incapacity due to a chronic serious health condition (even if the absence does not last more than three days and the employee or family member does not receive treatment from a health care provider during the absence). A chronic serious health condition is one

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which:

- Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- Continues over an extended period of time (including recurring episodes or a single underlying condition);
- May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

4. **Permanent or Long-Term Conditions:** A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
5. **Multiple Treatments:** Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment such as cancer chemotherapy, radiation, etc.), severe arthritis (physical therapy) kidney disease (dialysis).

**Exceptions** - Unless complications develop, a *Serious Health Condition* **does not** include:

- a. Cosmetic treatments, such as most treatments for acne or plastic surgery, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease, etc.
- b. Treatment for substance abuse by a health care provider may be a serious health condition if the conditions of this policy are met. Absence due to use of the substance, rather than for treatment, does not qualify for FMLA leave.

**Current Service member:** A serious injury or illness for a current service member includes any illness or injury that existed before the beginning of the member's active duty and which was aggravated by service in the line of duty on active duty in the Armed Forces.

**Covered Veteran:** A serious injury or illness is one that was incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran and is:

- a. A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or

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- b. A physical or mental condition for which the covered veteran has received a VA Service Rated Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; or
- c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow substantially gainful occupation by reason of a disability or disabilities related to military service or would so absent treatment; or
- d. An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

**Treatment** – examinations to determine if a serious health condition exists and evaluations of the condition. “Treatment” does not include routine physical, eye, or dental examinations.

**Health Care Provider** – includes doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, chiropractors (for limited purposes), nurse practitioners, nurse-midwives, clinical social workers, so long as they are licensed (if required by state law) and are performing within the scope of their practice as defined under state law; Christian Science practitioners listed with the First Church of Christ, Scientist, Boston, Massachusetts; any health care provider from whom an employer or a group health plan's benefit manager will accept certification to substantiate a claim for benefits; a health care provider as defined above who practices in a country other than the United States and is licensed in accordance with the laws of that country.

**Regimen of continuing treatment** – A course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. A “regimen of continuing treatment” that includes the taking of over-the-counter medications such as aspirins, antihistamines, or salves, or bed rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.

**Qualifying Exigency** – One of the following activities or conditions, occurring while the employee's spouse, son, daughter, or parent is on active duty in a foreign country or call to active duty status in the National Guard or Reserves:

- a. Short-notice deployment – notice is received seven days or less from date of deployment;
- b. Military events and related activities;
- c. Childcare and school activities – arranging for alternatives or changed circumstances;
- d. Financial and legal arrangements;
- e. Counseling;

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- f. Rest and recuperation (15 days maximum);
- g. Post-deployment activities; and
- h. Additional activities agreed upon by the employer and employee.

**Covered Service member**– Any **current** member of the Armed Forces, including the National Guard or Reserves, and any covered veteran undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

**Covered Veteran**– An individual who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

**Instructional employee**– A person employed principally in an instructional capacity, whose principal function is to teach and instruct students in a class, a small group, or an individual setting, and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include teacher assistants or aids that do not have as their principal function actual teaching or instructing, or auxiliary personnel such as counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers, bus drivers, or other primarily non-instructional employees.

### **Length of Leave**

**General Rule**– An eligible employee is entitled to up to twelve (12) workweeks of unpaid leave within a twelve-month period without loss of seniority or benefits. When both spouses in a family work for the District, they will be entitled to a total of twelve (12) weeks of unpaid leave (rather than 12 weeks each) for the birth, adoption, or foster placement of a child, or to care for a parent with a serious health condition.

- a. The amount of leave available to an employee at any given time will be calculated by using a “rolling”12 month period measured backward from the date an employee uses any FMLA leave.
- b. All leave taken under the policy and leave for any other reason that would qualify under FMLA (e.g., worker’s compensation leave that qualifies as a serious health condition), will be counted against the employee’s leave entitlement under FMLA. Employees will be required to run all FMLA leave concurrently with other leaves available to the employee.
- c. When an employee is not required to report for work for one nor more weeks (e.g., instructional employees who do not report for work during Christmas/New Year holiday, or during the summer), such days will not count against the employee’s FMLA leave.

**Care of Covered Service Members Leave**– An eligible employee is entitled to 26 workweeks of leave to care for a covered service member with a serious injury or illness during a single twelve-month period, which begins on the first day the eligible employee



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requests this type of FMLA leave. The employee may take leave to care for a covered service member and leave for one of the other FMLA-qualifying reasons; however, in no event may an employee take more than 26 weeks of leave in a single twelve-month period.

### **Coordination With Existing Leave Policies**

During a leave related to the employee's serious health condition, the employee shall exhaust all available paid leave benefits before continuing such leave on an unpaid basis.

During a family or medical leave provided under this regulation for all other FMLA qualifying leave, an employee shall first exhaust all available paid leave benefits before continuing such leave on an unpaid basis.

The employee cannot work for another employer while utilizing any approved family and medical leave of absence.

### **Certification**

The district shall retain the right to request a certification of the FMLA qualifying need for leave from any employee making such a request. The procedure for providing such certification shall be as follows:

Serious Health Condition  – When an employee requests a leave of absence for a FMLA-qualifying reason, the employee must submit to the Human Resources, a written medical certification form. When the leave is for the employee's own serious health condition and Human Resources provides a list of the employee's essential job functions, the employee's health care provider must certify the employee is unable to perform an essential function of the employee's job.

- a. **Timing:** Upon receipt from Human Resources, an employee has fifteen calendar days to return a complete and sufficient certification of the serious health condition.

### **Intermittent Leave**

Leave may be taken on an intermittent or reduced schedule basis for a serious health condition, either the employee's or a family member's as defined under FMLA; qualifying exigencies; or to care for an injured service member when such leave is certified as medically necessary. If the intermittent leave or reduced schedule leave is for a serious health condition or to care for an injured service member, Guadalupe Educational System may require that the employee transfer to a temporary, alternative job for which the employee is qualified and that better accommodates the intermittent or reduced schedule leave than the employee's regular job. The temporary position will have equivalent pay and benefits to the employee's regular job. Intermittent leave for childbirth (and to care for such child) or placement may only be taken with Guadalupe Educational System approval.

### **Employee and Spouse Co-workers**

If the employee and the employee's spouse are employed by Guadalupe Educational

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System, they are entitled to combined leave of up to 12 weeks in a 12-month period for birth, adoption or placement for foster care of a child; to care for a sick parent; or for a qualifying exigency and are entitled to a combined total of 26 weeks of leave to care for an injured service member as well as leave for other FMLA-qualifying reasons during the applicable 12-month period.

### **Interim Benefits**

All group health benefits will continue during Family Medical Leave. The employee must submit their normal premium amounts during the leave as if at work.

### **Reinstatement**

Employees off for a personal serious health condition must receive a release from their physician to return to work. Eligible employees are entitled on return from leave to reinstatement to their former position or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Exceptions to this provision may apply if business circumstances have changed (i.e., if the employee's position is no longer available due to a job elimination). Exceptions may also apply for certain highly compensated (as defined in FMLA regulations) employees.

### **MILITARY LEAVE**

Guadalupe Educational System supports employees engaged in military activities and will comply with any and all federal and state laws and regulations regarding an employee's participation. Notice should be given to Guadalupe Educational System as soon as possible by providing a certificate of orders to report for military duty.

Employees called up for duty or who enlist in the military, reserve, National Guard, or other federally designated uniformed services are placed on military leave. Employees may choose, but are not required, to use any available paid time off entitlement.

All employees on military leave have rights to be fully restored to their jobs under the provisions of the Uniformed Services Employment and Reemployment Rights Act.

Employees qualifying for reemployment after military leaves of absence of 90 days or less are restored to their former positions. Employees qualifying for reemployment after military leaves of absence of 91 days or longer are restored either to their former positions, or, if their former positions are not available, to jobs that are equal to their former positions in status and pay.

Employees returning from military service must make a timely request for reemployment in order to qualify for reinstatement. Requests are considered timely if they are submitted within:

- a. 90 days of discharge from military service by employees whose military duty lasted longer than 180 days; or
- b. 14 days of discharge from military service by employees who served 31 days to 180 days.

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Employees who serve for 30 days or less generally have one day from their discharge date to make themselves available for reemployment and a return to their scheduled work group or shift. In addition to making a timely reinstatement request, employees returning from military duty must meet the following general conditions in order to be considered qualified for reemployment:

1. They must have received an honorable or general discharge;
2. They must not have voluntarily remained in the military beyond five years; and
3. They must be qualified to perform the essential duties of the position

An employee returning from a military leave of absence will be compensated at the rate of pay the employee would have received had the employee continued working during the period of leave. This means that employees returning from military duty will receive any length-of-service pay increases they would have received if they had not entered the military. Employees will also be restored to full participation in benefit plans as soon as they return from military service. Absence on unpaid military leave will count in computing an employee's length of service under the retirement plan and determining the rate at which an employee earns vacation.

## EMPLOYMENT RELATIONSHIP

### **“AT WILL” EMPLOYMENT**

You became an employee with the Guadalupe Educational System voluntarily and your employment is at will. "At will" means that you are free to resign at any time, with or without cause. Likewise, "at will" means that Guadalupe Educational System may terminate your employment at any time, with or without cause or advance notice, as long as we do not violate any applicable federal or state law.

The policies in this handbook are not intended and should not be construed to constitute a contract of employment or other contractual obligation of any kind between Guadalupe Educational System and any employee. The provisions in the handbook have been developed at the discretion of management and, except for the policy of employment-at-will, may be amended or cancelled at any time, at the sole discretion of Guadalupe Educational System

These provisions replace all other existing policies and practices and may not be changed or added to without the express written approval of the Superintendent of Guadalupe Educational System.

### **PERFORMANCE EVALUATION**

The Board's ultimate goal in education is to provide the highest quality educational experience to all students. The District's performance-based evaluation system contributes to that goal by promoting the professional improvement of each staff member and, when necessary, by providing data to remove an employee whose employment is detrimental to students.

Performance-based evaluation is a process endorsed by the Board for performance improvement that includes identification of performance expectations, documentation of performance, discussion of performance, development of improvement plans, and making personnel decisions based upon performance. The evaluation process for every employee is an on-going process that takes place every day. All District employees will receive summative evaluations annually.

Guadalupe Educational System's performance evaluation system incorporates the seven "Essential Principles of Effective Evaluation" adopted by the State Board of Education and set out as follows:

1. Uses research-based and proven practices to measure educator performance;
2. Establishes performance indicators for educators based on their level of performance;
3. highly trained so that evaluation ratings are fair, accurate, and reliable; and,
4. Uses the evaluation process to guide school district policies that impact the development of educators and student learning.

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Notwithstanding the State's essential principles, the major focus on the District's evaluation system is on positive learning outcomes, cognitive and affective, for District students. Educators are responsible for the positive learning outcomes for their students.

The Board recognizes that our employees are critical to the success of the organization. It is our ultimate goal to provide the highest quality educational experience to all students. To further that goal, we provide performance counseling and ongoing feedback in a manner that is meaningful to employees and will assist them in their development within the organization. We encourage you and your supervisor to discuss job performance and goals on an informal, day-to-day basis.

It is Board policy to endeavor to conduct performance appraisals with employees on an annual basis, generally by April. Interim evaluations may be conducted at the discretion of management. This process is intended to provide valuable feedback to allow the employee to continue to grow and develop in their position with Guadalupe Educational System. The areas that are included in the evaluation shall be but aren't limited to quality of instruction/assessment; evidence of student learning and the progress that is made; learning environments; communication and community relations; professionalism and any appropriate area.

You will be allowed to provide comments and input into this process as well. We feel that this process should remain confidential between the employee and their supervisor/manager.

### **EMPLOYEE CONDUCT AND WORK RULES**

District teaching standards include, but are not limited to:

1. Ensuring that students are actively participating and are successful in the learning process.
2. Teacher will monitor and manage student learning by specific assessment vehicles.
3. Student and teacher will be prepared and knowledgeable of the curricular content.
4. Teacher will maintain on-task student behavior.
5. Teacher will use professional communications and interactions with the school community.
6. Teacher will remain current on instructional knowledge.
7. Teacher will seek and explore changes in teaching behaviors that will enhance student learning.
8. Teacher will act responsibly in the overall mission of the school.
9. Teacher creates learning experiences that make the subject matter meaningful.

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10. Teacher demonstrates knowledge of the subject matter by implementing instruction pertinent to the subject matter.
11. Teacher provides learning opportunities that support the intellectual, social and personal development of all students.
12. Teacher cultivates the unique skills and talents of every student.
13. Teacher will use a variety of instructional activities of critical thinking, problem solving, and performance skills.
14. Teacher creates a positive learning environment that encourages active engagement in learning, positive social interactions and self-motivation.
15. Teacher models effective verbal, nonverbal and media communication techniques with students and parent to foster active inquiry, collaboration and supportive interaction in the classroom.
16. Teacher will use formal and informal strategies to assess learners' progress.
17. Teacher will actively seek out opportunities to grow professionally in order to improve learning for all students.
18. Teacher will maintain effective working relationships with students, parents, colleagues and community members.

It is a primary focus to serve as positive role models for our students. The School exists to provide quality cognitive and effective education for students. We expect you to follow certain work rules and conduct yourself in a manner that protects the interests and safety of all employees, students, visitors and Guadalupe Educational System While it is impossible to list every action that is unacceptable conduct, below list provides some examples of unacceptable behavior. Some incidents may be so severe that steps in the progressive discipline process may be eliminated. For instance, situations that might warrant immediate separation include, but are not limited to the following examples:

- Communication with students in a non-professional and disrespectful manner
- Failing to maintain a strictly professional relationship with students
- Failing to review and comply with Board policies, regulation and procedures as well as related building rules and practices
- Falsification of timekeeping or other School records verbally or in writing
- Violation of Drug Free Workplace Policy
- Violation of the Violence in the Workplace Policy
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage to the property of the School, student, visitor or another employee



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- Theft or inappropriate removal or possession of property belonging to the School, its students, other employees or visitors
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Tobacco use in prohibited areas
- Violation of Harassment and Discrimination Policy
- Violation of the Weapon and Threats Policy
- Excessive absenteeism or any absence without notice
- Unauthorized absence from work station during the workday
- Violation of the Technology Policy
- Unauthorized disclosure of confidential information
- Unsatisfactory performance or conduct
- Conflict of interest
- Conviction of a crime against society
- Gambling on duty
- Sleeping or abandonment of position during work time
- Other conduct deemed by Charter School to be injurious to security, personal safety, employee welfare and the School's operations

Additionally, absence from work without notice for 3 consecutive working days is considered a voluntary resignation and may result in immediate separation of employment.

### **ISSUE RESOLUTION/COMMUNICATION**

Guadalupe Educational System encourages an open and frank atmosphere in which any issue, problem, complaint, suggestion, or question receives a timely response from Guadalupe Educational System supervisors and management.

Guadalupe Educational System strives to ensure fair and honest treatment of all employees. We expect supervisors, managers, and employees to treat each other with mutual respect. We encourage employees to give positive and constructive criticism to each other.

If you disagree with Guadalupe Educational System rules of conduct, policies, or practices, you can state your concerns to the Human Resources Department. You will not be penalized, formally or informally, for making a complaint as long as you do it in a reasonable, business-like manner. You will also not be penalized for using this issue resolution procedure.

### **RESIGNATION**

Certified Staff and Support Service Personnel who for any reason intend to retire or resign at the end of the then current school year are encouraged to indicate their plans in writing to the Board as early as possible, but no later than March 15th.

Resignations to become effective during the school year require a release by the Board and must be considered on an individual basis. Letters of resignation shall be submitted to the

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Superintendent. The letter should state reasons and an effective date for the resignation.

The Board may release a Certified Staff member or Support Service Personnel who request to resign after June 1 and prior to July 31 for good cause as determined by the Board. After July 31, a Certified Staff member or Support Services Personnel may petition the Superintendent to recommend a release from his/her agreement for extremely unusual reasons. Should the Superintendent decline to recommend a release and the employee leaves Guadalupe Educational System, it reserves the right to pursue any and all legal options available to it.

As stated in the employee contract, if a certified employee attempts to resign prior to the end of the term of the Agreement, the Board may elect to accept the resignation with neither party having any further obligation under the Agreement or may elect to refuse to accept the resignation and take measures to enforce the terms of the Agreement. Should the District elect to pursue a claim for breach it shall be entitled to liquidated damages of \$2,000.00 in addition to any other remedy it pursues. Additional remedies available to the District include, but are not limited to, pursuing legal action for money damages and an action to seek revocation of the Teacher certificate of license.

Non-Certified Staff members who wish to resign should address a letter of resignation to the Superintendent. The letter should state reasons and an effective date for the resignation.

In order to resign in good standing, a Non-Certified Staff member must give fourteen (14) days written notice.

## BENEFITS

Guadalupe Educational System sponsors a wide range of benefits programs for its employees. In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits that will enhance your job satisfaction. The benefits program described in this Handbook represents a substantial investment by Guadalupe Educational System. An employee is not entitled to compensation in lieu of benefit coverage.

Please note that Guadalupe Educational System reserves the right to modify and/or discontinue the benefits it provides, premium amounts it pays, eligibility rules, and other provisions of these benefit plans, for any reason. When possible, we will try to notify you in advance of such changes or additions.

The benefit information included in this Handbook is merely an overview; a more detailed description of the specific provisions of the various plans can be obtained by reviewing the Summary Plan Description booklets. **The exact provisions of the Plans may only be determined by reading the actual Plan Documents.** Contact the Personnel Department for more information about employee insurance benefits.

### **STAFF DEVELOPMENT ACTIVITIES**

The Board shall provide a Professional Development Program to be in compliance with State Statutes regarding assistance for beginning teachers. A written plan will be developed annually to carry out the goals of the Professional Development Program.

Guadalupe Educational System will establish a Professional Development Committee to work with beginning teachers and experienced teachers in identifying instructional concerns and remedies; assist beginning teachers with implementation of their professional development plan; serve as a consultant upon a teacher's request; arrange training programs for mentors; assess faculty needs and develop in-service opportunities for school staff; present faculty suggestions, ideas and recommendations pertaining to classroom instruction within the School; and review and evaluate the School's staff development program.

The Board supports professional development of its staff through the maintenance of a professional development plan as well as assistance programs for new teachers and resource programs for experienced teachers.

### **New Teacher Assistance Program**

Each inexperienced teacher employed by the Board will be assigned a mentor by the building principal. Mentors will be required to possess at least three (3) years of teaching experience and have received or be willing to complete mentor training. Mentors will work closely with their assigned new teachers during the teachers' first two (2) years upon request or at the direction of the building principal during the mentoring period.

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New teachers, with the assistance of their mentors, will prepare professional development plans. The plans will be consistent with the evaluation criteria and will establish plans of development for the teacher's first two (2) years of teaching.

The Board encourages all employees to engage in a continuous program of professional and technical growth in order that they may be qualified to provide quality educational programs and services for students. These activities encompass both in-service and Professional Development Program activities. Full-time employees may be designated to attend programs, courses, or participate in activities which provide personal or professional growth. Required professional time will be determined by the Building Principal. Leave time to meet this requirement should be approved by the Building Principal in advance of the taking of such leave.

In addition to the personal and professional growth activities described above, employees are encouraged to attend and participate in activities, including conferences, institutes, and workshops related to their profession and their duties at Guadalupe Educational System. Approval for leave to attend or participate in such activities may be granted by the Building Principal consistent with these policies and procedures. The Building Principal will consider factors such as the staff member position, the needs of the School, and the purpose of the activity requested. The Board has responsibility for evaluating any request of the Superintendent to participate in any such activity or program. The Superintendent (or the Board) shall determine whether Guadalupe Educational System will pay the expenses, or any portion thereof, of a staff member attending a pre-approved activity or program. Selection for these opportunities will be made on a non-discriminatory basis.

### **MOVEMENT ON CERTIFIED TEACHER SALARY SCHEDULE**

A certified teacher or like certified employee's rate of pay is based on the salary schedule as assigned to the position of their employment. Individual salary amounts are determined by district administration at the time of initial employment based on experience and post graduate hours/degrees received or completed. Appropriate verification of previous educational employment and graduate coursework may be required.

Certified Employees are encouraged to pursue advanced degrees as professional growth remains a constant focus for our District. Salary adjustments for completed coursework take place once during a calendar year. Prior to September 1 of each school year, in accordance with the column and step increments of the board approved salary schedule, those acquiring additional graduate credit hours or advanced degrees that are educationally related and a part of a District approved education graduate program, will need to submit to Human Resources, verification of course completion in the form of an official transcript. Along with a written request for movement on the salary schedule, a salary adjustment will then be made.

### **TUITION REIMBURSEMENT PROGRAM**

Active full-time teachers or administrators in good standing are eligible to receive

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financial assistance in pursuit of an advanced degree beginning on the first day after completion of their second full year of service and it must be pre-approved. The maximum amount employees may receive during their career at Guadalupe Educational System is \$6,000.

### **Qualification for the Tuition Reimbursement Program**

The following conditions must be met to receive the benefits of the Tuition Reimbursement Program:

1. Employee must meet the eligibility requirements before the class begins and maintain benefit-eligible status through the completion of the class and will need to work at least 24 months after the class ends in order to keep the entirety of the reimbursements. If an employee voluntarily separates prior to the forgiveness of the assistance, then the employee must reimburse the Guadalupe Educational System for the full cost of the tuition.
2. The school the employee attends must be an accredited, post-secondary, technical or professional school, college or university with recognized credentials.
3. Classes must result in academic credit that can be transferred to other schools. (Classes audited, taken for no credit and professional classification, or granting only continuing education units (CEUs) do not qualify for assistance.)
4. The courses must align with the mission and needs of the school.
5. The employee must at least receive a "B" or "pass" grade (applicable to pass/fail classes).
6. Employee will only be reimbursed for money that was paid by the employee, or that will have to be paid back. There will be no reimbursement for any money that was given through grants or scholarships.
7. If the employee is terminated or no contract is renewed due to work performance standards, the employee who received assistance is not liable for repayment.
8. Under current tax law, an employee's gross income does not include the amounts or expenses incurred for (up to \$5,250 annually) by the employer in providing undergraduate and post-graduate educational assistance pursuant to an Educational Assistance Program meeting the requirements of the Internal Revenue Code in Working Condition Benefits in Chapter 2 of Publications 15-B. See IRS Publication 15 for additional information.

### **Tuition Reimbursement Program Process**

The following details the process to receive the benefits of the Tuition Reimbursement Program:

1. The application must be completed and signed by the employee's supervisor and approved by the Superintendent.

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2. The completed educational assistance application must be received in Human Resources no later than 31 days prior to the beginning of the class.
3. Upon completion of the course, employees should forward all receipts and grade verification with proof of payment to Human Resources. Reimbursements will be processed through Accounts Payable. Reimbursements less than \$5,250 annually will not be taxed.

### **INSURANCES PROVIDED**

The Board provides fringe benefits to full-time Certified Staff, Support Services Personnel, Administrators and Non-Instructional Staff. The extent and nature of fringe benefits provided may vary by employee group and work schedule, including the amount of financial support for the benefit.

Insurance coverage for staff members includes:

1. Medical Insurance
2. Group Life Insurance
3. Short and Long term disability insurance

#### **Medical Insurance**

Regular full-time employees who regularly work more than 30 hours are eligible for medical benefits on the first of the month following 30 days of employment. In order to assist you and your family, Guadalupe Educational System offers group medical care coverage on a cost sharing basis with the employee. Greater benefits may be available to participants for using in-network providers. It is important to understand your plan fully to assure you utilize in-network providers, receive pre-admission certification or utilize primary care physicians in order to maximize your benefit and avoid inadvertent additional charges (i.e. out-of-network charges).

#### **Voluntary Dental Insurance**

Regular full-time employees who work more than 30 hours a week are eligible to purchase dental benefits at group dental rates on the first of the month following 30 days of employment. Employees may choose either a pre-paid base plan or a PPO buy-up plan.

#### **Voluntary Vision Insurance**

Regular full-time employees who work more than 30 hours a week are eligible to purchase vision benefits at group vision rates on the first of the month following 30 days of employment. In order to receive the maximum plan benefit, employees must visit a VSP approved doctor.

#### **Basic Life and Accidental Death and Dismemberment (AD&D) Insurance**

Regular full-time employees who work more than 30 hours a week are eligible for life benefits the first of the month following 30 days of employment. In order to protect you



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and your family, Guadalupe Educational System provides life insurance coverage in the amount of \$50,000 **at no cost to the employee.**

The AD&D policy may provide benefits due to certain serious injuries or death caused by accident. The determination of the injuries that are covered is controlled by the specific terms of the AD&D policy. This coverage is provided at no cost to the employee.

### **Voluntary Life**

Regular full-time employees who work more than 30 hours per week are eligible to purchase additional life benefits the first of the month following 30 days of employment. Life coverage is available on a guarantee issue basis in the following amounts: \$100,000 for the employee (up to \$500,000 available based on medical evidence of insurability), \$50,000 for a spouse (not to exceed 50% of the employee elected benefit amount up to \$250,000), and \$10,000 for a child age from live birth to age 19(25 if full time student; Dependent amounts cannot exceed 50% of the employee elected benefit).

### **Short-Term Disability**

Short-term Disability (STD) insurance coverage provides financial protection by promising to pay a percentage of weekly earnings in the event of a covered non-occupational disability. Coverage is provided for eligible employees who work at least 30 hours per week **at no cost to the employee.** This coverage is available the first day of the month following 30 days of employment. Under the benefit, the maximum available benefit is 60% of your pre-disability earnings, not to exceed a weekly amount of \$1,500.

### **Long-Term Disability**

Long-term Disability (LTD) insurance coverage provides financial protection by promising to pay a percentage of weekly earnings in the event of a covered non-occupational disability. Coverage is provided for eligible employees who work at least 30 hours per week **at no cost to the employee.** This coverage is available the first day of the month following 30 days of employment. Under the benefit, the maximum available benefit is 60% of your pre-disability earnings, not to exceed a monthly amount of \$7,000.

### **FLEXIBLE SPENDING ACCOUNT (FSA)**

A flexible spending account, also known as a cafeteria/Section 125 Plan, is a separate plan that allows you to direct part of your pay, on a pre-tax basis, into a special account. Funds can be used throughout the year to reimburse you for eligible out-of-pocket health care or dependent care expenses. Based on your particular tax bracket, pre-tax premiums have the potential to significantly reduce actual out-of-pocket costs.

Election forms are completed on an annual basis, and the election must be maintained for one full year, except in the case of certain changes in family circumstances that the IRS will consider as valid reasons to make mid-year plan changes. **The minimum amount you must select to participate in the GES FSA option \$150.00 per year. Please refer to the Section 125 Summary Plan Description for more specific information and a listing of those plans which are eligible for pre-tax contributions.**

## **KANSAS CITY SCHOOL RETIREMENT SYSTEM**

Retirement provisions for all eligible employees will be in accordance with the provisions of the Public School Retirement System of the School District of Kansas City (KCPSRS). Employees who retire or who have retired and who are eligible for retirement benefits from the KCPSRS Plan are eligible to participate in School health benefit programs. In addition, the spouse and/or unmarried dependent children of any employee may also participate in School health benefit programs provided that these family members are receiving or are eligible to receive retirement benefits from the KCPSRS System. The retiree must apply for insurance coverage within the first year he/she is eligible to receive retirement benefits.

Employees working at least 20 hours per week for at least 9 months of the year are required to participate in the Kansas City Public School Retirement System (KCPSRS). The current staff contribution rate is 9.0 % of regular wage. The School contributes a matching 12.0% on behalf of the employee.

The provisions of the Plan may only be determined accurately by reading the actual Plan Document, which is controlling.

## **ATTENDANCE INCENTIVE PLAN**

Due to the significant impact of the teacher on student learning it is critical that they be in the classroom whenever possible. There are also additional costs to the School, such as the cost of substitute teachers when the teacher is out. To reward instructional staff for good attendance, any school staff member who has no absences during a semester will receive a \$500 incentive bonus for that semester. \*\*\* Please note the attendance incentive plan will not be an option if the school or school district has to move to a different instructional format other than “in-person” attendance for students and/or staff

## **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Life can be unpredictable. And it's not always easy. So, it's important to know that there is help available when you need it.

Through GES insurance provider coverage. GES employees have access to on-line or by phone EAP consultation. This 24/7 assistance is available to you through Humana Healthcare. As a GES employee you may access by calling 1-866-440-6556 TTY:711 or go on-line at [www.Humana.com/eap](http://www.Humana.com/eap) - username: eapt; Passwod eapt

A second level of the GES employee assistance program became available to all District employees on January 1, 2019. Through a contractual agreement with Counseling Associates, professional counseling services are available to all GES employees. These counseling services are available through face-to-face counseling sessions. The first 3 visits are paid for by GES at no cost to the employee. You may contact them to schedule an appointment on-line at [www.clinical-assoc.com](http://www.clinical-assoc.com). Or by phone – 913-677-3553

## SAFETY

Guadalupe Educational System is committed to providing a safe and healthy place for employees, students, families, and visitors. Safety depends on everyone being alert and committed to assuring the safety and security of all. We regularly communicate in different ways with employees about workplace safety and health issues. These communications may include employee meetings, bulletin board postings, memos, or other written communications.

You must immediately report any unsafe condition to the appropriate supervisor or the Building Principal. If you violate Guadalupe Educational System safety standards, you may be subject to disciplinary action, up to and including termination of employment. Violations include causing a hazardous or dangerous situation, not reporting a hazardous or dangerous situation, and not correcting a problem even though you could have corrected it.

It is very important that you immediately report any accident that causes an injury, no matter how minor it might seem at the time. When you report it quickly, we can investigate the accident promptly; follow the laws, and start insurance and workers' compensation processing.

### **EMERGENCY PROCEDURES**

Guadalupe Educational System has developed an emergency procedure to follow in the event of fire or disaster. All employees must make themselves fully aware of the proper procedures. Never try to personally handle a situation, summon assistance immediately. Only after assistance is summoned should any attempt to deal with the situation be made, and only when it can be done without risk of personal injury. First priority must always be the safety of employees, students and any visitors.

#### **Fire**

IN CASE OF EMERGENCY, DIAL 911. Be clear on the exact location and type of fire. Evacuate the immediate area if there is any risk to health and safety and remain a safe distance from the building. Be sure all non-exit doors are closed. If trained, use a Fire Extinguisher to attempt to extinguish or control the fire until the fire department arrives provided this can be done safely.

#### **Tornadoes**

Proceed quickly and in an orderly fashion to an internally located hallway or area without outside windows. Outside windows and glassed areas should be avoided. Use the telephone to summon help for sick or injured if necessary. Remain in your safe area until the "All Clear" is given by the Building Principal. Once the "All Clear" is given, return to your normal duties.

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### **Accidents/First Aid**

**DIAL 911 if warranted.** Be clear on the exact location and type of emergency. Make injured party comfortable, using care not to move anyone in a manner which could exacerbate the injury. Use rubber gloves and other protective equipment (available in the first aid kit) to avoid transfer of body fluids. Report the accident to the Building Principal. Guard the privacy of the injured party by not discussing the incident publicly. Confirm that the site has been cleaned appropriate once the injured party is removed.

### **MATERIAL SAFETY DATA SHEETS**

Guadalupe Educational System (GES) will provide information regarding the following:

1. What chemicals are used in the School (MSDS).
2. Where the chemicals are located. Physical and health hazards associated with the chemicals.
3. Protection measures that must be taken to prevent exposure.
4. What to do in case of exposure to the chemicals.

A binder with MSDS will be available in the immediate area (such as the classroom or custodian storage area) and in the Building Principal's Office. For additional information on hazardous materials in the workplace consult the Building Principal.

### **SECURITY/VISITORS**

Our diligent efforts to provide a safe and secure workplace can be greatly enhanced by each employee as they monitor the environment for security concerns. Guadalupe Educational System encourages the reporting of any suspicious activity and will investigate to the degree practical.

To provide for the safety and security of employees, visitors will be required to have prior approval from the building Administrator, sign in at the office and be escorted to their destinations. Restricting visitors helps maintain safety standards, protects against theft, protects confidential information, safeguards employee and student welfare, and avoids potential distractions and disturbances. Employees are responsible for the conduct of their visitors.

All visitors should enter any GES Building through the lobby. If an unauthorized individual is observed on GES School premises, employees should immediately direct the individual to the lobby, or if necessary, notify their supervisor. Spouses, friends, and all former employees or students are considered visitors and are to be escorted at all times.

### **VIOLENCE IN THE WORKPLACE**

Guadalupe Educational System (GES) will not tolerate any form of violence, bullying,

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harassment or other inappropriate behavior by any employee that affects the conditions of employment, unreasonably interferes with another individual's work performance, or creates an intimidating, hostile, or offensive working environment. Behaviors that could cause injury or impede the normal course of work, or make employees, students, families, visitors or vendors fear for their safety is prohibited. Personal conduct detrimental to Guadalupe Educational System employees, students, families, visitors or vendors which could cause undue disruption of work or endanger the safety of persons or property of others, or exhibiting personal conduct which may be characterized as workplace violence is prohibited. The definition of "workplace violence" applies to all such conduct, whether committed by a Guadalupe Educational System employee, student, visitor or vendor. Workplace violence includes, but is not limited to, the following conduct, when such conduct is committed on GES School's premises, or in connection with a Guadalupe Educational System activity or event:

1. Offensive and/or unlawful touching or application of force by one person against another when done in a rude, insolent or angry manner;
2. Threats to do bodily harm to another;
3. Intimidation
4. Impeding normal work activity;
5. Use of profanity or abusive language;
6. Behavior that harms, intimidates, offends, degrades or humiliates;
7. Intentional infliction of emotional distress;
8. Stalking of another; and
9. Inciting, causing or encouraging another to commit any of the above conduct.

If an employee believes that he/she has been subjected to workplace violence or the threat of violence, they should immediately separate all contact and communication with the threatening or offending person. Employees are strongly encouraged to promptly report any suspected violation of the workplace violence policy. The incident should be reported to the Building Principal. If deemed appropriate 911 should be contacted for local law enforcement assistance. The initiation of a complaint under this policy will not cause any negative reflection on the complainant, nor will it adversely affect a complainant's employment, compensation or work assignments

Guadalupe Educational System will respond to any report of workplace violence by investigating the report and taking appropriate action. Complaints will be kept confidential to the maximum extent possible for an effective resolution. Violation of this policy is grounds for discipline up to and including separation of services.

### **WEAPONS AND THREATS**

As a part of Guadalupe Educational System efforts to secure the work environment the possession, transfer, sale, or use of weapons and/or other dangerous unauthorized materials that could be used with the intent of injuring another party is strictly prohibited

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on Guadalupe Educational System premises or at and any Guadalupe Educational System activities regardless of the location.

A local permit to carry a weapon does not allow you to have a weapon on Guadalupe Educational System property. This policy includes anything that can be used as a weapon including, but not limited to: guns, tear gas or other chemicals, knives or similar devices. If there is any question regarding any potential weapon, seek clarification from the Building Administrator or Superintendent.

Threats against or intimidation of other employees, students, families, visitors or vendors will also not be tolerated whether they are made in person, by mail, over the phone, on e-mail systems or any other form of technology or means of communication. Employees are encouraged to report weapons or threats to their supervisor or the Building Principal so that an investigation can be conducted. Any threat or act of intimidation or physical violence may result in discipline up to and including separation of services.

### **INTERNAL INVESTIGATIONS, SEARCHES, & PERSONAL/ GUADALUPE EDUCATIONAL SYSTEM PROPERTY**

#### **Security Inspections**

Occasionally, Guadalupe Educational System may conduct internal investigations pertaining to security, auditing, work-related matters, or retrieval of Guadalupe Educational System property. Guadalupe Educational System can, at its discretion, conduct searches of Guadalupe Educational System premises and equipment, employee work areas and personal belongings and to utilize audio or video surveillance. Guadalupe Educational System will conduct searches only when it deems that there is a legitimate business reason to do so; searches will be conducted in a selective and nondiscriminatory manner when there is a reasonable suspicion of a violation of policy. An effort will be made to conduct the search in the least obtrusive manner possible. An employee who fails to cooperate with such a search will be subject to disciplinary action, which may include separation of services.

We may provide you with desks, lockers, and other storage devices for your convenience but these are always the sole property of Guadalupe Educational System. Because they are Guadalupe Educational System property, we may allow our representative or authorized agents to inspect them at any time, with or without advance notice to you. We may also inspect any items that we find inside them.

We also want to discourage theft and the unauthorized possession of property that belongs to our employees, Guadalupe Educational System students, visitors, and family. To help enforce this policy, we may require inspection of those who enter or exit Guadalupe Educational System premises as well as any packages or other belongings they carry with them. If you wish to avoid having your belongings inspected, please do not bring them to work.



## **Workplace Monitoring**

Guadalupe Educational System may conduct workplace monitoring to help ensure professional and appropriate communications and actions, employee safety, and security. Employees who regularly communicate with students and related stakeholders may have their telephone conversations monitored or recorded. Telephone monitoring helps us to identify training needs and performance problems. All technology is subject to monitoring as described in that section of this handbook.

We may perform video surveillance of non-private workplace areas. We use video monitoring to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage and prevent harassment and workplace violence. Because we are sensitive to employees' legitimate privacy rights, we will make every effort to guarantee that workplace monitoring is always done ethically and with respect.

## **Personal Property**

Personal property (i.e. belongings and equipment) maintained on Guadalupe Educational System premises should be clearly marked as personal property to avoid potential problems. Management reserves the right to have employees "check-in" any and/or all personal property with their manager.

Guadalupe Educational System cannot be responsible for personal property that is lost, damaged or stolen. If you bring personal property, you need to understand that it will not be covered under the School's insurance and because of limitations on personal homeowners' policies with business property away from the home premises; it may not be covered under your homeowner's coverage either. All incidents of theft or damage involving personal or Guadalupe Educational System property should be reported to your supervisor or the Building Principal. To prevent theft, it is very important that all employees secure all records and equipment at the end of their working time.

## **RETURN OF SCHOOL PROPERTY**

Guadalupe Educational System may loan you property, materials or written information to help you do your job. You are responsible for protecting and controlling any property we loan you. You must also return it promptly if we ask. If you stop working at Guadalupe Educational System, you must return all Guadalupe Educational System, Inc property immediately. If you do not return our property you will be expected to reimburse the School through deduction from final pay or a personal payment. We may also take legal action to get back our property.

## **Keys**

Keys are the property of Guadalupe Educational System and shall not be duplicated or loaned as that creates a security risk. If you are issued any keys as part of your job responsibility, you are expected to have them available and return them immediately upon leaving employment with Guadalupe Educational System

## **TECHNOLOGY**

### **CARE OF EQUIPMENT AND MATERIALS**

When materials and equipment are issued for use in the classroom, the staff member is responsible to assure the items are not misused or mistreated. If an item is damaged, stolen or lost, the staff member shall be responsible for reporting the condition to the Asst. Superintendent. In the event of a theft along with information supplied by the staff member, a formal police report will be made. When the report has been made it shall be turned over to the Asst. Superintendent for appropriate action regarding inventory adjustments as well as determining if an insurance claim should be filed.

### **USE OF ELECTRONIC EQUIPMENT**

To ensure that the District's electronic equipment is used only for lawful and appropriate purposes and to further its business interests, District has adopted the following Policy which applies to all staff members. Each staff member and student having access to the electronic equipment is required to abide by this Policy. District will enforce this Policy.

Acceptable uses of equipment software and business equipment, including telephones, facsimile machines, computers, iPads or similar tablets, cell phones and laptops and District's electronic mail system, the District's internet access, and copy machines (collectively, the "Equipment") are intended to be used for business purposes only. The equipment is the exclusive property of the District, and its sole purpose is to facilitate the business of the District. Each student and staff member has the responsibility to use the equipment in a productive and appropriate manner.

### **UNACCEPTABLE USE OF EQUIPMENT**

District's equipment may not be used for transmitting, receiving, or storage of any communications of a defamatory, discriminatory, or harassing nature, or materials that are sexually explicit, pornographic, or obscene. Harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual's race, sex, age, disability, religion, national origin, or physical attributes shall be transmitted through District's equipment. District will not tolerate actions that may create a hostile environment. Equipment may not be used for any purpose which is illegal or against District's policies or contrary to the District's best interest. Solicitation of non-school business, or any use of the school's equipment for personal gain, is prohibited.

### **TECHNOLOGY AND INTERNET ACCEPTABLE USES**

Failure to abide by this policy may render you ineligible to use District's computer facilities and may bring additional disciplinary action. Staff members are expected to use the technology available at the District in a manner appropriate to District goals and values.

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“Technology” includes, but is not limited to, cellular telephones, beepers, pagers, radios, CD/MP3/DVD players, video recorders, video games, personal data devices, computers, other hardware, iPads or similar tablets, electronic devices, software, Internet, e-mail and all other similar networks and devices. Staff members are expected to be responsible and use technology to which they have access appropriately. Obscene, pornographic, threatening, or other inappropriate use of technology, including, but not limited to, e-mail, instant messaging, web pages, and the use of hardware and/or software which disrupts or interferes with the safety and welfare of the District community, is prohibited, even if such uses take place after duty hours or off District property (i.e., home, business, private property, etc.). Failure to adhere to this policy and the guidelines below will result in disciplinary action.

### **UNACCEPTABLE USES OF TECHNOLOGY AND THE INTERNET**

The following is a list of unacceptable uses of technology and the internet. It is not intended that this list be all inclusive but rather a representative sample of the unacceptable uses.

1. Violating the conditions of federal and Missouri law dealing with students and staff member’s right to privacy. Trespassing in others’ folders, work, or files; copying other people’s work or attempting to intrude onto other people’s files; using other user’s e-mail addresses and passwords.
2. Using profanity, obscenity or other language which may be offensive to another user; sending messages with derogatory or inflammatory remarks about an individual’s race, sex, age, disability, religion, national origin or physical attributes via the Internet or technology; bullying, insulting, intimidating, or attacking others; transmitting any material in violation of federal or state law.
3. Accessing profanity, obscenity, abusive, pornographic, and/or impolite language or materials, accessing materials in violation of Board Policies or policies found in the Student and Family Handbook. A good rule to follow is to never view, send or access materials that you would not want your colleagues to see.
4. Violating copyright laws by illegally downloading or installing music, any commercial software, shareware, or freeware. You are required to strictly comply with all licensing agreements relating to any software. All copyright laws must be respected.
5. Plagiarizing works through the Internet or other technology. Plagiarism is taking ideas of others and presenting them as if they were original to the user.
6. Damaging technology devices, computers, iPads, computer systems or computer networks (for example, by the creation, introduction or spreading of computer viruses, physically abusing hardware, altering source codes or software settings, etc.).

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7. Using the technology or the Internet for commercial purposes or activities, which is defined as offering or providing goods or services or purchasing goods or services for personal use, and includes, but is not limited to, the following:
  - a. any activity that requires an exchange of money and/or credit card numbers;
  - b. any activity that requires entry into an area of service for which District will
8. be charged a fee;
  - c. any purchase or sale of any kind; and,
  - d. any use for product advertisement or political lobbying.

Neither the Internet nor any other technology may be used for any purpose which is illegal or against Guadalupe Educational System Policies or contrary to District's mission or best interests. All users are expected to be responsible, courteous and thoughtful when using technology and the Internet. Common sense should prevail.

The use of Guadalupe Educational System computer network system should be in support of education and research, consistent with the educational mission or objectives of Guadalupe Educational System and in accordance with federal law, Missouri law and all school policies. Staff members have no expectation of privacy with respect to the use of technology, the Internet, intranet or e-mail. Maintenance and monitoring of Guadalupe Educational System's network system may lead to the discovery that an individual has or is violating Guadalupe Educational System policy or the law. Violations of policy or the law may result in severe penalties, up to and including termination.

Guadalupe Educational System makes no warranties of any kind, either expressed or implied, that the functions or the services provided by or through Guadalupe Educational System's technology system will be error-free or without defect. Guadalupe Educational System will not be responsible for any damage user may suffer, including but not limited to, loss of data, interruptions of service, or computer viruses. Guadalupe Educational System is not responsible for the accuracy or quality of the information obtained through or stored on Guadalupe Educational System's system. Guadalupe Educational System will not be responsible for financial obligations arising through the authorized use of the system. In accordance with the Children's Internet Protection Act ("CIPA"), Guadalupe Educational System has placed a filter on its Internet access as one step to help protect its users from intentionally or unintentionally viewing inappropriate material. Guadalupe Educational System blocks the categories that are determined to be potentially inappropriate. However, families must be aware that some material accessible via the Internet contains illegal, defamatory, inaccurate, or potentially offensive language and/or images. While the goal of Guadalupe Educational System is to use Internet resources to achieve educational goals, there is always a risk of students accessing other materials. Staff should be aware of these risks.

### **Electronic Communication**

All computers, electronic and telephonic communications systems, including internet access and all communication and information transmitted by, received from, or stored in these systems is the property of Guadalupe Educational System. As such, they are intended

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to be used for job-related and business purposes only. Guadalupe Educational System reserves the right to monitor or review any information stored or transmitted on its equipment.

Internet communications between students and staff members are responsible for the content of all information that they transmit over District's equipment. All electronic communications must correctly identify the student or staff member responsible for the communication. Any information sent to an individual outside of Guadalupe Educational System via Guadalupe Educational System's equipment is considered a statement that reflects on Guadalupe Educational System. All communications sent by students and staff members via District's equipment must comply with this and other Guadalupe Educational System's policies.

### **Software and Copyright Issues**

To prevent computer viruses from being transmitted through Guadalupe Educational System equipment, there will be no downloading or copying of any software onto Guadalupe Educational System equipment without prior approval of Guadalupe Educational System. No files of any kind will be downloaded from the Internet without prior approval of Guadalupe Educational System except for authorized personnel. License agreements relating to any software, whether individually owned or owned by the Guadalupe Educational System will be strictly complied with. Copyright laws are very complex and can apply even to information that appears to be freely available for any use. No copyrighted material will be copied illegally on Guadalupe Educational System's equipment or transmitted through Guadalupe Educational System's equipment. The Board encourages teachers and staff assigned to Guadalupe Educational System to make judicious use of appropriate printed materials, sound recordings, and electronic programs in the curriculum but recognizes that Federal law protects authors and composers from the unauthorized use of their copyrighted work.

The copyright law of the United States (Title 17, USC) governs the making of photocopies or other reproductions of copyrighted materials. According to the copyright law, it is illegal to copy or reproduce on a disk or paper, by use of school equipment or any other means, materials for which the person reproducing or District does not own the copyright, unless the written permission of the copyright owner has been obtained, or unless the activity is within some of the limited exceptions to the copyright laws. Copyright infringement carries with it serious civil and criminal penalties under the law. Title 17, Section 107, regarding the Fair Use of copyrighted work, reads in pertinent part:... The fair use of a copyrighted work, including use by reproduction in copies or photo-records or by any other means specified that section, for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, is not an infringement of copyright. In determining whether the use made of a work in any particular case is a fair use the factors to be considered shall include:

1. the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;



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2. the nature of the copyrighted work;
3. the amount and substantiality of the portion used in relation to the copyrighted work as a whole; and,
4. the effect of the use upon the potential market for or value of the copyrighted work.

### **E-MAIL SYSTEM**

E-mail messages are confidential and should be accessed by only the intended recipient unless prior permission is obtained. Due to the chance that messages may get forwarded improperly or opened by an unintended party, highly confidential materials should not be sent over the system.

You may not use email to solicit or market for businesses, religious or political causes, or other outside organizations or any other matters outside of Guadalupe Educational System business.

### **COMPUTERS**

All information stored in the computer system, data files or word processing documents are to be treated as confidential information of a proprietary nature to Guadalupe Educational System

Employees should not:

1. Disclose any confidential information to persons outside the organization except on a "need-to-know" basis;
2. Use this information for their own benefit, or for the profit or benefit of persons outside of Guadalupe Educational System;
3. Copy (except where necessary in order to perform duties on behalf of Guadalupe Educational System) any of this information;
4. Retain any of this information upon leaving Guadalupe Educational System employment; or
5. Maintain any personal information on School computers; as such information is considered the property of the School.

Disks, hard drives, and file folders for saving word processing documents and other documents have been identified for individual and department use. Access to disks, hard drives, portable storage (thumb drives) and file folders not related to the performance of one's job is inappropriate. Guadalupe Educational System has selected software which best suits its business needs and which shall be licensed to the organization. Guadalupe Educational System employees are not to make copies of any School supplied software for use outside of Guadalupe Educational System facilities. Employees should not make any duplication of licensed software, as it is a violation of Federal Copyright Law and constitutes the crime of "computer theft."

All computer software must be approved by the School. Employees are restricted from



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loading their own software package(s), public domain software, shareware, or non-business applications (i.e. games) on the school's computers.

In some cases, laptop computers and related technology may be issued to employees. Such equipment must be secured carefully off-premise to insure security of the information. Employees are expected to protect the equipment from loss, damage or theft and will be required to sign a form outlining their responsibilities in regard to the use and protection of such equipment. Upon resignation or separation of employment or at any time upon request, the employee may be asked to produce the computer for return or inspection. Employees unable to present the computer in good working condition within the time period requested (for example, 24 hours) may be expected to bear the cost of a replacement.

### **SOCIAL MEDIA/NETWORKING**

District recognizes the usefulness of online resources to inform its school community of activities and to recruit talented teachers and staff. Due to the nature of social networking sites, there exists a risk that the lines between one's professional life and personal life will be blurred. District's staff is prohibited from communicating with students and families via social media, e-mail, text messaging, or other forms of communication not specifically approved by Superintendent. Staff members should communicate with students and families via face-to-face meetings and phone calls. District will maintain an official website and may also employ school sanctioned social media outlets to further the aims of District, recruit future staff members, or better inform the public.

By accessing, creating or contributing to Facebook, Twitter, blogs, discussion forums, wikis, podcasts or other social media for program use, you agree to abide by these guidelines. Please read them carefully before making use of such social media. If you have any doubts or concerns about how these guidelines apply to you or your situation, or how they might apply to some new form of social media in the future, please err on the side of caution and direct your questions and concerns to the Human Resources before you make use of such media. This policy is not intended to infringe upon a staff member's right to speak publicly on matters of public concern, so long as such communication:

1. adheres to appropriate time, place and manner restrictions;
2. does not interfere with the performance of job duties;
3. does not explicitly or implicitly state that the view is an official view of District unless the staff member is expressly authorized by the Superintendent to make an official statement on behalf of District; and,
4. does not violate laws applicable to communications with or about students;
5. does not disclose proprietary or confidential information of Guadalupe Educational System;
6. does not disclose personal information about associates or students or information protected by law.

Staff members should be mindful that actions that are not permissible when not on social media are similarly not permissible on social media, and District reserves the right to

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discipline for impermissible behavior that utilizes social media. Additionally, District may place certain restrictions on a staff member's use of social media to preserve student confidentiality and to ensure policy is followed.

There are a number of widely utilized social forms, such as Facebook, blogs and Twitter and similar websites and electronic communications tools through which employees may communicate. As employees contribute to personal blogs, message boards, networking pages and other forums outside their job function it can be difficult to discern which comments are posted as personal views and which are intended to represent the School or professional views. It should always be made clear when speaking about job related content or the organization on these sites that your views are not those of the School or its other employees, by adding a statement such as: "The opinions expressed on this site are my own and do not necessarily represent the views of Guadalupe Educational System." Do not post as a representative of Guadalupe Educational System or use Guadalupe Educational System name in your username or other such manner that could blur your identity with that of the Guadalupe Educational System. Please be aware that you are not anonymous when using these sites, you can be identified even when posting under a pseudonym or anonymously. When posting, please be careful with confidential and/or sensitive information, show respect to our students, families, employees and related parties and observe all School policies such as non-Harassment, confidentiality and proprietary information including protection of Guadalupe Educational System financial data, proprietary processes or technology, personnel information. Guadalupe Educational System owns intellectual property rights in its trademark, including the Guadalupe Educational System name and logo which cannot be used or disclosed in any manner without advance permission. Social networking should not be done on school time, without specific permission. It is always recommended that all use of social networking be done in a truthful, respectful manner. Social media communications are publicly available, therefore you should not expect that your communications are private in any way or that Guadalupe Educational System will not access and review your communications. If you discover information posted that is unfavorable or negative toward the School, please bring it to the attention of the Building Principal for resolution, do not attempt to address the issue personally. Guadalupe Educational System may monitor content on the web and reserves the right to remove posts that violate this policy. Violation of this policy may result in discipline up to and including termination of employment.

Further it is highly discouraged for supervisor and employees to "friend" each other as the personal information available through the online site could impair the working relationship and/or the ability to manage the employee.

If you have questions regarding this policy and its application, please contact the Building Principal.

### **TELEPHONES**

In general, telephone use is to be confined to legitimate business purposes only. Our telephone communications are an important reflection of our image to students and the

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community. Always use proper telephone etiquette. The following are some examples of good telephone etiquette: use the approved greeting, speak courteously and professionally.

Excessive personal phone calls tie up the telephone lines for students, family and vendors trying to reach the organization. If you make personal long distance calls on Guadalupe Educational System phones you are responsible for the cost of the call. Such calls are only allowed on an emergency basis and with pre-approval.

### **PERSONAL CELLULAR PHONES**

The use of cell phones, iPads and similar personal electronic devices during duty time presents a significant safety risk, as well as, adversely impacts duty time. For safety and educational reasons, the instructional staff and support staff, except as provided in this policy for transportation employees, are not permitted to use such personal electronic devices during duty time. Exceptions will be made for bona fide school related emergencies.

Bus drivers and other employees driving district vehicles and employees driving while on District business are prohibited from using cell phones, iPads, and related electronic devices while driving. If an emergency occurs, the vehicle should be parked and remain parked in a safe location during the use of the electronic device. Bus drivers and employees driving District vehicles should log those duty time emergency calls with date, time, and call duration and vehicle location with their supervisor as soon as is practicable.

Personal cell phones should not be used in a manner that is disruptive to other employees, students, families, guests or visitors. Employees should try to keep their personal cell phones on vibrate or silent mode while in the School. Calls and texts should only be received and placed during break period when away from the students. If using a cell phone on school business while outside the school premises, park your vehicle before using your phone to avoid dangerous distraction.

Text messages sent from cellular phones for school business purposes should conform to general business communication standards, as the abbreviated format frequently used in text messages is not viewed as appropriate for professional communications. All messages sent and/or received on School owned equipment are the property of the School and can be monitored and reviewed. Further, text messages are not to be sent, received or read while driving.

### **FACSIMILE, COPY MACHINES, PROJECTORS & OTHER OFFICE EQUIPMENT**

Facsimile and copy machines are primarily to be used for Guadalupe Educational System business. Prior approval should be obtained for any personal use. All equipment of the School should be used in a manner that is consistent with all School policy, including harassment and violence. If you know about any violations to this policy, notify your supervisor, the Building Principal or any member of management. **Discipline may result from violations of technology policy or improper use of the aforementioned equipment and systems by employees.**

## **EMPLOYEE HANDBOOK ACKNOWLEDGEMENT FORM**

The purpose of this Handbook is to describe Guadalupe Educational System' current personnel policies and to provide you with general guidance only. We reserve the right to change these policies at any time, and without notice, and will endeavor to advise employees of those changes in a reasonable timeframe.

This form is to acknowledge that through the Paycom Employee Self Service Portal, I have received a copy of the Guadalupe Educational System Employee Handbook, dated January 1, 2019, to read in order to fully understand my privileges and obligations as an employee with Guadalupe Educational System and that if any of these policies are unclear to me in any way, I understand that I should consult the Building Principal or Human Resources Department.

I became an employee at Guadalupe Educational System voluntarily. I understand and acknowledge that there is no specified length to my employment at Guadalupe Educational System and that my employment is "at-will". I understand and acknowledge that "at-will" means that I may terminate my employment at any time, with or without cause or advance notice. I also understand and acknowledge that "at-will" means that Guadalupe Educational System may terminate my employment at any time, with or without cause or advance notice, as long as they do not violate federal or state laws. No employee has a contract of employment unless expressly agreed to in writing and signed by the Superintendent.

I understand and acknowledge that this handbook is not a contract of employment or a legal document. I have received the handbook and I understand that it is my responsibility to read and follow the policies contained in this handbook and any changes made to it.

EMPLOYEE'S NAME (printed):

EMPLOYEE'S SIGNATURE:

DATE: