

Robert F. Kennedy Charter School



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STAFF HANDBOOK

Robert F. Kennedy Charter School

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1.02 EMPLOYEE WELCOME MESSAGE

Welcome!

On behalf of your colleagues, I welcome you to the Robert F. Kennedy Charter School (RFK) and wish you every success here.

We believe that each employee contributes directly to RFK's growth and success, and we hope you will take pride in being a member of our team.

This handbook was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the employee handbook as soon as possible, for it will answer many questions about employment with RFK.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Sincerely,

Robert D. Baade

Director

Robert F. Kennedy Charter School

1.03 ORGANIZATION DESCRIPTION

I. Who we are

Robert F. Kennedy Charter School (RFK) is made up of a group of individuals committed to providing quality educational experiences for students who were not well served in the traditional educational setting. We serve students in grades 6-12 in two locations. Our primary focus is on students living in the south valley and south west mesa, though we welcome any students.

II. Facilities and Location(s)

Robert F. Kennedy Charter School is located in Albuquerque, Bernalillo County, New Mexico. The high school is located at 4300 Blake Rd. SW, serving grades 9-12. The middle school, serving 6-8 grades, is located at 1021 Isleta Rd. S.W.

III. Organizational Structure

An autonomous public school authorized by the APS Board of Education overseen by the New Mexico Public Education Department and compliant with all regulations. RFK is directed by a Governance Counsel comprised of seven to eleven members of the community which maintains fiduciary responsibilities and for hiring school director, with the Director of RFK, managing and directing its operational activities. The Director is an ex-officio member of the Governance Counsel.

An Organizational Chart appears at the end of this section of the handbook.

IV. Our Mission

Robert F. Kennedy Charter School is a public school whose mission is to provide a safe, positive learning environment. With high expectations, mutual respect and community support, each student will develop the abilities, skills, and knowledge to earn a high school diploma.

RFK envisions empowering students to be resilient, contributing participants in our changing global society. How we accomplish our mission is as important as the mission itself. The following basic values are fundamental to RFK, and are expected to be values held by all RFK employees.

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VI. Our Values

Robert F. Kennedy Charter School values the ability to provide:

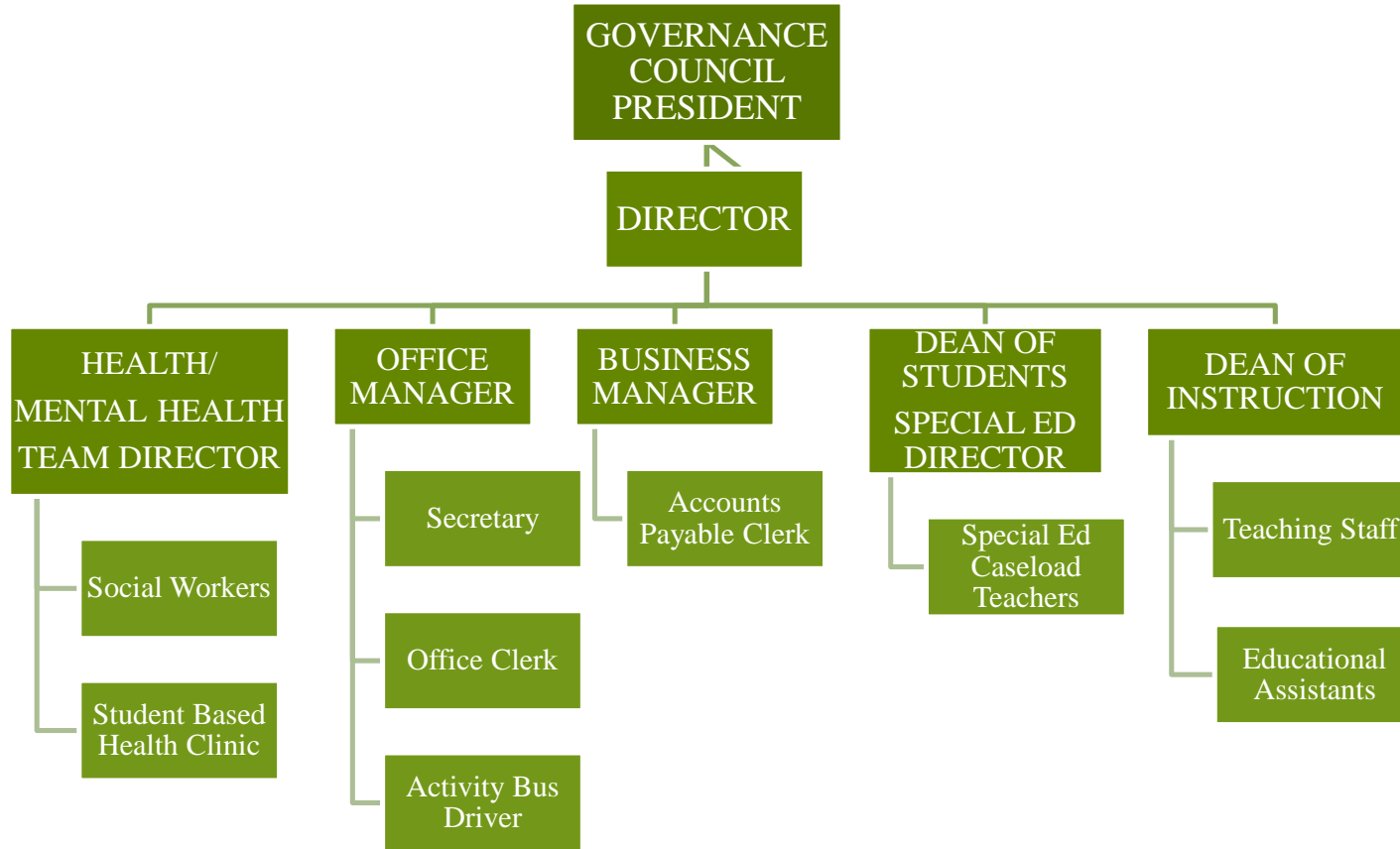
- A pupil to teacher ratio of 23 to one.
- Mentoring for all students.
- A safe and consistent place to learn.
- Collaboration with our community and community agencies.
- An innovative non-traditional curriculum, schedule, and teaching strategy responsive to real student needs.
- Reinforcement of each student's self-worth, through participatory "ownership" in RFK curriculum and experience.
- The Curriculum is asset driven because the students' community and family are valued; and the students' heritage, culture, and neighborhood are also valued.

VII. Goals

The goals of Robert F. Kennedy Charter School are:

- To provide a balance of educational, developmental, and career opportunities designed to assist students to graduate at a rate equal to or higher than that in the Albuquerque Public School District as a whole;
- To establish standards for graduation that are higher than those established by the NM Public Education Department but are equal to APS;
- To establish a program that permits students to receive the individualized attention that varied learning styles demand.

RFK CHARTER SCHOOL
ORGANIZATIONAL CHART



Robert F. Kennedy Charter School

1.04 INTRODUCTORY STATEMENT

Revised Date: 08/06/2015

This handbook is designed to acquaint you with Robert F. Kennedy Charter School (RFK) and to provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. These policies and procedures supersede all prior policies and procedures. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by RFK to benefit employees. Our objective is to provide a work environment that is conducive to both personal and professional growth.

These policies are intended to be guidelines rather than expressed or implied contracts with employees. No employee handbook can anticipate every circumstance or question about policy. As RFK continues to grow the need may arise, and the Director reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as he/she deems appropriate, in his/her sole and absolute discretion. The only exceptions to any changes are our employment-at-will policy, permitting you or RFK to end our relationship for any reason at any time. Employees will, of course, be notified of such changes to the handbook as they occur.

No one other than the Director and the RFK Governance Counsel, referred to throughout this document as RFK, has the authority to enter into any agreement, oral or written, with any individual, for employment for any specified period of time. Any such agreement with the Director or RFK Governance Counsel must be an individual agreement in writing and signed by you and the appropriate executing parties. No one has the authority to make verbal statements of any kind which are legally binding on Robert F. Kennedy Charter School.

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1.05 EMPLOYEE ACKNOWLEDGEMENT FORM

Revised Date: 08/06/2015

The employee handbook describes important information about Robert F. Kennedy Charter School (RFK), and I understand that I should consult the Director or the Director's designee regarding any questions not answered in the handbook. I have entered into my employment relationship with the Robert F. Kennedy Charter School voluntarily and acknowledge that there is no specified length of employment, unless under specific written and executed contractual agreement. Accordingly, absent such specific written and executed contractual agreement, either I or RFK can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state laws.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Director has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

EMPLOYEE'S NAME (printed)

EMPLOYEE'S SIGNATURE

DATE: _____

DIRECTOR/DESIGNEE

DATE RECEIVED: _____

Robert F. Kennedy Charter School

1.06 STUDENTS, FAMILIES, AND COMMUNITY RELATIONS

Revised Date: 08/06/2015

The students, their families, and the community are among our organization's most valuable assets and are partners in our quest for quality. Every employee represents Robert F. Kennedy Charter School (RFK) to our community and to the public. The way we perform our jobs presents an image of our entire organization. Our students and their families, the Governance Counsel, and the community judge all of us by how they are treated with each employee contact. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to each person with whom you meet as you perform all aspects of your position.

Individuals who wish to lodge specific comments or complaints concerning RFK or its employees should be directed to the Director for appropriate action. Our personal contact with the public, our manners on the telephone, and the communications we send are a reflection not only of ourselves, but also of the professionalism of RFK. Positive relations not only enhance the public's perception of RFK, but also reflect the values and mission of the organization and its employees.

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2. EMPLOYMENT

2.01 NATURE OF EMPLOYMENT

Effective Date: 08/06/2015

Employment with Robert F. Kennedy Charter School (RFK) is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, RFK may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal and state law. Where applicable, both RFK and employed parties must abide by contractual agreements and policies in ways that ensure that rights, obligations, and contracts have not been violated.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between RFK and any of its employees. The provisions of the handbook have been developed at the discretion of the Director and, except for its policies of employment-at-will, may be amended or cancelled at any time. However, such decisions and revisions shall be made and the Governance Council shall be informed at an open meeting of that governance council.

These provisions supersede all existing policies and practices.

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2.02 EMPLOYEE RELATIONS

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to the Director.

Our experience has shown that when employees deal openly and directly with each other, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that RFK amply demonstrates its commitment to employees by responding effectively to employee concerns.

Refer to Conflict Resolution Policy 8.11 for further detail.

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2.03 EQUAL EMPLOYMENT OPPORTUNITY

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) abides by state and federal laws dealing with equal employment opportunity. Therefore, in order to provide equal employment and advancement opportunities to all individuals, employment decisions at RFK will be based on merit, qualifications, and abilities. RFK does not discriminate in employment opportunities or practices on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, or any other characteristic protected by law.

RFK will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship that state and federal laws recognize as unjust. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of the Director. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment. (See Policy 8.11.)

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2.04 BUSINESS ETHICS AND CONDUCT

Effective Date: 08/06/2015

The successful operation and reputation of Robert F. Kennedy Charter School (RFK) is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of professional conduct and personal integrity.

The continued success of RFK is dependent upon our community's trust, and we are dedicated to preserving that trust. Employees owe a duty to RFK, its students and their families, their fellow employees, and the community to act in a way that will merit the continued trust and confidence of the public.

RFK will comply with all applicable laws and regulations and expects its directors, managers, professional staff, certified and non-certified employees to conduct themselves in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the Director for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every RFK employee. Disregarding or failing to comply with this standard of ethics and conduct could lead to disciplinary action, up to and including possible termination of employment. (See Policy 8.11)

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2.05 NEPOTISM

Effective Date: 08/06/2015

The employment of relatives or individuals involved in a dating relationship in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage, including but not limited to a spouse, child, step-child, father, mother, brother, sister, first cousin, aunt, uncle, nephew, niece, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-brother, step-sister, half-brother, and half-sister.

A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual "romantic" or sexual relationship. This policy applies to all employees without regard to the gender or sexual orientation of the individuals involved.

Relatives of current employees may not occupy a position that will be working directly for or supervising their relative. Individuals involved in a dating relationship with a current employee may also not occupy a position that will be working directly for or supervising the employee with whom they are involved in a dating relationship. Robert F. Kennedy Charter School also reserves the right to take prompt action if an actual or potential conflict of interest arises involving relatives or individuals involved in a dating relationship who occupy positions at any level (higher or lower) in the same line of authority that may affect the review of employment decisions.

If a relative relationship or dating relationship is established after employment between employees who are in a reporting situation described above, it is the responsibility and obligation of the supervisor involved in the relationship to disclose the existence of the relationship to management. The individuals concerned will be given the opportunity to decide who is to be transferred to another available position. If that decision is not made within ten calendar days, the Director and/or RFK Governance Counsel will decide who is to be transferred or, if necessary, terminated from employment.

In other cases where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment. Employees in a close personal relationship should refrain from public workplace displays of affection or excessive personal conversation.

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2.06 CONFLICTS OF INTEREST

Effective Date: 08/06/2015

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which Robert F. Kennedy Charter School (RFK) wishes to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the Director or Director's designee for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of RFK. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either the employer, the employee, or both. Any plans that could be interpreted to involve unusual gain require specific executive-level approval.

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 for that employee or for a relative as a result of RFK's business dealings. For the purposes of this policy, employees and Governance Counsel Members are prohibited from participating directly or indirectly in a procurement without full disclosure to the Procurement Officer when the individual knows that he/she or any member of the employee's immediate family has a financial interest in the business seeking or obtaining a contract.

"Contract" means any agreement for the procurement of items of tangible personal property, services, or construction. "Immediate family" (NMSA22-5-6: family is defined as a spouse, children, parents, brother, or sister.)

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose the existence of any actual or potential conflict of interest to the Director or Director's designee as soon as possible so that safeguards can be established to protect all parties. The Director is responsible for making any decisions about the possible contract, and will err on the side of caution in its determination of whether there is a conflict of interest.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which RFK does business, but also when an employee or relative receives any financial benefit, substantial gift, or special consideration as a result of any transaction or business dealings involving RFK.

In addition, this policy prohibits an employee of RFK who is participating directly or indirectly with the procurement process to become, or to be, the employee of any person or business contracting with RFK while employed with the school.

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2.07 OUTSIDE EMPLOYMENT

Revised Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) recognizes that many employees are employed outside their professional relationship with RFK (e.g., music instructors with private music students or positions with an orchestra). Employees who hold outside jobs are encouraged to notify the Director as soon as possible. Outside employment is not prohibited by RFK, employees may do so as long as the employee meets their contractual commitments with the RFK. All employees will be judged by the same performance standards and will be subject to RFK's scheduling demands, regardless of any existing outside work requirements.

If RFK determines that an employee's outside work interferes with performance or the ability to meet the requirements of RFK, as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with RFK.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside RFK for materials produced or services rendered while performing their jobs with RFK. Employees in violation of conflict of interest policies will be subject to disciplinary action, up to and including termination of employment. (See Policy 8.11)

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2.08 NON-DISCLOSURE

Effective Date: 08/06/2015

The protection of confidential information is vital to the interests of Robert F. Kennedy Charter School. Such confidential information includes, but is not limited to, the following examples:

- student and family information
- personnel issues
- student or employee medical information
- background check results
- drug and alcohol test results

All employees will abide by the confidentiality requirements set forth by their respective funding sources and the Family Education Rights and Privacy Act. Supervisors will provide training to all pertinent employees regarding these requirements.

Employees who are exposed to confidential information may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose confidential information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information. (See Policy 8.11)

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2.09 DISABILITY ACCOMMODATION

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

RFK is committed to hiring procedures that provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodation is available to all disabled employees in order to provide working conditions that enable full performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well to equal access as in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. Leave of all types will be available to all employees on an equal basis.

RFK is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. RFK will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. RFK is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

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2.10 JOB POSTING AND EMPLOYEE REFERRALS

Effective Date: 08/06/2015

Job openings will be posted on the employee bulletin board and normally remain open for 10 working days. Each job posting notice will include the dates of the posting period, job title, location, grade level, job summary, essential duties, and qualifications (required skills and abilities).

Robert F. Kennedy Charter School (RFK) provides employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. To be eligible to apply for a posted job, employees must have performed competently for at least six months in their current position. Employees who have a written warning on file, or are on probation or suspension are not eligible to apply for posted jobs. Eligible employees can only apply for those posted jobs for which they possess the required skills, competencies, and qualifications. (See Policy 3.9.)

Job posting is a way to inform employees of openings and to identify qualified and interested applicants who might not otherwise be known to the hiring manager. Other recruiting sources may also be used to fill open positions in the best interest of the organization.

RFK also encourages employees to identify friends or acquaintances that are interested in employment opportunities and refer qualified outside applicants for posted jobs. Employees should obtain permission from the individual before making a referral, share their knowledge of the organization, and not make commitments or oral promises of employment.

RFK will contact the referral to request that the individual become part of the regular applicant pool, to be assessed equitably with other candidates.

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2.11 ENTERTAINMENT OR GIFTS

Effective Date: 08/06/2015

Robert F. Kennedy Charter School considers it a conflict of interest for an employee to accept gifts or entertainment from a vendor, student, or a student's parents of more than \$20.00 in value without the prior written approval of the Director.

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2.12 EMPLOYEE BACKGROUND CHECKS

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) believes that the safety of children is a fundamental responsibility of any family, community, or government. Background checks serve to ascertain that the minimum standards of character as published in Federal law are adhered to and in force.

In accordance with § 22-10-3.3 NMSA 1978, 1997 Supplement, background checks are required for all RFK positions and are a condition of employment for new-hires and re-hires, as well as contractors or a contractor's employee with unsupervised access to students. Individual employees are responsible for any associated fees, but RFK may, on an equitably applied sliding scale basis, opt to assist with the fees. In accordance with the Act, records and related information shall be privileged and shall not be disclosed to unauthorized personnel or individuals.

Employees can request further information on background check requirements and procedures from the Director or the Administration Office.

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3. EMPLOYMENT STATUS AND RECORDS

3.01 EMPLOYMENT CATEGORIES

Effective Date: 01/01/2015

It is the intent of Robert F. Kennedy Charter School (RFK) to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and RFK.

Each employee is designated as either NONEXEMPT or EXEMPT from Federal and State wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of Federal and State wage and hour laws. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by RFK management.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL-TIME employees are those who are not in a temporary or introductory status and who are regularly scheduled to work 30 hours or more a week. Generally, they are eligible for RFK's benefit package, subject to the terms, conditions, and limitations of each benefit program. Regular full-time employee status includes:

- Year-round employees
- School term employees
- Hourly employees (Note: employment is at-will and not guaranteed)

PART-TIME employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 30 hours per week. Part-time employees working 20 or more hours per week receive all legally mandated benefits and are eligible for all of RFK's other benefit programs. Part-time employees working less than 20 hours per week receive all legally mandated benefits but are not eligible for RFK's other benefit programs.

INTRODUCTORY employees are those whose performance is being evaluated during their first 90 days to determine whether further employment in a specific position or with RFK is appropriate. Employees who satisfactorily complete the introductory period will be notified of their new employment classification. (See Policy 3.5)

See Policy 3.10 for further information on contracts.

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3.02 ACCESS TO PERSONNEL FILES

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of RFK, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the school who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Director or the Office Manager and schedule a mutually agreeable time to review their files. Employees may review their own personnel files in RFK's administrative offices and in the presence of an individual appointed to maintain RFK files or the Director's designee.

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3.03 EMPLOYMENT REFERENCE CHECKS

Effective Date: 08/06/2015

To ensure that individuals who join Robert F. Kennedy Charter School (RFK) are well qualified and have a strong potential to be productive and successful, it is the policy of RFK to check the employment references of all applicants.

The Director will respond to all reference check inquiries from other employers. Responses to such inquiries will be limited to factual information that can be substantiated by RFK's records. Employees who wish specific employment data to be released may notify the Director in writing.

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3.04 PERSONNEL DATA CHANGES

Effective Date: 08/06/2015

It is the responsibility of each employee to promptly notify Robert F. Kennedy Charter School (RFK) of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify the Administration Office.

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3.05 INTRODUCTORY PERIOD

Effective Date: 01/01/2015

All new and rehired employees work on an introductory basis for the first 90 days after their date of hire. This introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The introductory period is an extension of the examining or appointment process, during which a careful review is made to evaluate employee capabilities, work habits, and overall performance. This introductory period will serve to evaluate the employee against the standards of professional conduct and behavior that Robert F. Kennedy (RFK) demands of all its employees. Either the employee or RFK may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

Any significant absence that is approved by RFK will automatically extend an introductory period by the length of the absence. If RFK determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period at the Director's discretion.

Upon satisfactory completion of the initial introductory period, background/criminal check, and completion of all necessary forms for employment, employees enter either the regular full-time or part-time employment classification.

During the initial introductory period, new employees are eligible for those benefits that are required by law. They may also be eligible for other RFK-provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements and contact the Administrative Office with any questions.

Robert F. Kennedy Charter School

3.06 EMPLOYMENT APPLICATIONS

Effective Date: 08/06/2015

Robert F. Kennedy Charter School relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

Robert F. Kennedy Charter School

3.07 PERFORMANCE EVALUATION

Effective Date: 08/06/2015

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted one week before the end of an employee's initial period in any new position. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

In compliance with the laws of the State of New Mexico (see §22-10-31, NMSA 1978 [1988 Supp.]), each employee of Robert F. Kennedy Charter School shall have at least one performance review per contract year, or fiscal year for year-long employees, one of which will be a formal evaluation. Supervisors are encouraged to provide continual feedback throughout the year. The final performance evaluation must be completed 30 days before the end of the contract year or fiscal year.

Robert F. Kennedy Charter School

3.08 WAGE SCALE AND CONTRACT POSITIONS

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) maintains wage scales for classified personnel. New employees shall be appropriately placed on the wage scale according to training and allowable experience. RFK reserves the right to adjust wage scales as changing economic circumstances warrant.

Flexibility is available to provide additional compensation to help meet essential staffing requirements, subject to Director's approval. This additional compensation may be approved where staffing needs are caused by environmental/working conditions and/or higher pay rates for comparable levels of work in the State of New Mexico.

Robert F. Kennedy Charter School

3.09 INTERNAL PREFERENCE FOR ADVANCEMENT

Effective Date: 08/06/2015

Open positions within Robert F. Kennedy Charter School (RFK) will be advertised internally in addition to the required external posting. All regular employees who have completed their introductory period and have been employed by RRFK for at least 6 months are eligible to use the Job-Posting Application Form in order to request consideration for a position that would constitute a growth opportunity.

To apply for an open position, employees should submit a job posting application to the Director listing job-related skills and accomplishments. It should also describe how their current experience with RFK and prior work experience and/or education qualify them for the position.

RFK recognizes the benefit of developmental experiences and encourages employees to talk with their supervisors about their career plans. Supervisors are encouraged to support employees' efforts to gain experience and advance within the organization. When appropriate, an applicant's supervisor may be contacted to verify performance, skills, and attendance. Any staffing limitations or other circumstances that might affect a prospective transfer may also be discussed.

If these employees meet the qualifications for the open position, they will be given preference to interview for the position.

Robert F. Kennedy Charter School

3.10 CONTRACTS AND AGREEMENTS

Effective Date: 01/01/2015

In addition to the standard Employee Status classifications as discussed in policy 3.01, Robert F. Kennedy Charter School (RFK) also retains employees on a contractual basis. RFK recognizes three types of contracts and agreements:

- **Year-Round Contract** -- This contract runs one year from the date of appointment, except for the initial contract, which will terminate on June 30 of the contract year, resulting in any future contracts beginning on July 1 of each succeeding year. Full time, year-round employees will work the normal work year based on the approved school calendar.
- **School Term Contract** -- This contract will be for the school term or that portion remaining of the current school term. An employee who is hired after the beginning of the school term will be in paid status beginning with the employee's first day of work through the final day of the contract.
- **Short-Term Contract** – Short-term contracts may be made when hiring employees for less than one full contract. The short-term contract may be extended only for the duration of the current school term or fiscal year.

Robert F. Kennedy Charter School

3.11 NON-RENEWAL OF CONTRACT

Effective Date: 01/01/2015

A decision by the Director, in the exercise of his/her discretion, not to renew a year-round contract or a school-term contract is not subject to the performance evaluation procedure, the grievance procedure, the termination procedure, or the reduction-in-force procedure.

Robert F. Kennedy Charter School

3.12 REDUCTION IN FORCE (RIF)

Effective Date: 08/06/2015

The Director is vested with the discretion to determine the educational program of Robert F. Kennedy Charter School (RFK). The Director, in its discretion, may revise the educational program or decrease the number of employees of RFK at any time and is solely vested with the discretion to determine when decreased enrollment, financial exigency or other causes justify a reduction in personnel. The director shall present the reduction in force plan to GC for approval. The Governance Counsel shall exercise its discretion in good faith, and determinations that reduction-in-force is necessary.

Robert F. Kennedy Charter School

4. EMPLOYEE BENEFIT PROGRAMS

4.01 EMPLOYEE BENEFITS

Effective Date: 08/06/2015

Eligible employees at Robert F. Kennedy Charter School (RFK) are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Programs explained in this Employee Handbook are referenced by policy number.

The following benefit programs are available to eligible employees:

- Annual Leave (Paid Time Off, Policy 4.2)
- Sick Leave Benefits (Paid Time Off, Policy 4.2)
- Holidays(Policy 4.03)*
- Health, Dental and Vision Insurance (Policy 4.6)
- Benefits Continuation (COBRA) (Policy 4.7)
- Educational Assistance (Policy 4.8)
- Workman's Compensation Insurance (Policy 4.9)
- Bereavement Leave (Policy 4.10)
- Jury Duty/Witness Leave (Policies 4.11, 4.12)
- Life Insurance (Policy 4.13)
- Long-term Disability (Policy 4.14)
- Retirement Plan (Policy 4.15)
- Occupational Disability or Injury Leave (Policy 4.16)
- Professional Development Leave (Policy 4.17)
- Family Medical Leave (Policy 7.1)
- Unpaid Personal Leave (Policy 7.2)
- Educational Leave (Policy 7.3)
- Military Leave (Policy 7.4)

**Holiday pay will not be provided while the employee is on unpaid leave of absence.*

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4.02 PAID TIME OFF (ANNUAL LEAVE/SICK LEAVE)

Effective Date: 01/01/2015

Robert F. Kennedy Charter School (RFK) believes that employees should have opportunities to enjoy time away from work to help balance their lives. RFK recognizes that employees have diverse needs for time off from work. RFK has established this Paid Time Off (PTO) policy to meet their needs. The policy is inclusive containing provisions for vacation time and sick leave. The benefits of PTO are that it promotes a flexible approach to time off. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, or other needs that require time off from work.

PROCEDURE:

Eligibility

PTO accrual begins upon hire or transfer into a benefit eligible position. Eligible employees must be scheduled to work at least 20 hours per week on a regular basis. Employees working less than 20 hours per week on a regular basis, on-call, and temporary employees are not eligible to accrue PTO.

Availability

PTO accruals are available for use in the pay period following the accrual.

Accrual and Payment of PTO

Accruals are based upon paid hours excluding overtime, eligible employee's accruals are based upon the employee's contract. Employee's working less than 40 hours per week and at least 20 hours per week will earn PTO hours on a pro-rated basis. PTO does not accrue on unpaid leaves of absence.

Year round employees (July 01 – June 30): 12 days accrued annually
School-Term employees (i.e., faculty): 11 days accrued annually

Use and Scheduling of PTO

Whenever possible, PTO must be scheduled in advance for time off for vacations, personal leave appointments or other foreseeable reasons. PTO is subject to supervisory approval, RFK staffing needs and established departmental procedures. Unscheduled absences will be monitored. An employee will be counseled when the frequency of unscheduled absences adversely affect RFK operations. The Director may request the employee provide a statement from their health care provider at any time concerning the justification for an unscheduled absence. PTO may not be used for missed time because an employee reports late to work, except during inclement weather. PTO is paid at the employee's straight time rate. PTO is not part of any overtime calculation. Employees are required to use available PTO when taking time off from work with the exception of a company-required absence due to low workload or absences occasioned by the company. PTO may be taken in increments as low as ¼ of an hour. Employees may not borrow against their PTO banks; therefore, no advance leave will be granted. When PTO is used, an employee is

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required to request advance approval of PTO hours according to his/her regularly scheduled workday. For example, if an employee works a 6-hour day, he/she would request 6 hours of PTO when taking that day off.

Eligible employees who anticipate an absence from employment related to the serious health condition of a child, spouse, parent, or themselves that will extend longer than 10 sick days should refer to Policy 7.1, Family Medical Leave (FMLA), and Policy 4.14, Long-term Disability, in this employee handbook.

Cash Out

When school budget allows PTO cash out will be considered at the end of each school year with the following approved process. After 1 year of service, employees are eligible to participate in the cash out program. The program allows for a maximum of 5 days to be requested each year. Leave balances remaining reserve must be equivalent to at least one week. Eligible employees for the cash out program are required to submit a memo to the Director indicating the number of hours to be cashed out.

Employees having worked at least one year who leave RFK due to retirement or resignation, may also participate in the cash out program, to be paid with the final paycheck pursuant to the process and limitations stated above.

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4.03 HOLIDAYS

Effective Date: 01/01/15

A list of paid holidays for Year Round employees will be published at the beginning of each contract year. Full-time, year-long employees have 11 paid holidays per contract year. Typically, Robert F. Kennedy Charter School (RFK) will grant holiday time off to all employees on state or federally recognized holidays listed below:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4 – refer to school calendar)
- Labor Day (first Monday in September)
- Veterans' Day (November 11)
- Thanksgiving (fourth Thursday and Friday in November)
- Winter Break (Dec 24 and Dec 25)

In addition, the school will abide by state and local regulations regarding snow make-up days.

If a recognized holiday falls during an eligible employee's paid absence (such as Paid Time Off), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. However, ***holiday pay will not be provided while employee is on unpaid leave of absence.***

Paid time off for holidays will be not be counted as hours worked for the purposes of determining whether overtime pay is owed.

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4.04 SICK LEAVE POLICY

Effective Date: 08/06/2015

Sick leave benefits fall under the Paid time Off Policy, 4.2.

All eligible employees who are unable to report to work due to illness or injury are expected to call the school no later than 7:00 a.m. Failure to give proper notice may result in leave without pay. The school must also be contacted on each additional day of absence. If employees have persistent absences, they will be counseled by a supervisor and may be requested to provide documentation of the illness. Before returning to work from a sick leave absence of 5 calendar days or more, an employee may be required to provide a physician's verification that he or she may safely return to work.

Eligible employees who anticipate an absence from employment related to the serious health condition of a child, spouse, parent, or themselves that will extend longer than 10 days should refer to Policy 7.1, Family Medical Leave (FMLA), and Policy 4.14, Long-term Disability, in this employee handbook.

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4.05 HEALTH INSURANCE

Effective Date: 01/01/2015

Robert F. Kennedy Charter School's (RFK) health insurance plan provides employees access to medical, dental and vision insurance benefits effective their first day of employment. RFK contributes to the cost of coverage according to the negotiated agreements each year. Contact the business office for the current rate of RFK support.

Employees in the following employment classifications are eligible to participate in the health insurance plan:

- Regular full-time employees
- Part-time employees working 20 or more hours per week

Spouses and/or dependents may be added to this coverage according to the current benefits scale. Eligible employees may participate in the health plan subject to all terms and conditions of the agreement between RFK and the insurance carriers.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation Policy 4.7 for more information.

Details of the health insurance plan are described in the Summary Plan Description (SPD) along with the cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Business Office for more information about health insurance benefits.

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4.06 BENEFITS CONTINUATION (COBRA)

Effective Date: 08/06/2015

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Robert F. Kennedy Charter School's (RFK) health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at RFK's group rates plus an administration fee. RFK provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under RFK's health insurance plan. The notice contains important information about the employee's rights and obligations. RFK abides by all federal regulations regarding COBRA.

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4.07 EDUCATIONAL ASSISTANCE

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) recognizes that the skills and knowledge of its employees are critical to the success of the organization. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within RFK.

The Director has the discretion to pay for staff development activities, such as workshops, classes or training programs for employees according to budgetary guidelines approved by the Governance Counsel. RFK is authorized to provide educational assistance to all eligible employees immediately upon assignment to an eligible employment classification. To maintain eligibility, employees must remain on the active payroll and be performing their job satisfactorily through completion of each course or educational activity. Employees in the following employee classification(s) are eligible for educational assistance:

- All regular, full-time employees

Individual courses or courses that are part of a degree, licensing, or certification program must be related to the employee's current job duties or a foreseeable future position in the organization in order to be eligible for educational assistance. RFK has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable future position. Employees should contact the Director or the Office Manager for more information or questions about educational assistance.

While educational assistance is expected to enhance employees' performance and professional abilities, RFK cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

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4.08 WORKERS' COMPENSATION INSURANCE

Effective Date: 01/01/2015

Robert F. Kennedy Charter School (RFK) provides a comprehensive Workers' Compensation Insurance Program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither RFK nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by RFK. Nor shall RFK or the insurance carrier be liable for payment of workers' compensation in the event that the injury to the employee was occasioned by the intoxication and/or impairment of the employee or willfully suffered by the employee or intentionally inflicted by the employee.

Workers' Compensation Recipients

The provision for substituting an employee's paid leave as detailed in the FMLA Policy 7.1 does not apply to a workers' compensation absence. However, RFK may not deny use of accrued paid leave to an employee who is on FMLA leave and receiving workers' compensation benefits.

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4.09 BEREAVEMENT LEAVE

Effective Date: 08/06/2015

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. Employees may apply to use PTO benefits or unpaid time off to attend the funeral and make any necessary arrangements associated with the death.

Robert F. Kennedy Charter School defines "immediate family" as the employee's spouse, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

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4.10 JURY DUTY

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees may request up to two weeks of paid jury duty leave over any one year period.

Employees may choose to receive pay from RFK or from the court. If employees choose to be paid during jury duty, pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. RFK will deduct from the appropriate paycheck a sum equal to that received by the employee for service to the court, less any mileage received.

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off benefits, may request an unpaid jury duty leave of absence, or apply to the Director for assistance from the PTO Donation Fund.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either RFK or the employee may request an excuse from jury duty if, in RFK's judgment, the employee's absence would create serious operational difficulties.

RFK will continue to provide health insurance benefits for the full term of the jury duty absence.

Vacation, sick leave, and holiday benefits will continue to accrue during jury duty leave.

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4.11 WITNESS DUTY

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) encourages employees to appear in court for witness duty when subpoenaed to do so.

If employees have been subpoenaed or otherwise requested to testify as witnesses by RFK, they will receive paid time off for the entire period of witness duty.

Employees will be granted a maximum of 4 hours of paid time off to appear in court as a witness at the request of a party other than RFK. Employees will be paid at their base rate and are free to use available PTO benefits to receive compensation for any period of witness duty absence that would otherwise be unpaid. For paid witness duty calculations, RFK will deduct from the appropriate paycheck a sum equal to that received by the employee for service to the court, less any mileage received.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

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4.12 LIFE INSURANCE

Effective Date: 01/01/2015

Life insurance offers you and your family important financial protection. Robert F. Kennedy Charter School (RFK) offers a basic term life insurance plan. Employees may participate in the life insurance plan subject to all terms and conditions of the agreement between RFK and the insurance carrier.

Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description provided to eligible employees. Contact the Business Office for more information about life insurance benefits.

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4.13 LONG-TERM DISABILITY

Effective Date: 01/01/2015

Robert F. Kennedy Charter School (RFK) offers a Long-term Disability (LTD) benefits plan to help eligible employees cope with an illness or injury that results in a long-term absence from employment. LTD is designed to ensure a continuing income for employees who are disabled and unable to work.

Employees in the following employment classifications are eligible to participate in the LTD plan:

- Regular full time employees
- Part-time employees working 20 or more hours per week

Eligible employees may participate in the LTD plan subject to all terms and conditions of the agreement between RFK and the insurance carrier. Eligible employees may begin LTD coverage after a disability six (6) months.

Details of the LTD benefits plan, including benefit amounts, limitations, and restrictions are described in the Summary Plan Description provided to eligible employees. Contact the Business Office for more information about LTD benefits.

Workers' Compensation Recipients

The provision for substituting an employee's paid leave does not apply to a workers' compensation absence. However, the RFK may not deny use of accrued paid leave to an employee who is on FAMILY MEDICAL leave and receiving workers' compensation benefits.

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4.14 RETIREMENT PLAN

Effective Date: 01/01/2015

Robert F. Kennedy Charter School (RFK) participates in the State of New Mexico Educational Retirement Act (“ERA”) administered by the Educational Retirement Board (“ERB”).

Eligible employees participate in the Retirement Plan subject to all terms and conditions of the plan.

Complete details of the ERA can be obtained through the Business Office or from the New Mexico Educational Retirement Board.

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4.15 OCCUPATIONAL DISABILITY OR INJURY LEAVE

Effective Date: 08/06/2015

An employee injured in the course of employment will be granted occupational or injury leave. Such leave will extend for such time, as the employee is unable to return to work but in no event to extend beyond one month unless expressly authorized by the Director. During such injury leave, the school shall pay for seven (7) workdays. Thereafter, the workman's compensation insurance shall pay for the employee's disability. Continued payment is based on recommendation from the employee's physician that he/she is still unable to return to work. However, if upon investigation, a determination is made that negligence on the part of the employee contributed to the cause of the accident, no benefits will be paid and any paid benefits must be returned.

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5. TIMEKEEPING/PAYROLL

5.01 TIMEKEEPING

Effective Date: 08/06/2015

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and State laws require Robert F. Kennedy Charter School (RFK) to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

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5.02 PAYDAYS

Effective Date: 01/01/2015

All employees are paid Bi-weekly. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off such as a holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

Robert R. Kennedy Charter School (RFK) requests employees to have pay directly deposited into their bank accounts. If they do not have means for direct deposit, the employee will be given 60 days to make arrangements. Employees will receive an itemized statement of wages when RFK makes direct deposits.

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5.03 EMPLOYMENT TERMINATION

Effective Date: 01/01/2015

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Reduction In Force (RIF)
- Non-Renewal of Year-round Contracts and School-Term Contracts (see §22-10-12 NMSA 1978, School Personnel Act, Notice of Reemployment; termination).
- Resignation - voluntary employment termination initiated by an employee.
- Discharge - involuntary employment termination initiated by the organization (see §22-10-14 NMSA 1978, School Personnel Act, Termination decisions; local school board; governing authority of a state agency; procedures).
- Retirement - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Robert F. Kennedy Charter School (RFK) will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to RFK, or return of school-owned property. Suggestions, complaints, and questions can also be voiced.

Since employment with RFK is based on mutual consent, both the employee and RFK have the right to terminate employment at will, with or without cause, at any time. Employees will receive their final pay in accordance with applicable state law.

Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

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5.04 ADMINISTRATIVE PAY CORRECTIONS

Effective Date: 01/01/2015

Robert F. Kennedy Charter School (RFK) takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Business Office so that corrections can be made as quickly as possible.

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5.05 PAY DEDUCTIONS AND SETOFFS

Effective Date: 08/06/2015

The law requires that Robert F. Kennedy Charter School (RFK) make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. The School also must deduct Social Security taxes on each employee's earnings up to a specified limit that is referred to as the Social Security "wage base." The School matches the amount of Social Security taxes paid by each employee.

RFK offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

RFK may also take pay setoffs out of payroll checks. Setoffs are deductions allotted to help pay off a debt or obligation to RFK or others, for example, court ordered child support.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, Office Manager can assist in having your questions answered.

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6. WORK CONDITIONS AND HOURS

6.01 SAFETY

Effective Date: 08/06/2015

Accident prevention is the responsibility of every Robert F. Kennedy Charter School (RFK) employee. Safety responsibility has to be the responsibility of each and every one. To assist in providing a safe and healthful work environment for employees, students, and visitors, Robert F. Kennedy Charter School has made workplace safety a top priority. The Office Manager has responsibility for implementing, administering, monitoring, and evaluating safety training, but its success depends on the alertness and personal commitment of all.

RFK provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Employees and supervisors receive periodic workplace safety training. This training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action according to Policy 8.11, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the Office Manager. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

For complete details, refer to the Robert F. Kennedy Charter School Safety Plan. Copies can be obtained from the Office Manager and/or the Administration Office.

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6.02 WORK SCHEDULES

Effective Date: 08/06/2015

Work schedules for employees vary throughout our organization. The Director or Director's designee will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

DUTY DAY

Exempt employees have no set workweek or hours, in accordance to the Fair Labor Standards Act. Specifically:

“Regular academic teachers; teachers of kindergarten or nursery school pupils or of gifted or handicapped children; teachers of skilled and semi-skilled trades and occupations; teachers engaged in automobile driving instruction; aircraft flight instructors; home economics teachers; and vocal or instrumental music instructors. Those faculty members who are engaged as teachers but also spend a considerable amount of their time in extracurricular activities such as coaching athletic teams or acting as moderators or advisers in such areas as drama, forensics, or journalism are engaged in teaching. Such activities are a recognized part of the school's responsibility in contributing to the educational development of the student.” [29 CFT § 541.301 (g)]

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6.03 USE OF PHONE AND MAIL SYSTEMS

Effective Date: 08/06/2015

Employees should practice discretion when making local personal calls and may be required to reimburse the school for any charges resulting from their personal use of the telephone. Long personal calls are best left to after hours. Employees will be asked to reimburse Robert F. Kennedy Charter School (RFK) for use of the telephone for long-distance and toll calls.

The use of RFK-paid postage for personal correspondence is not permitted.

To ensure effective telephone communications, employees should always use an appropriate greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

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6.04 SMOKING

Effective Date: 08/06/2015

In keeping with Robert F. Kennedy Charter School's (RFK) intent to provide a safe and healthful work environment, smoking is prohibited throughout the interior of the workplace. This is inclusive of all the facilities and the grounds occupied by or in use by RFK.

This policy applies equally to all employees, students, and visitors.

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6.05 REST AND MEAL PERIODS

Effective Date: 08/06/2015

All full-time employees are provided with one thirty minute meal period each workday. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

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6.06 OVERTIME FOR NON-EXEMPT EMPLOYEES

Effective Date: 08/06/2015

When operating requirements or other needs cannot be met during regular working hours, employees will be given the opportunity to volunteer for overtime work assignments. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all nonexempt employees in accordance with Federal and State wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action according to Policy 8.11, up to and including possible termination of employment.

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6.07 USE OF VEHICLES

Effective Date: 08/06/2015

Vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. Employees who drive Robert F. Kennedy Charter School vehicles for school business must do so in a safe and responsible manner.

RFK insurance covers employees who drive school vehicles. Annually RFK verifies each applicable employee's driver's license and submits the information to the insurance carrier. Employees are responsible to notify the Director immediately of any change in their driving status (such as DWI, moving violation, suspended licenses, etc.).

Please notify the Director or Director's designee if any vehicle appears to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Director can answer any questions about an employee's responsibility for maintenance and care of vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment. Certain violations, such as DWI, preclude the employee from driving department vehicles for five (5) years from the date of the violation.

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6.08 EMERGENCY CLOSINGS

Effective Date: 08/06/2015

At times, emergencies such as severe weather, fires, power failures, or natural or civil disaster, can disrupt operations. In extreme cases, these circumstances may require the closing of a work facility. In the event that such an emergency occurs during nonworking hours, KKOB-AM (770) will be asked to broadcast notification of the closing no later than 6:15 a.m.

In all cases, local conditions will prevail. All personnel should report to work regardless of conditions unless they are notified to the contrary by their supervisor and/or by announcement over the media. If any staff anticipate that they will be delayed or will be unable to report to work, their immediate supervisor must be notified for approval. When operations are officially closed due to emergency conditions, the time off from scheduled work will be unpaid up to 2 days a year. However, with supervisory approval, employees may use available paid leave time, such as unused vacation benefits.

In cases where an emergency closing is not authorized, employees who fail to report for work will not be paid for the time off. Staff prevented from reporting to work because of closed or impassable roads, etc. may charge to annual/personal leave those days missed due to the above. This absence must be documented and approved by the immediate supervisor and the Director. On a delayed start of the work day, personnel not able to present themselves at the starting time will be charged annual/personal leave or docked pay.

Custodians and maintenance personnel should report to work as close to their assigned time as possible, to assist the Director or Director's designee in making ready the buildings and facilities for school start.

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6.09 BUSINESS TRAVEL EXPENSES

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the immediate supervisor.

Employees whose travel plans have been approved should follow Federal government travel regulations.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by RFK. Employees are expected to limit expenses to reasonable amounts and to seek discounted fares for travel and lodging. RFK defines reasonable rates for meals in accordance with the NM Public Education Department, Department of Finance and Administration Rules and the Albuquerque Board of Education Memorandum on Per Diem. Expenses beyond reasonable rates will not be reimbursed.

Expenses that generally will be reimbursed include the following:

- Airfare or train fare for travel in coach or economy class or the lowest available fare.
- Car rental fees, only for compact or mid-sized cars.
- Fares for shuttle or airport bus service, where available; costs of public transportation for other ground travel.
- Taxi fares, only when there is no less expensive alternative.
- Mileage costs for use of personal cars, only when less expensive transportation is not available.
- Cost of standard accommodations in low to mid-priced hotels, motels, or similar lodgings.
- Cost of meals, no more lavish than would be eaten at the employee's own expense.
- Charges for telephone calls, fax, and similar services required for business purposes.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by the school may not be used for personal use without prior approval.

When travel is completed, employees should submit completed travel expense reports within 20 business days. Receipts must accompany all Reports for all individual expenses. In the case of hotel or airline bills, the actual hotel printout or airline receipt must accompany each expense report in addition to a credit card receipt or other proof of payment. Employee can expect to be reimbursed for expenses approximately 20 days after submitting your approved expense report for payment. If an employee has outstanding travel advances, additional advances will not be approved until expense reports are submitted.

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Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action according to Policy 8.11, up to and including termination of employment.

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6.10 VISITORS IN THE WORKPLACE

Effective Date: 08/06/2015

To provide for the safety and security of employees, students, and the facilities at Robert F. Kennedy Charter School (RFK), visitors are expected to abide by RFK policies. Visitors should be with their hosts at all times in order to help maintain safety standards, protect against theft, ensure security of equipment, protect confidential information, safeguard employee and student welfare, and avoid potential distractions and disturbances.

All visitors should proceed to the Administrative Office or designated class site to sign the visitor's log. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on RFK's premises, employees should direct the individual to the Administration Office or, if necessary, immediately notify their supervisor.

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6.11 COMPUTER AND E-MAIL USAGE

Effective Date: 08/06/2015

Computers, computer files, the e-mail system, and software furnished to employees are Robert F. Kennedy Charter School's (RFK) property and intended for school/business use. Employees should only access files that are directly related to their work responsibilities.

Robert F. Kennedy Charter School strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, RFK prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

In almost every case, e-mail may not be used for blanket solicitation for commercial ventures, religious or political causes, outside organizations, or other non-business matters. A possible exception to this constraint on employees' use of e-mail would be if employees were to notify others in the organization about legislation that might directly affect RFK. For all such solicitations, contact the Director for approval. In every case approved for blanket solicitation, individuals should be offered the option of being removed from further notices.

The school purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, RFK does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. RFK prohibits the illegal duplication of software and its related documentation.

Employees should notify the Director or any designated member of RFK's staff upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action according to Policy 8.11, up to and including termination of employment.

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6.12 INTERNET USAGE

Effective Date: 08/06/2015

Internet access to global electronic information resources on the World Wide Web is provided by Robert F. Kennedy Charter School (RFK) to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage. All Internet usage is limited to job-related activities. Personal use of the Internet is discouraged, but RFK recognizes that pressing personal needs sometimes occur during working hours. Employees should access the Internet for personal purposes only with discretion.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of RFK and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably be interpreted as derogatory and thus offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

To ensure a virus-free environment, no files may be downloaded from the Internet without prior authorization.

Abuse of the Internet access provided by RFK in violation of law or RFK policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Using the organization's time and resources for personal gain
- Stealing, using, or disclosing someone else's code or password without authorization
- Copying, pirating, or downloading software and electronic files without permission

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- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization
- Violating copyright law
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- Sending or posting messages or material that could damage the organization's image or reputation
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation
- Sending or posting chain letters or advertisements not related to business purposes or activities
- Using the Internet for any sort of gambling
- Sending or posting messages that disparage another organization's products or services
- Passing off personal views as representing those of the organization
- Sending anonymous e-mail messages
- Engaging in any other illegal activities

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6.13 WORKPLACE VIOLENCE PREVENTION

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, RFK has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during school hours, business hours or on its premises.

All employees, including supervisors and temporary employees, and students should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the grounds and all facilities of RFK without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a student, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor, Director, or any other designated staff or Governance Counsel member. This includes threats by employees, as well as threats by students, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. *Do not place yourself in peril.* If you see or hear a commotion or disturbance near your workstation, err on the side of caution in determining whether or not to intervene. Call appropriate authorities in the event that the situation exceeds your training or expertise.

The School will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, RFK may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

RFK encourages employees to bring their disputes or differences with other employees to the attention of the Director before the situation escalates into potential violence. RFK is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns. RFK is also committed to providing appropriate training for such events, in particular for faculty who may face such situations more regularly.

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7. LEAVES OF ABSENCE

7.01 FAMILY MEDICAL LEAVE (FMLA)

Effective Date: 01/01/2015

Robert F. Kennedy Charter School (RFK) provides family leaves of absence without pay in agreement with the Family Medical Leave Act (FMLA) to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.

Employees in the following employment classifications are eligible to request family leave as described in this policy:

- School Term employees
- Year-Round employees
- Regular full-time employees

Under FMLA, eligible employees must have worked for Robert F. Kennedy Charter School for at least 12 months and at least 1,250 hours in the previous 12 months. Eligible employees should make requests for family leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

Employees requesting family leave related to the serious health condition of a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for a family leave to provide care, its beginning and expected ending dates, and the estimated time required.

It is the responsibility of the employee to notify his/her immediate supervisor, in writing, at least 30 days before FMLA leave is to begin if the need for leave is foreseeable based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or of a family member. If 30 days' notice is not practicable, such as lack of knowledge of when leave will be required to begin, a change in circumstances or a medical emergency, notice must be given as soon as practicable.

"As soon as practicable" means as soon as possible and practical, taking into account all facts and circumstances in the individual case. Ordinarily, it would mean at least verbal notification to the employer within one or two business days of when the need for leave becomes known to the employee.

Eligible employees may request up to a maximum of 12 weeks of family leave within any 12-month period. Any combination of family leave and medical leave may not exceed this maximum limit. If this initial period of absence proves insufficient, consideration will be given

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to a written request for a single extension of no more than 30 calendar days. Employees will be required to first use any accrued paid leave time before taking unpaid family leave. Married employee couples may be restricted to a combined total of 12 weeks leave within any 12-month period, depending on individual circumstances. For instance, married employees would not be eligible for two 12-week periods for the birth of a healthy child. In such instances, when the husband and wife both use a portion of the 12-week FMLA entitlement for one of the purposes noted, each spouse shall be entitled to the difference between the amounts he or she has taken individually and 12 weeks of FMLA leave for a purpose other than those listed above.

However, married couples might, in some circumstances, be eligible for two individual 12-week leave periods if the situations for which the leaves were requested were unrelated and the organization could reasonably expect to be able to function during the leave period without due hardship. Such decisions will be at the discretion of the Director.

Subject to the terms, conditions, and limitations of the applicable plans, RFK will continue to provide health insurance benefits for the full period of the approved family leave.

So that an employee's return to work can be properly scheduled, an employee on family leave is requested to provide Robert F. Kennedy (RFK) with at least two weeks advance notice of the date the employee intends to return to work. When a family leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

Failure to Return From Leave

If an employee fails to return to work on the agreed upon return date, RFK will assume that the employee has resigned. RFK may recover its share of health care premium paid during a period of family medical leave if an employee fails to return to work after his or her family medical leave entitlement has been exhausted or expires, unless one of the following conditions exists:

1. The continuation, recurrence, or onset of a serious health condition that entitles the employee to leave under FMLA; or
2. Other circumstance beyond the employee's control.

When an employee fails to return to work, except for reasons stated above, health premiums paid by the RFK during a period of family medical leave are a debt owed the RFK by the non-returning employee and may be recovered by the RFK through deduction of any sums due the employee or through legal action.

Intermittent Leave

An eligible employee other than an instructional employee may take leave intermittently or on a reduced leave schedule when medically necessary to care for a spouse, parent, or child or to receive planned medical treatment for himself or herself.

Intermittent leave is family medical leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule reduces the usual number of working days per

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workweek or hours per workday. Robert F. Kennedy (RFK) may assess leave increments in accordance with the shortest period of time that its payroll system uses to account for absences or use of leave, providing the increments are one hour or less. An employee may not be required to take more family medical leave than necessary to address the circumstance that precipitated the need for the leave, unless the employee is an eligible instructional employee, whose request meets the conditions below.

Instructional Employees

An eligible instructional employee who requests leave to care for a spouse, parent, or child or because of his/her own serious health condition that is foreseeable based on planned medical treatment and who would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, may be required to choose either to:

1. Take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment; or
2. Transfer temporarily to an available alternative position offered by RFK for which the teacher is qualified and that has equivalent pay and benefits and better accommodates periods of leave than the teacher's regular employment position.

"Instructional employees" are those whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This term includes not only teachers, but also athletic coaches, driving instructors, and special education assistants, such as signers for the hearing impaired. It does not include teacher assistants or aides who do not have as their principal job actual teaching or instruction, nor does it include personnel such as counselors, psychologists, or curriculum specialists. It does not include cafeteria workers, maintenance workers, or bus drivers.

End-Of-Term Leave

When an instructional employee begins leave more than five weeks before the end of the semester, RFK may impose the following restrictions on the timing of a return to duty:

1. If the leave begins more than five weeks before the end of the semester, RFK may require the employee to continue taking leave to the end of the semester if the leave will last at least three weeks and the return to employment would occur during the three-week period before the end of the semester.
2. If the leave begins during the five weeks before the end of the semester and is for a purpose other than the employee's own serious health condition, RFK may require the employee to continue taking leave until the end of the semester if the leave will last more than two weeks and return to employment would occur during the two-week period before the end of the semester.
3. If the leave begins during the three weeks prior to the end of the semester for a purpose other than the employee's own serious health condition and will last more than five working days, RFK may require the employee to continue to take leave until the end of the semester.

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If Robert F. Kennedy (RFK) requires an employee to take leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA entitlement.

Concurrent Use of Paid Leave and FMLA Leave

RFK may designate any paid leave to which the employee is entitled as substituting for all or some portion of the FMLA leave entitlement. Once RFK has acquired knowledge that the leave is being taken for an FMLA-required reason, the School must promptly (within two business days absent extenuating circumstances) notify the employee that the paid leave is designated and will be counted as FMLA leave.

Workers' Compensation Recipients

The provision for substituting an employee's paid leave does not apply to workers' compensation absence. However, RFK may not deny use of accrued paid leave to an employee who is on family medical leave and receiving workers' compensation benefits.

Return to Work

RFK may uniformly require, as a prerequisite for reinstating employees whose family medical leave was due to their own serious health condition, medical certification of their ability to return to work.

Employees on unpaid leave are not eligible for paid holidays falling within their leave period.

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7.02 PREGNANCY-RELATED ABSENCES

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy. Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions, for all job-related purposes, shall be treated the same as disabilities caused or contributed to by other medical conditions, under any health or disability insurance or sick leave plan available in connection with employment.

Requests for time off associated with pregnancy and/or childbirth, such as bonding and child care, not related to medical disabilities for those conditions will be considered in the same manner as other requests for unpaid family or personal leave.

Employees on unpaid leave are not eligible for paid holidays falling within their leave period.

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7.03 UNPAID PERSONAL LEAVE

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) provides leaves of absence without pay to eligible employees who wish to take time off from work duties to fulfill personal obligations. Employees in the following employment classification(s) are eligible to request personal leave as described in this policy:

- Part-time and full-time employees.

Eligible employees may request unpaid personal leave only after having applied all their accrued paid time off (see Policy 4.2). As soon as eligible employees become aware of the need for an unpaid personal leave of absence, they should request a leave from their supervisor at least 24 hours in advance.

Personal leave may be granted for a period of up to five calendar days every one contract year. If this initial period of absence proves insufficient, consideration will be given to a written request for a single extension of no more than 16 hours.

Requests for personal leave will be evaluated based on a number of factors, including anticipated work load requirements and staffing considerations during the proposed period of absence. Approval of requests rests strictly with the discretion of the Director.

Subject to the terms, conditions, and limitations of the applicable plans, RFK will continue to provide health insurance benefits for the full period of the approved personal leave.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

If an employee fails to report to work promptly at the expiration of the approved leave period, RFK will assume the employee has resigned.

Employees on unpaid leave are not eligible for paid holidays falling within their leave period.

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7.04 PROFESSIONAL DEVELOPMENT LEAVE

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) encourages employees to participate in career development activities. Leave for participating in professional meetings, training, or activities of a professional nature may be granted at the discretion of the Director.

Expenses may be paid or reimbursed for cost of the activity upon availability of funds and when an employee is requested by the administration to attend a professional meeting, training, or activities of a professional nature. All or part of the cost, including mileage and reasonable expenses, as defined in Policy 6.9, may be paid by the RFK, subject to availability of funds. Registration fees may be reimbursable. Membership fees are not reimbursable. Expenses not initiated or approved by the administration are not ordinarily reimbursable.

Employees may also apply for leave to attend professional meetings, training, or activities provided the activity is identified in the employee's professional and/or improvement plan and the time away from the job does not affect work production or cause additional expense to the school.

Request for Professional Development Leave must be made in writing, on the proper form, at least two weeks in advance of the date. The request shall be directed to the Director for final action.

Employees on unpaid leave are not eligible for paid holidays falling within their leave period.

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7.05 EDUCATIONAL LEAVE

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) provides educational leaves of absence without pay to eligible employees who wish to take time off from work duties to pursue course work that is applicable to their job duties with RFK. Employees in the following employment classification(s) are eligible to request educational leave for a concentrated area of study as described in this policy:

- All employees

Eligible employees, who have completed three academic years, or their equivalent, may request educational leave for a period of up to two semesters every 5 years. Requests will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed period of absence.

The employee must submit a program of study for educational leave and the leave must have supervisory approval. The Governance Counsel has ultimate approval, based upon the recommendation of the Director.

Subject to the terms, conditions, and limitations of the applicable plans, health insurance benefits will be provided by RFK until the end of the month in which the approved educational leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from educational leave, benefits will again be provided by RFK according to the applicable plans.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

When an educational leave ends, every reasonable effort will be made to return the employee to the same position, if it is available, or to a similar available position for which the employee is qualified. However, RFK cannot guarantee reinstatement in all cases.

If an employee fails to report to work at the end of the approved leave period, RFK will assume that the employee has resigned.

Employees on unpaid leave are not eligible for paid holidays falling within their leave period.

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7.06 MILITARY LEAVE

Effective Date: 08/06/2015

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Employees will continue to receive full pay while on leave for two-week training assignments and shorter absences. The portion of any military leaves of absence in excess of two weeks will be unpaid. However, employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact the Director for more information or questions about military leave.

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7.07 Administrative Leave

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) will consider granting administrative leave for those requests for leave that are not covered elsewhere in RFK policies. Administrative leave shall be granted at the discretion of the Director, and RFK may determine that administrative leave is necessary, even in the absence of an employee's request. The circumstances relating to each specific case will be reviewed to determine if administrative leave will be granted with or without pay

Employees on unpaid leave are not eligible for paid holidays falling within their leave period.

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8. EMPLOYEE CONDUCT AND DISCIPLINARY ACTION

8.01 EMPLOYEE CONDUCT AND WORK RULES

Effective Date: 08/06/2015

To ensure orderly operations and provide the best possible work environment, Robert F. Kennedy Charter School (RFK) expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. RFK believes that achieving a pleasant and rewarding work environment is the responsibility of each employee and in large part reflects the respect and harmony that all staff members afford each other.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment, in accordance with Policy 8.11:

- Child abuse or not reporting child abuse
- Theft or inappropriate removal or possession of School property
- Falsification of timekeeping records or other RFK documents
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized absence from workstation during the workday
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Unauthorized disclosure of RFK confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct

Student Relations

All District personnel shall recognize and respect the rights of students, as established by local, State, and Federal law.

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Employment with Robert F. Kennedy Charter School is at the mutual consent of the School and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

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8.02 DRUG AND ALCOHOL USE

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) is resolved and determined to provide a drug-free, healthful, and safe environment for all employees, students, and their families. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. Criminal background checks are a condition of employment for all new and re-hired employees of the RFK in compliance with the §22-10-3.3.b NMSA 1978, 1997 and Drug Free Workplace Act of 1988, PL 100-690 (100th Congress, 2d Sess. 1988), the Federal Drug-Free Schools and Communities Act Amendments of 1989 (20 USC 3224a and 34 CFR 86.201), and any and all federal regulations promulgated thereunder.

While on school premises, on or in any RFK work/school site, during the use of any RFK equipment, vehicles, or trailers, and while conducting work-related activities off school premises, no employee may use, possess, manufacture, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. An employee who is using prescription drugs or over-the-counter medications that could affect work performance must inform his/her supervisor. A doctor's statement may be required at the school's discretion.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences. RFK may require, with reasonable cause, for an employee to submit to a drug test. An employee showing positive results for either alcohol or illegal drugs will be placed on immediate suspension. The Director will meet with employee to discuss any positive test results and the enforcement procedures that will result. In no case will a suspension exceed three calendar days without further administrative action.

Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with the Director to receive assistance or referrals to appropriate resources in the community.

In accordance with the Drug-Free Workplace Act, an employee receiving a criminal conviction for drug-related activity must report the conviction to the Director within five days.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with the Director without fear of reprisal.

Workers Compensation

Neither RFK nor the insurance carrier shall be liable for payment of workers' compensation in the event that the injury to the employee was occasioned by the intoxication and/or impairment of the employee or willfully suffered by the employee or intentionally inflicted by the employee.

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8.03 SEXUAL AND OTHER UNLAWFUL HARASSMENT

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature (see §703, Title VII, U.S. Civil Rights Act of 1964; and Title IX of the Education Amendment of 1972). This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- Unwanted sexual advances.
- Making or threatening reprisals after a negative response to sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal 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 employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to your supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact the Director or any other designated staff. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the

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outcome of the investigation. (Please refer to Grievance Policy should you disagree with outcome of the investigation.)

Any supervisor, faculty member, or other staff member who becomes aware of possible sexual or other unlawful harassment must immediately advise the Director so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination.

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8.04 ATTENDANCE AND PUNCTUALITY

Effective Date: 08/06/2015

To maintain a safe and productive work environment, Robert F. Kennedy Charter School (RFK) expects employees to be reliable and to be punctual in reporting for scheduled work.

Absenteeism and tardiness place a burden on other employees and on the school. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment. An employee failing to report for duty or remain at work as scheduled without proper notification, authorization, or excuse shall be considered absent without leave and shall not be paid for the period involved. Absence without leave for two (2) consecutive working days constitutes abandonment of duties, which may result in dismissal.

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8.05 PERSONAL APPEARANCE

Effective Date: 08/06/2015

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees, serve as role model to students, address certain safety issues, and affect the professional image Robert F. Kennedy Charter School (RFK) presents to students, their families, and visitors.

During school hours, business hours, or when representing the School, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with students, their families, or visitors in person.

The Director is responsible for establishing a reasonable dress code appropriate to the job you perform. If the Director feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodation may be made to a person with a disability.

Without unduly restricting individual tastes or community traditions, the following personal appearance guidelines should be followed:

- Shoes should provide safe, secure footing, and offer protection against hazards.
- Garments must be appropriate to activities that faculty, staff, and students are engaged in.
- Offensive body odor and poor personal hygiene is not professionally acceptable.
- Perfume, cologne, and after-shave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.
- Jewelry, including facial jewelry and body piercing, should not be functionally restrictive, dangerous to job performance, or excessive.
- Visible excessive tattoos and similar body art must be covered during school or business hours.

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8.06 RETURN OF PROPERTY

Effective Date: 08/06/2015

Employees are responsible for items issued to them by Robert F. Kennedy Charter School (RFK) or in their possession or control, such as the following:

- books, program material
- cellular phone
- telephone card
- lap top computer
- personnel manual
- inventory list
- credit cards
- keys
- tools
- vehicles
- written materials

Employees on or before their last day of work must return all school property. Where permitted by applicable laws, RFK may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. RFK may also take all action deemed appropriate to recover or protect its property.

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8.07 RESIGNATION

Effective Date: 08/06/2015

Resignation is a voluntary act initiated by the employee to terminate employment with Robert F. Kennedy Charter School (RFK). Although advance notice is not required, the School requests at least 14 calendar days written notice of resignation from administrative and program staff, and nonexempt employees.

Resignations by licensed professional personnel shall be submitted in writing to the Director and the Governance Counsel 30 calendar days prior to the effective date of the resignation. Any deviation from this procedure will be a violation of the instructor's contract and could result in the suspension or cancellation of the teaching certificate. The Director and/or Governance Counsel reserve the right to waive the 30-day notice requirement.

Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

If an employee does not provide advance notice as requested, the employee will be considered ineligible for rehire.

Contractual employees are not subject to employment-at-will policies.

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8.08 SOLICITATION

Effective Date: 08/06/2015

In an effort to ensure a productive and harmonious work environment, persons not employed by Robert F. Kennedy Charter School (RFK) may not solicit or distribute literature in the workplace at any time for any purpose.

The School recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

In addition, the posting of written solicitations on RFK bulletin boards is restricted. These bulletin boards display important information, and employees should consult them frequently for:

- Employee announcements
- Internal memoranda
- Job openings
- Organization announcements
- Payday notice
- Workers' compensation insurance information
- State disability insurance/unemployment insurance information

If employees have a message of interest to the workplace, they may submit it to the Director for approval. The Director or his/her designee will post all approved messages.

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8.09 DRUG TESTING

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks. To help ensure a safe and healthful working environment, RFK may, with just cause, request an employee to submit to non-invasive drug testing. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment.

RFK is committed to maintaining the personal integrity of all its employees and ensures complete confidentiality of any proceedings involving suspected use of controlled substances and alcohol

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8.10 PROGRESSIVE DISCIPLINE

Effective Date: 08/06/2015

The purpose of this policy is to state Robert F. Kennedy Charter School's (RFK) position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. RFK's position is that discipline is best attained by good leadership and fair supervision at all employment levels. However, the School's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Except in the case of an employment contract, employment with RFK is based on mutual consent and both the employee and RFK have the right to terminate employment at will, with or without cause or advance notice, RFK may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed. RFK reserves the right, in its sole discretion, to not pursue progressive discipline, consistent with the employment at-will relationship.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment. If more than 12 months have passed since the last disciplinary action, the process will normally start over.

RFK recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules, Policy 8.1, includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and RFK.

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8.11 CONFLICT RESOLUTION

Effective Date: 08/06/2015

PURPOSE:

To ensure that this conflict resolution policy is applied consistently and to provide an effective procedure for non-supervisory employees to present his/her concerns to management while making every attempt to resolve such conflicts internally.

POLICY:

This policy provides a procedure to respond to employees' complaints or problems quickly and in a consistent manner.

Problems, misunderstandings, and frustrations may arise in the work place. Robert F. Kennedy Charter School (RFK) has established the following conflict resolution procedure for employees who may encounter a conflict while at work. The procedure outlined below will be applied consistently and fairly, and at the same time encourage open and honest communication among employees.

This Conflict Resolution does not apply to employee disciplinary matters. However, an RFK employee may submit a request to the Director that discipline be submitted to the Conflict Resolution process. Consistent with the employment at-will relationship, the Director may approve or deny such a request in his or her sole discretion.

A. Assurances

Employees will not be retaliated against for filing a good faith complaint under this procedure.

Employees must have successfully completed his/her introductory trial review period in order to file a complaint under this section.

B. Conflict Resolution Procedure

It is our intent to be responsive to our employees and their concerns; therefore, the following conflict resolution procedure has been established.

Step One

a. The employee's immediate supervisor should be the first source of assistance to resolve the issue, if it involves another employee. If the issue is not resolved to the parties' satisfaction, or if the complaint is with the employee's supervisor, the employee shall request an appointment with the Director to discuss the problem giving rise to the complaint. Such requests shall be made within two (2) working days in which the incident occurred.

b. Upon receipt of the request, the Director shall schedule an informal meeting with the parties within five (5) working days to attempt to resolve the issue.

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b. The immediate supervisor and the Director shall respond in writing to the complaint within five (5) days of the informal meeting. Such responses shall contain a brief description of the issue and recommendations to resolve the complaint.

Step Two

If the informal discussion with the immediate supervisor, does not resolve the problem to the parties' mutual satisfaction, or if the supervisor does not respond to the complaint, the employee may submit a written complaint to the Director. The submission of the written complaint is due within five (5) working days of the supervisor response. The written complaint must:

- State the problem and the date when the incident occurred;
- Suggest ways to resolve the problem;
- Include a summation of the verbal response from the immediate supervisor, or;
- Submit a copy of the written response from immediate supervisor, if provided.

Employees may use the complaint form contained in the RFK Employee Policies and Procedures Handbook. Copies of the complaint shall be submitted to the director.

b. Upon receipt of the formal complaint, the Director shall schedule a meeting with the employee within five (5) working days to hear the complaint.

c. Within five (5) working days after the discussion, the Director shall issue a final written decision to the employee filing the complaint.

Step Three

Should the situation still not resolve itself in a mutually satisfactory manner for all parties, before going to the Governance Counsel, the complainant employee(s) shall submit to the Neutral Mediator written formal complaint and:

Briefly state the source of the complaint including as much factual information as possible, such as the time and date the incident occurred, the persons involved and their professional/working relationship to one another;

Record the time(s) and place(s) that the complainant employee attempted to resolve the conflict through discussion, including any witnesses who may have been present at such discussion(s), and;

Suggest ways to resolve the conflict.

All involved individuals, other than Director will be charged with the responsibility of not discussing the situation with any other employee or with the complainant employee.

If an employee fails to appeal a decision within the specified time, or if the employee has not requested in writing for an extension to file an appeal, the problem shall be considered settled on

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the basis of the last decision and the problem submitted by the employee shall not be subject for further consideration.

In consideration of the differences in human nature, Robert F. Kennedy (RFK) recognizes that problems are best resolved on an individual basis. Accordingly, RFK requests the problem solving procedure be initiated by individual employees and not groups of employees. However, as a matter of policy, the Director may reserve the right to hear complaints of substantially the same nature as one complaint. Any decisions made by the Director regarding complaints of the same nature shall apply to all those similarly affected.

RFK reserves the right to impose appropriate disciplinary action for any conduct it considers to be disruptive or inappropriate. Appropriate disciplinary action may include, but is not limited to; written letters of reprimand, suspension from work with, or without pay, remuneration, behavior modification classes, or termination of employment.

The circumstances of each situation may differ, and the level of disciplinary action may also vary depending upon factors such as the nature of the offense, whether it is repeated, the employee's work record and the impact of the conduct on the organization.

Questions or issues which may arise among or between employees regarding classroom management, or established RFK policies, are outside the scope of this section and are more appropriately addressed within staff meetings, or brought to the Director for ultimate resolution.

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8.12 REPORTING CHILD ABUSE

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) is strongly committed to ensuring the protection and safety of all children. In support of this philosophy, all employees will comply with Public Law 93-247, the Child Abuse and Treatment Act of 1974. It is the responsibility of the RFK to provide annual training for all employees on child abuse and neglect and reporting procedures. It is the moral, ethical, and legal responsibility of each individual RFK employee to follow these procedures.

Questions about Public Law 93-247 can be directed to the Director, who will have copies of the Child Abuse and Treatment Act of 1974 available to anyone who requests a copy.

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8.13 PUBLIC STATEMENTS

Effective Date: 08/06/2015

No employee of Robert F. Kennedy Charter School (RFK) should assume to speak for or on behalf of RFK on any matter concerning RFK without prior written approval of the Director and/or the Governance Counsel. When designated by the Director and/or the Governance Counsel, as a delegated spokesman for the organization, or in public statements or actions made as an individual, the employee shall at all times be accurate, exercise proper restraint, and show respect for the opinions of others. Failure to adhere to the above will be grounds for disciplinary action, up to and including termination of employment. (See Policy 8.11)

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8.14 PARTICIPATION IN POLITICAL ACTIVITIES

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) will not attempt to regulate employee participation in the political process, unless it interferes with the performance of duties or creates an apparent conflict of interest. Participation in political activities will be regulated by Federal and State laws.

Any employee who seeks political office shall continue to fulfill all obligations of his/her position and consider the welfare of the students and the school foremost as s/he pursues political activities. An employee shall not use his/her professional position to further the employee's political ambitions.

For political positions that require an employee to spend time away from job responsibilities, the employee must request leave, and consideration for leave without pay will be on an individual basis by the Governance Counsel, upon the recommendation by the Director. Employees may use Paid Time Off for these purposes.

Any employee absences due to running for office or while serving in any political office will be unpaid, except as covered by the employee's personally accrued Paid Time Off.

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9. MISCELLANEOUS

9.01 LIFE-THREATENING ILLNESSES IN THE WORKPLACE

Effective Date: 08/06/2015

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. Robert F. Kennedy Charter School (RFK) supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, RFK will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. RFK will take reasonable precautions to protect such information from inappropriate disclosure. Administrators, supervisors and all other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

Employees with questions or concerns about life-threatening illnesses are encouraged to contact the Director for information and referral to appropriate services and resources.

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9.02 PAID TIME OFF DONATION

Effective Date: 08/06/2015

Donating paid time off (PTO) is the practice of giving the time to another employee for a specific cause such as a serious illness or crisis. Employees may donate accumulated PTO to aid another employee who is unable to work due to personal illness or crisis and who has exhausted his/her own PTO accrual. PTO balances remaining in reserve after donation must be equivalent to at least one week of accrued time.

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9.03 RECYCLING

Effective Date: 08/06/2015

Robert F. Kennedy Charter School (RFK) supports environmental awareness by encouraging recycling and waste management in its practices and operating procedures. This support includes a commitment to the purchase, use, and disposal of products and materials in a manner that will best utilize natural resources and minimize any negative impact on the earth's environment.

Whenever possible, employees of RFK are encouraged to purchase products for the workplace that contain recycled or easily recyclable materials. Buying recycled products supports recycling and increases the markets for recyclable materials.

By recycling, RFK is helping to solve trash disposal and control problems facing all of us today. If you have any questions or new ideas and suggestions for the recycling program contact the Administration Office.

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9.04 SUGGESTION PROGRAM

Effective Date: 08/06/2015

As employees of Robert F. Kennedy Charter School (RFK), you have the opportunity to contribute to our future success and growth by submitting suggestions for practical work-improvement or cost-savings ideas and for suggesting policies that might further RFK's goals.

All employees are eligible to participate in the suggestion program.

A suggestion is an idea that will benefit RFK by solving a problem, reducing costs, improving operations or procedures, enhancing service or education programs, eliminating waste or spoilage, or making RFK a better or safer place to work. Statements of problems without accompanying solutions or recommendations concerning co-workers and management are generally not constructive; every effort should be made to frame issues in terms of concrete ideas for improvement.

All suggestions should contain a description of the problem or condition to be improved, a detailed explanation of the solution or improvement, and the reasons why it should be implemented. If you have questions or need advice about your idea, contact your supervisor for help.

Submit suggestions to the Management Team and, after review, they will be forwarded to the Director. As soon as possible, you will be notified of the adoption or rejection of your suggestion.

Special recognition will be given to employees who submit a suggestion that is implemented.

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WORKPLACE VIOLENCE PREVENTION [6.13]