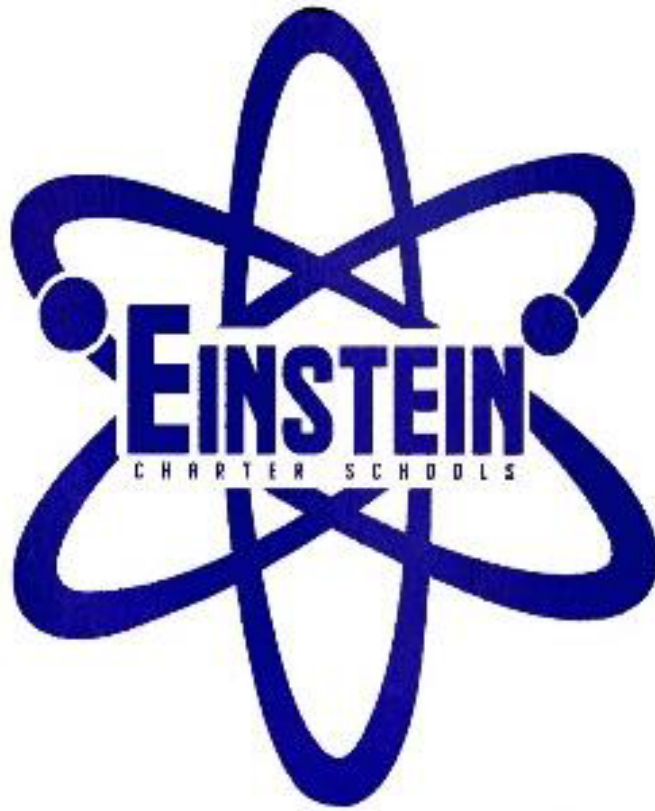


EINSTEIN CHARTER SCHOOLS



EMPLOYEE HANDBOOK
2023-2024

Revised July 24, 2023

Contents

EINSTEIN CHARTER SCHOOLS	8
INTRODUCTION	9
AT-WILL EMPLOYMENT	9
EQUAL EMPLOYMENT OPPORTUNITY POLICY	9
EMPLOYEE RELATIONSHIPS	10
COMMUNITY RELATIONS	10
POLITICAL ACTIVITIES	10
EMPLOYEE COMMUNITY RELATIONS	10
EMPLOYMENT	10
EMPLOYEES	10
TEMPORARY EMPLOYEES	11
NON-EXEMPT AND EXEMPT EMPLOYEES	11
STANDARDS OF CONDUCT	11
CODE OF ETHICS	13
CRIMINAL BACKGROUND CHECKS	14
DISABILITY ACCOMMODATION	14
EMPLOYMENT ELIGIBILITY VERIFICATION	15
EMPLOYEE NOTIFICATION	15
OUTSIDE EMPLOYMENT	15
WORK SCHEDULE	15
ATTENDANCE	15
ABSENCE OR LATENESS	17
FAILURE TO REPORT TO WORK	18
PERFORMANCE EVALUATION POLICY FOR NON-FACULTY STAFF	18
PROFESSIONAL EVALUATIONS FOR TEACHERS	18
INTERNAL INVESTIGATIONS AND SEARCHES	18
STUDENT SUPERVISION	19
PROGRESSIVE DISCIPLINE	19
CORPORAL PUNISHMENT	21
PERSONNEL RECORDS AND ADMINISTRATION	21
PERSONNEL FILES	21
MEDICAL RECORDS	22
SEPARATION OF EMPLOYMENT	22

NON-RENEWAL OF EMPLOYMENT	22
NOTICE OF SEPARATION	22
INSURANCE CONVERSION PRIVILEGES	22
EXIT INTERVIEWS	22
FINAL CHECK	22
RETURN OF EINSTEIN PROPERTY	23
EMPLOYMENT INQUIRIES	23
UNEMPLOYMENT COMPENSATION	23
DISCRIMINATION AND HARASSMENT POLICY	23
RETALIATION PROHIBITED	24
REPORTING	24
TITLE IX POLICY AND PROCEDURES	24
GRIEVANCE POLICY	33
PURPOSE	33
PROCEDURE	33
WHISTLEBLOWER POLICY	35
REPORTING RESPONSIBILITY	35
NO RETALIATION	36
ACTING IN GOOD FAITH	36
COMPENSATION	36
PHILOSOPHY	36
BASIS FOR DETERMINING PAY	36
PAY PERIOD	37
MANDATORY DEDUCTIONS	37
EXEMPT EMPLOYEE SALARY DEDUCTIONS	37
EFFECTIVE DATE OF COMPENSATION CHANGES	38
DIRECT PAYROLL DEPOSIT	38
PAYROLL ADVANCE	38
ERROR IN PAY	38
OVERTIME PAY	38
TIME RECORDS	38
WAGE GARNISHMENTS	39
BENEFITS	39
ELIGIBILITY FOR BENEFITS	39

INSURANCE COVERAGE	40
MEDICAL BENEFITS	40
WORKERS' COMPENSATION	40
RETIREMENT PLAN	40
LEAVE	40
PAID AND UNPAID LEAVE	40
ABUSE OF LEAVE	41
HOLIDAYS	41
BLACKOUT DATES	41
PROFESSIONAL DEVELOPMENT DAYS	42
SICK/PERSONAL LEAVE	42
SICK/PERSONAL/VACATION LEAVE EXCEPTIONS	42
LEAVE PAYOUT	43
BEREAVEMENT	43
JURY DUTY	43
FAMILY AND MEDICAL LEAVE	44
EMPLOYEE ELIGIBILITY	44
CONDITIONS TRIGGERING LEAVE	44
DURATION OF LEAVE	45
USE OF ACCRUED PAID LEAVE	45
INTERMITTENT LEAVE	45
NOTICE AND MEDICAL CERTIFICATION	45
MAINTENANCE OF BENEFITS	45
REINSTATEMENT	46
DEFINITIONS	46
MILITARY RESERVES OR NATIONAL GUARD LEAVE	46
ACCEPTING OTHER EMPLOYMENT OR GOING INTO BUSINESS WHILE ON LEAVE	46
LEAVE DONATION	47
WORKING CONDITIONS	47
DRESS CODE	47
INCLEMENT WEATHER /EMERGENCY SCHOOL CLOSURE	48
LACTATION/BREASTFEEDING	48
SAFETY	48
GENERAL EMPLOYEE SAFETY	48

REPORTING SAFETY ISSUES	49
PARKING	49
SAFETY RULES	49
TRASH DISPOSAL	49
CLEANING UP	49
PREVENTING FALLS	49
FALLING OBJECTS	49
WORK AREAS	49
REPORT INJURIES	50
ASK QUESTIONS	50
WEAPONS	50
DRUG-FREE AND ALCOHOL-FREE WORKPLACE	50
TESTING	51
ALCOHOL TESTING	51
DRUG TESTING	51
FIRE PREVENTION	51
IN CASE OF FIRE	52
EMERGENCY EVACUATION	52
HOUSEKEEPING	52
OFFICE SAFETY	53
SECURITY	53
SMOKING	53
MEDICATION	53
PERSONAL PROPERTY	54
VENDOR RELATIONS	54
OPERATIONAL POLICIES	54
AUTOMOBILE POLICY	54
COPYRIGHT POLICY	55
FIELD TRIP POLICY	55
FRAUD POLICY	55
MANDATORY REPORTING	56
SUSPECTED CHILD ABUSE OR NEGLECT	56
REASONABLE CAUSE	56
PROCEDURE FOR REPORTING SUSPECTED ABUSE OR NEGLECT	56

SOCIAL MEDIA POLICY	57
PURPOSE	57
POLICIES	57
PERSONAL ACCOUNTS	57
CROSS PROMOTION ON EINSTEIN’S OFFICIAL PLATFORMS	58
STUDENT CONFIDENTIALITY	58
TELECOMMUNICATION POLICY	58
PUPIL PROGRESSION AND ACADEMIC STANDARDS	59
FINANCE TRAVEL POLICY	59
EMPLOYEE ACKNOWLEDGEMENT	60

EINSTEIN CHARTER SCHOOLS

Einstein Schools (“Einstein”) was founded in 2005 and currently operates 4 public schools with rich histories before the formation of Einstein as a Charter Management Organization. Admission to any school in the Einstein network is open to all New Orleans children, including those with special needs and limited English proficiency. Students are admitted by way of the NOLA-PS Common Application Process (NCAP) system in partnership with New Orleans Public Schools (“NOPS”). Across the network, 90% of students are from low-income households; 30% are current and former English Language Learners, and 15% are unique learners. About 58% of our students are African American, 30% are Latino, 1% white, and 12% Asian. Additionally, 95% of Einstein's student body primarily lives in the New Orleans East community.

Authorized by NOPS, Einstein Schools are held strictly accountable to the state for student performance.

Einstein Charter School at Sherwood Forest PreK-4 – 5 th Grade	4801 Maid Marion Dr, New Orleans LA 70128 504-503-0110
Einstein Charter School at Village De L’Est PreK-4 – 5 th Grade	5100 Cannes St, New Orleans, LA 70129 504-324-7450
Einstein Charter Middle School at Sarah T. Reed 6 th – 8th Grade	5316 Michoud Blvd, New Orleans, LA 70129 504-503-0470
Einstein: Sarah T. Reed High School 9 th – 12th Grade	5316 Michoud Blvd, New Orleans, LA 70129 504-503-0749

INTRODUCTION

Welcome to Einstein Charter Schools (“EINSTEIN” or “the School”). We look forward to working with you in educating our students. The mission of Einstein Charter Schools is to nurture students to be academically STRONG as well as socially and emotionally resilient. Employees must share this vision to be a successful member of our School.

We believe that the communication of information is imperative to assure that all understand the policies that govern a person’s place of employment. This handbook is not a contract and does not create legally enforceable obligations for the School. It is a statement of policy and useful information and is to be used as such.

All previously issued handbooks and any inconsistent policy statements or memoranda are suspended. Einstein Charter Schools reserves the right to revise, modify, delete, or add to any and all policies or procedures stated in this handbook or found in any other document, except for the policy of at-will employment.

EINSTEIN is a Type 3B Charter and is governed by the EINSTEIN Board of Directors. New Orleans Public Schools is EINSTEIN’s Chartering Agent. When the handbook refers to the Board, we are referring to the EINSTEIN Board.

It is required that each employee of EINSTEIN receives a handbook, reads it in its entirety, and agrees to comply with it. If you have questions or need clarification, please ask The Director of Human Resources. The handbook should be kept in an accessible location for future reference. If policy changes, you will receive an attachment stating the new policy and/or changes. You will be required to sign a form stating that you received this handbook, have read it in its entirety, and that you agree to comply with it.

AT-WILL EMPLOYMENT

EINSTEIN is an **at-will employer**. Accordingly, either you or EINSTEIN may terminate the employment relationship at any time, for any reason, with or without cause. This Handbook does not in any way reflect a modification to this policy and does not reflect a contract of employment, either express or implied, between you and the School. Furthermore, nothing contained in any other School document shall reflect a modification to this policy or in any way create an express or implied contract of employment or an employment relationship other than on an at-will basis. Other than the CEO, no officer, agent, representative, or employee of EINSTEIN has any authority to enter into any agreement with any employee or applicant for employment other than on an at-will basis. Any alteration to the at-will relationship must be in writing and signed by the CEO and employee.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Einstein Charter Schools is an equal employment opportunity employer. We are committed to ensuring that employment decisions are based on the principles of equal opportunity. All recruiting, hiring, training, promotion, compensation, and other employment-related programs are provided fairly to all persons in an equal opportunity basis.

Employment decisions are based on merit, qualifications, competence and business needs without regard to age, sex (including pregnancy), sexual orientation, gender, gender identity, gender expression, race, color, ethnic group, religion, national origin, disability, veteran status, or any other factor protected by law. Discrimination based on any protected factor is strictly prohibited. This policy governs all aspects of employment including recruitment, hiring, working conditions, training programs, promotions, upgrading, downgrading, transfers, layoffs, terminations, compensation, benefits, and all other terms and conditions of employment in accordance with applicable federal, state, and local laws.

EMPLOYEE RELATIONSHIPS

Participation of a supervisor, teacher, advisor, or coach (EINSTEIN employee) in a consensual romantic or sexual relationship with any EINSTEIN employee or student is strictly prohibited. Violations of this policy will result in disciplinary action, up to and including termination. Additionally, all employees are mandatory reporters. Failure to report a student/teacher relationship or any relationship under the Mandatory Reporter guidelines will result in discipline, up to and including termination, and could also result in civil and criminal penalties. Any reports made pursuant to the Mandatory Reporter rules should be made within 24 hours of becoming aware of the incident in question. The Mandatory Reporter guidelines are discussed more thoroughly later in this handbook.

COMMUNITY RELATIONS

POLITICAL ACTIVITIES

Full-time employees shall not accept any appointed political office or hold any elective remunerative political office without the consent of the Network administration. Employees in the performance of his/her assigned school duties shall handle all political discussions, conversations or presentations to students in a strictly non-partisan manner.

Einstein Charter Schools employees are prohibited from engaging in any political activity during business hours or while performing his/her responsibilities. Employees are prohibited from using any Einstein Schools facility or property for such activities. Employees shall not be prohibited from discussing political candidates or parties among themselves out of the presence of school children, or during personal time or affairs away from offices or school facilities.

EMPLOYEE COMMUNITY RELATIONS

Employees of Einstein Charter Schools shall be permitted to participate in governmental activities and civic organizations, as long as the activities do not interfere with the performance of their regular duties as full-time employees. Participation in governmental or civic organizational activities during normal business hours is prohibited unless written approval has been given by the Chief Executive Officer.

EMPLOYMENT

EMPLOYEES

At the time employees are hired, they will be classified according to their position. Employees who are unsure how their position is classified should ask their supervisors.

TEMPORARY EMPLOYEES

From time to time, EINSTEIN may hire employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule and duration of the position will be determined on an individual basis.

Normally, a temporary position will not exceed six (6) months in duration, unless specifically extended by a written agreement. Summer employees and seasonal employees are considered temporary employees.

A temporary employee does not become a regular employee by virtue of being employed longer than the agreed upon specified period.

Temporary employees are not eligible for benefits described in this Employee Handbook except to the extent required by provision of state and federal laws. Those temporary employees classified as “non-exempt” (see the section entitled “Non-Exempt and Exempt Employees” below) who work more than forty (40) hours during any work week will receive overtime pay.

NON-EXEMPT AND EXEMPT EMPLOYEES

At the time of hire, transfer and/or promotion, employees will be classified as either “exempt” or “non-exempt.” This is necessary because, by law, employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty (40) hours per work week. These employees are referred to as “non-exempt” in this Employee Handbook. This means that they are not exempt from overtime pay. “Exempt” employees do not receive overtime pay when they work in excess of forty (40) hours per work week.

STANDARDS OF CONDUCT

Whenever people gather to achieve goals, standards of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. Employees are expected to acquaint themselves with and adhere to performance criteria for their particular job and with all rules, procedures, and standards of conduct established by EINSTEIN and the Louisiana State Department of Education.

Some examples of unacceptable workplace behavior include, but are not limited to:

- Verbal or physical abuse of students, employees, or guests
- Endangering the well-being or safety of students, employees, or guests
- Altercations, fighting, threatening, violence, intimidation or harassment with or toward any individual directly or indirectly associated with EINSTEIN
- Disorderly conduct, horseplay, or use of abusive or vulgar language on the premises
- Acts involving dishonesty or breach of trust, including but not limited to fraud, theft and embezzlement
- Conviction of a crime or violation of law
- Violation of the EINSTEIN’s Drug and Alcohol-Free Workplace Policy
- Bringing intoxicants or drugs onto the premises of the institution, using intoxicants or drugs, having intoxicants or drugs in one’s possession, or being under the influence of intoxicants or drugs on the premises at any time
- Possession, use or distribution of dangerous or unauthorized materials, such as explosives, firearms, knives or other dangerous weapons while on duty or on EINSTEIN premises
- Gambling, participating in lotteries or any other games of chance on the premises at any time

- Soliciting, collecting money or circulating petitions on the premises other than within the rules and regulations of the School
- Falsification of records, including but not limited to time sheets, personnel records, or other institutional records
- Destroying or defacing institutional property or records or the property of a student or employee
- Abuse, destruction, waste or unauthorized use of equipment, fixtures, property, supplies, facilities, materials, goods, or programs of the School
- Unprofessional conduct
- Insubordination
- Failure to cooperate with supervisor or coworker, impairment of function of work unit or disruptive conduct
- Prolonged lunch or break periods
- Unacceptable job performance, neglect of duties, or failure to meet reasonable and objective measures of efficiency and productivity
- Unexcused absenteeism/tardiness
- Sleeping while on duty
- Creating or contributing to unhealthy or unsanitary conditions
- Violations of safety rules or accepted safety practices
- Failure to comply with regulatory requirements or safety rules and regulations
- Violation of laws protecting student, parent, employee or EINSTEIN confidentiality
- Failure to provide honest and accurate information to any School official
- Attempts to disrupt or undermine the mission of EINSTEIN
- Any conduct on or off the job which EINSTEIN administration and/or the Board in their sole discretion believe will adversely affect the image EINSTEIN
- Violation of policies or rules of the School
- Conviction or guilty plea of any crime outlined in Louisiana Revised Statute 15:587.1(C)

While the operation of EINSTEIN and its schools is governed by the provisions of this and all other EINSTEIN policies, regulations, and procedures, as well as procedures of the individual schools, no policy manual can list each and every instance of misconduct that is precluded. Accordingly, employees are cautioned that the appropriateness of certain action or behavior must necessarily be dictated by the nature of the position held by the employee and standards of common sense. By virtue of one's education and experience, an employee knows and understands that certain actions or conducts are unacceptable even in the absence of formal organizational policy. Such conduct including but not limited to a willful neglect of duty, as well as violation of any state or federal law or Board policies, regulations, or procedures, or school regulations or procedures, shall result in the imposition of discipline, up to and including termination.

Employees who are found to have violated any of these standards or who demonstrate other inappropriate behavior may be subject to disciplinary action, up to and including termination.

EINSTEIN reserves the right to suspend any employee, with or without pay within the School's discretion, to investigate violations of any of the above standards. Einstein also reserves the right to terminate immediately for violations that, in its sole discretion, it deems appropriate.

CODE OF ETHICS

The purpose of this ethics and conflict of interest policy is to protect EINSTEIN'S interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an EINSTEIN employee, officer or trustee or might result in a possible excess benefit transaction.

- No member of EINSTEIN is to receive anything of economic value, other than the compensation and benefits from EINSTEIN to which they are entitled for the performance of their duties and responsibilities of their office or position.
- No member of EINSTEIN is to receive a "finder's fee" - *i.e.*, they cannot receive anything of economic value from a person to whom they have directed EINSTEIN business.
- No member of EINSTEIN may receive anything of economic value for assisting a person in a transaction with EINSTEIN.
- No member of EINSTEIN can participate in any transaction involving EINSTEIN in which they have a personal substantial economic interest about which they should be reasonably expected to know. A personal substantial economic interest is defined as an economic interest which is **of greater benefit to the public servant or other person than** to a general class or group of persons, except the interest the public servant has in his public employment or the interest a person has as a member of the general public.
- No member of EINSTEIN can participate in any transaction involving EINSTEIN in which they actually know that any of the following persons has a substantial economic interest: (1) their family members, (2) persons in which they have a substantial economic interest about which they should be reasonably expected to know, (3) any company in which they are an officer, director, trustee, partner or employee, (4) any person with whom they are negotiating or have an arrangement concerning prospective employment, or (5) any person who is: (i) a party to an existing contract with them or with any legal entity in which they exercise control or have an ownership interest in excess of 25%, or (ii) who owes anything of economic value to them or to any company in which they have an ownership interest in excess of 25%, and who is in a position to directly affect their economic interests.
- No member of EINSTEIN can bid on or enter into any contract, subcontract or other transactions that are in the supervision or jurisdiction of EINSTEIN, nor can any legal entity in which they have a controlling interest.
- No member of EINSTEIN can solicit or accept anything of economic value as a gift or gratuity from any person if they know or reasonably should know that such person: (1) has or is seeking to obtain contractual or other business or financial relationships with EINSTEIN, or (2) is seeking, for compensation, to influence the passage or defeat of legislation by EINSTEIN.
- No member of EINSTEIN can solicit or accept anything of economic value as a gift or gratuity from any person if they know or reasonably should know that the person: (1) conducts operations that are contracted or purchased by EINSTEIN; or (2) has substantial economic interests that may be substantially affected by the performance or non-performance of their EINSTEIN duties.
- No member of EINSTEIN can receive from any of the persons listed above any food, drink, or refreshment the total value of which exceeds \$25 for a single event.
- No member of EINSTEIN can abuse their position within EINSTEIN – *i.e.*, they cannot use the authority of their office or position to compel or coerce anyone to give them anything of value.
- No member can give, pay, loan, transfer, or deliver or offer to give, pay, loan, transfer or deliver to any person anything of economic value that the person would otherwise be prohibited from receiving under the EINSTEIN Code of Ethics.

- No member of EINSTEIN can solicit or receive anything of economic value for aiding in the accomplishment of the passage or defeat of any matter affecting EINSTEIN by its Board of Directors.
- No immediate family members of the Chief Executive Officer (CEO) of EINSTEIN shall be employed by EINSTEIN, unless such person is a classroom teacher and they recuse themselves from any decision involving the family member teacher OR, in limited circumstances, is an electrician, guidance counselor, or administrative employee.
- No member of EINSTEIN can, for a period of two years after the termination of their employment with the EINSTEIN, assist another person, for compensation, in a transaction in which they participated at any time during their employment involving EINSTEIN.
- No member of EINSTEIN can, for a period of two years following termination of their employment, render any service which they had rendered to EINSTEIN during their employment on a contractual basis to Einstein.

NON-DISPARAGEMENT

Employee agrees that in the event of separation from employment for any reason to not disparage Einstein Charter School or any of its affiliates, officers, employees, agents or representatives. Employee further agrees that they will not make any comments or statements, expressly, by implication, or anonymously, about any past acts or omissions of the employer or its officers, directors, employees and shareholders, or make any disparaging statements about the employer. “Disparaging statements” as used in this section refers to any statement or remark, whether written, oral or otherwise, including, but not limited to, the subject matter of personal or business dealings, past, present or future performances, personnel, financial conditions, or reputations that is false and tends to cause a diminution of esteem or standing or dignity, or otherwise expresses a low opinion or detracts from or discredits the employer or its officers, directors, employees and shareholders.

Employee understands that any violation of this clause may result in disciplinary action up to and including termination. Violation of this policy may also result in action being taken against them, which may include legal action and the costs associated with such actions.

CRIMINAL BACKGROUND CHECKS

Einstein Charter Schools strives to provide the safest possible environment for students, visitors, faculty, staff, and physical resources. In an effort to maintain a safe environment, the School shall conduct criminal background checks on applicants hired for employment.

Offers of employment to applicants will be made on a contingent basis pending satisfactory criminal background checks. An applicant must satisfy the background check as required by state statute. Additionally, whether or not a background check is satisfactory is also within the sole discretion of Einstein.

DISABILITY ACCOMMODATION

Einstein Charter Schools is committed to complying with all applicable provisions of federal, state and local laws prohibiting discrimination on the basis of disability. It is EINSTEIN’s policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual’s disability or perceived disability. EINSTEIN will also make reasonable accommodations wherever

necessary for all employees or applicants with disabilities, as required by law, when said accommodation does not constitute an undue hardship.

In general, it is an employee’s responsibility to notify Human Resources of the need for an accommodation. Upon doing so, EINSTEIN shall engage in the above-mentioned interactive process to determine the type of accommodation necessary in the given situation.

EMPLOYMENT ELIGIBILITY VERIFICATION

Einstein confirms that it does not discriminate based on immigration status. However, Employment with EINSTEIN is contingent upon verification of identity and proof of authorization to legally work in the United States. A new hire must complete Form I-9 and present acceptable documentation establishing their identity and employment eligibility as requested on the Employment Eligibility Verification Form I-9 no later than their first day of hire. Where indicated, employees will be required to submit documentation establishing their continued eligibility for employment.

EMPLOYEE NOTIFICATION

Employees shall report any conviction or plea of guilty to any offense, excluding traffic offenses, to the Director of Human Resources within forty-eight (48) hours of said conviction or plea. Failure to report these matters may be grounds for disciplinary action up to and including termination.

OUTSIDE EMPLOYMENT

An employee may engage in outside employment if it does not interfere with his or her responsibilities and duties at EINSTEIN, pose a conflict of interest, and/or while on Family Medical Leave Act (FMLA).

WORK SCHEDULE

ATTENDANCE

The presence of each employee is of critical importance to the successful operation of EINSTEIN. Therefore, EINSTEIN expects all of its employees to attend work every day, arrive on time, and to be fully prepared to perform required responsibilities from the time of arrival through dismissal. All administrative and central office staff reporting times must be approved by their supervisor. All paraprofessionals, support staff, and front office staff times will vary according to the time assigned by their school principal. All teaching staff are expected to work in accordance with the below schedule.

School	Employee Arrival	Instructional Bell	Start	Instructional End	Employee Departure
VDLE	7:45 AM	8:00 AM		3:30 PM	3:45 PM
SF	7:45 AM	8:00 AM		3:30 PM	3:45 PM
MS	7:45 AM	8:00 AM		3:30 PM	3:45 PM
HS	7:45 AM	8:00 AM		3:30 PM	3:45 PM

In the event an employee must deviate from the above schedule, they should promptly notice their supervisor so that sufficient coverage can be obtained in their absence.

EINSTEIN reserves the right to assign employees to jobs other than their usual assignment when necessary.

All Einstein employees must arrive early enough to allow adequate time to sign-in prior to reporting to their duty position. Teachers must be prepared to receive their students at the commencement of the school day.

Employees are given a 5-minute grace period from their required arrival time to clock-in without being considered tardy. However, if an employee does not clock in within the grace period they will be considered late from their required reporting time and their accrued leave time will be docked.

Teachers may not leave the school for the day until all of their students have been dismissed, or until their duties have been completed if they have any after-school duties. Teachers and administration must sign-out upon leaving the School premises.

Teachers and administration may be expected and required to attend certain school meetings and events that occur outside the normal hours of the school day without additional compensation.

All employees must sign in upon arrival and report to their duty post on time, actively perform duty, and are to remain until the end of the scheduled time or until relieved by the following duty personnel.

Any employee, including teachers, administration, and all staff, who leaves the school premises during his or her designated lunch time or at any other time during the workday must sign-out when leaving and sign-in upon return.

Non-exempt employees are not to work before or to continue working after their scheduled hours unless specifically authorized to do so each time by their supervisor and the Chief Executive Officer. Should any work be done before or after their scheduled hours, said non-exempt employee must immediately report the hours worked to his/her immediate supervisor and Chief Executive Officer.

Employees violating these rules may be subject to disciplinary action, up to and including termination.

Principals are expected to be in their designated building prior to the arrival of teachers or students. Principals, who leave their building for any purposes other than routine business affairs connected to the school, shall secure prior approval of the absence from the Chief Executive Officer. Principals and administrative staff are expected to remain in the building until all students and teachers have departed.

Employees are expected to report to work no later than the school's designated hours. Employees are expected to clock in and out daily using the *Paylocity* kiosks at their designated area.

Employees who are assigned duty must report to their duty station on time. Employees are required to remain in the building until their students have departed.

If an employee is absent, the time should be deducted from their sick/vacation balance (if applicable) as allowed by law. Time clock punches should be corrected daily to reflect whether an employee is absent or present by administration.

Please keep in mind that failing to sign in or out should not be a recurring issue. If it is, the following progressive discipline may apply:

1 st Offense	Verbal
2 nd Offense	Written
3 rd Offense	One (1) Day Suspension Without Pay
4 th Offense	Three (3) Day Suspension Without Pay
5 th Offense	Termination

Einstein reserves the right to skip steps in the progressive discipline policy within its discretion. Work hours may vary from school to school. Please check with your school’s principal and/or administrator to confirm work hours for your respective school.

All employees shall be prompt in attendance and shall remain on duty the entire school day. Duty schedules shall be set at the discretion of the school administrator and shall be a shared responsibility among Einstein employees. Employees shall be notified in writing of the duty schedule and shall be notified of any subsequent changes in the duty schedule. Employees are not allowed to leave their job assignments during work hours without the express permission of their immediate supervisor.

It shall be the employee’s responsibility to ensure the accuracy of his/her record. It shall be the responsibility of the Supervisor/Principal/Principal Designee approving time and attendance records to verify that all records are accurate, and that all required supporting documentation is attached and included in the record.

ABSENCE OR LATENESS

EINSTEIN is aware that there are emergencies, illnesses, and/or pressing personal business that cannot be scheduled outside an employee’s work hours. As a result, from time to time, it may be necessary for employees to be absent from work. Sick/personal leave have been provided for this purpose.

Employees who are unable to report to work, or who will arrive late, must contact the Principal’s office and inform him/her of their situation. Employees who know in advance that they will need to be absent, arrive late, or leave early should complete the *Leave Application Form* to request this time off directly from their supervisor.

Employees who are unable to call in themselves because of an illness, emergency, or for some other reason, are to have someone call for them. Employees who are absent because of an illness for three (3) or more consecutive days may be asked by the Principal to submit written documentation from their doctor stating that they are able to resume normal work duties before they will be allowed to return to work. A note from the doctor is also required for an absence prior to or after a weekend.

Supervisors will make a note of any employee’s absence or tardiness, and his or her reasons, and place it in the employee’s personnel file. Employees should be aware that excessive absences, tardiness or leaving early may lead to disciplinary action, up to and including being placed on leave without pay and/or termination.¹

¹ A detailed description of the leaves offered by Einstein is included in the “Leave” section of this Employee Handbook.

FAILURE TO REPORT TO WORK

An employee who fails to report to work or notify their direct Supervisor/Principal of their ability to do so, for three (3) consecutive days will be considered to have voluntarily resigned.

PERFORMANCE EVALUATION POLICY FOR NON-FACULTY STAFF

The purposes of performance evaluations are to: (1) provide a fair assessment of the employee's performance, (2) assist the employee in improving performance, (3) provide a basis for an appropriate level of compensation, and (4) support and provide documentation for personnel actions under approved policies.

Completed Performance Evaluation forms are part of an employee's official personnel file. The Leadership Team may be directed by the Principal to conduct performance evaluations.

The final step in the evaluation process is assigned to the Principal. As an official part of each personnel file, Performance Evaluations shall be treated as confidential.

PROFESSIONAL EVALUATIONS FOR TEACHERS

The CEO/Principal/Principal Designee will perform formal and informal evaluations and walkthroughs throughout the year. The formal evaluations will be scheduled and conducted by an administrator or their designee. The evaluation will be based on ECS Instructional Rubric and COMPASS Rubric.

ECS Instructional Rubric is Einstein Charter Schools educator support and evaluation system designed to provide all educators with regular, meaningful feedback on their performance. This system promotes a cycle of continuous improvement by providing aligned resources that guide educators throughout the year.

EINSTEIN wants its teachers to succeed. In that regard, EINSTEIN offers teachers coaching and other resources to help them improve their performance when needed and possible. All evaluations will be a part of your personnel file and shall be treated as confidential.

INTERNAL INVESTIGATIONS AND SEARCHES

School property includes but is not limited to, offices, classrooms, desks, computers, file cabinets, etc. Employees do not have any right to privacy with respect to these items or locations.

School property is not to be utilized for private use and is subject to search.

EINSTEIN is not responsible for loss or damage of employees' personal property.

Employees are not to have any expectation of privacy with respect to all forms of communications including voicemail, telephone, e-mail, internet use and other related forms of communication.

From time to time, EINSTEIN may conduct internal investigations pertaining to matters including but not limited to security, safety, auditing, or work-related issues. Employees are required to cooperate fully with and assist in these investigations if required to do so. Whenever necessary, at EINSTEIN's discretion,

employee's work areas (i.e. desks, file cabinets, lockers, etc.) and personal belongings (i.e. briefcases, handbags, etc.) may be subject to a search without notice. Employees are required to cooperate. If a search is necessary, the searches will be conducted in a fair, nondiscriminatory manner that best serves the purpose of the search while minimizing the scope of the intrusion. Because even a routine search for EINSTEIN property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to present to EINSTEIN.

STUDENT SUPERVISION

Employees are responsible for the safety and wellbeing of students. Under no circumstances should a student be left unsupervised or unattended, including in classrooms and during duty times. It should be expressly understood that this includes clubs, performing groups, and athletic teams, during both meetings and/or practices.

PROGRESSIVE DISCIPLINE

Progressive discipline is a formal process which includes several steps or levels of discipline, each of which provides the employee with the opportunity to correct the problem or inadequacy when appropriate. These steps are outlined on the Employee Incident Report, which may be used in disciplining employees for infractions. Depending on the circumstances and severity of the infraction, disciplinary action may involve the steps outlined below. The seriousness of the situation will determine the action taken in any given circumstance, and an employee's overall work and attendance records may be considered. Einstein Charter Schools will take the action believed to be most appropriate in each situation and can bypass any of the steps outlined below. Progressive discipline does not change the at-will employment relationship.

A. Preliminary Actions- Unless the severity of the infraction warrants otherwise, prior to moving to formal discipline the supervisor should do the following:

1. Hold a discussion in private with the employee. During the discussion, the supervisor should state the problem clearly and allow the employee to respond.
2. When necessary, conduct a thorough fact-finding inquiry that includes collection of all information and applicable records.
3. Follow up with the employee after the meeting and after all information has been gathered, to discuss the findings and/or discipline. If the supervisor intends to move to formal discipline, the employee should be told at the conclusion of the follow-up meeting or as soon after as possible. It should be made clear to the employee which level or step of the discipline process is being applied.
4. Provide a follow-up letter as soon after the meeting as possible. The letter should include the date and time of the follow-up meeting, a brief statement of the problem, the supervisor's expectations, and the conclusion reached in the meeting. The stage of discipline must be clearly noted and a statement made that lack of improvement will result in further discipline.

Taking this preliminary action before moving to formal discipline is discretionary and used for minor infractions .

B. Steps of Progressive Discipline- There are five steps in the progressive discipline process; however, in cases of certain misconduct or repeated infractions, the process may be shortened and the supervisor, in consultation with the Human Resources department, may move directly to a later step in the process, including termination. All disciplinary action should be taken within a reasonable time frame and be

documented in an Employee Incident Report. Supervisors should strive to take disciplinary action no more than two (2) days from the time the supervisor learns or has knowledge of the offense.

Warnings:

1. **Verbal Warning:** Verbal warnings are appropriate for minor first offenses. It is important that supervisors not re-use the verbal warning for the same type of offense. No more than two verbal warnings should be given. A supervisor should have a full discussion with the employee before giving the warning to ensure that the employee has the opportunity to respond or to give additional information. If the supervisor believes that a verbal warning is appropriate, it should be made clear to the employee that the verbal warning is the first step in the progressive discipline process. The verbal warning should be documented for the supervisor's record and it is recommended that a note summarizing the warning be given to the employee. The record and note should record the date, time, reason for the warning, and, when appropriate, reference the policy violated.

2. **Written Warning:** After an employee has received a verbal warning and/or if the severity of the infraction warrants, a subsequent offense may be addressed by a written warning as appropriate. Supervisors should review the draft of the written warning with the Human Resources department. The supervisor and employee should meet to discuss the written warning. The written warning should be given to the employee directly following the discussion, with copies to the Human Resources department for the employee's official personnel file.

The written warning should:

- Be documented on the Employee Incident Report;
- Thoroughly and specifically describe the situation prompting the written warning including the day, date, time, location, what the supervisor saw or heard, and, when appropriate, reference the policy violated;
- Indicate why the behavior or performance is unacceptable;
- Include a summary of the decisions that were reached during the discussion regarding how the employee would correct the problem;
- State that if the behavior continues or other problems occur, additional corrective measures may be taken, which may result in termination of employment;
- If the written warning is given without a prior discussion regarding the incident between the supervisor and employee, the supervisor should discuss the matter with the employee when giving the employee the written warning.

3. **Final Written Warning:** After an employee has received a first written warning or if the severity of the infraction warrants, a subsequent offense may be addressed by a Final Written Warning. The steps listed for a Written Warning should be repeated (share content of warning with HR department and meet with employee to discuss repeated offense). The final written warning should be given to the employee directly following the discussion, with copies to the Human Resources department for the employee's official personnel file.

4. **Investigation and Suspension:** Investigation and suspension is the fourth step of the disciplinary procedure. It is intended to indicate to the employee the seriousness of the infraction and that the employee can reasonably expect that the next step is termination of employment. Before determining if an employee should be suspended, the supervisor must conduct a thorough investigation of the incident, discuss the incident with the Human Resources department and receive approval from the CEO to suspend the employee. The employee should be notified in writing of the suspension as soon as possible. The

Employee Incident Report should outline the reason for the suspension and the dates of the suspension. Suspensions are normally for 1-3 consecutive workdays and the dates are determined by the supervisor, in consultation with Human Resources. The employee should be warned that continuation of the behavior may result in termination of employment. Suspensions may be with or without pay depending on the infraction. This decision is within the sole discretion of the Director of Human Resources and the CEO. When an employee is the subject of certain investigations, s/he may be placed on administrative leave , pending results of the investigation. Supervisors should consult with the Human Resources department regarding pay.

5. **Termination:** Termination of employment is the culmination of the progressive discipline process and/or the penalty for very serious offenses.

CORPORAL PUNISHMENT

EINSTEIN expects employees to command respect by being respectful and by correcting students in a respectful manner. Corporal punishment is strictly forbidden. As such, slapping, spanking, pinching, hitting, or use of physical force to correct student behavior is strictly prohibited. Employees are expected to seek the necessary resources to correct student behavior, when it is beyond their ability to take corrective action. Use of corporal punishment may be grounds for discipline, up to and including immediate termination.

PERSONNEL RECORDS AND ADMINISTRATION

The task of handling personnel records and Human Resources related personnel administration functions at EINSTEIN has been assigned to the Director of Human Resources and/or CEO. Questions regarding insurance, wages, and interpretation of policies should be directed to the Director of Human Resources and/or the CEO.

PERSONNEL FILES

All personnel files are property of the school. Keeping your personnel file up to date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the items listed below, please notify the Director of Human Resources as soon as possible.

1. Legal name
2. Home address
3. Home telephone number
4. Person to call in case of emergency
5. Number of dependents
6. Marital status
7. Change of beneficiary
8. Driving record or status of driver's license, if you operate any EINSTEIN vehicles
9. Military or draft status
10. Exemptions on your W-4 or L-4 tax forms
11. Training Certificates
12. Professional License
13. Teachers Retirement System of Louisiana Enrollment Form

Upon experiencing a family status change, please notify the Director of Human Resources within thirty (30) days for benefit modifications, if necessary.

You may request to see information that is kept in your own personnel file. Any review of information in your personnel file must be in the presence of someone from EINSTEIN's Human Resources Department, and you may request and receive copies of all documents you have signed. Please make arrangements with the Director of Human Resources.

MEDICAL RECORDS

All medical records, if any, will be kept in a separate confidential file. EINSTEIN maintains this information in the strictest confidence and will not use or disclose medical information about an employee without the employee first having signed an authorization form permitting such use or disclosure.

SEPARATION OF EMPLOYMENT

NON-RENEWAL OF EMPLOYMENT

Non-renewal of Employment may be for any reason, as all Einstein Charter Schools employees are at-will. If a Non-Renewal of Employment is recommended, this will be communicated by the School Leader or Human Resources to the employee prior to the end of the school year, and will become effective at the end of the current school year, on the last day for a specific employee type (i.e. 10, 11 or 12 month employees).

NOTICE OF SEPARATION

Employees who voluntarily end their employment with Einstein Charter Schools during the school year should give the Human Resources department and their direct supervisor at least two weeks written notice in advance of their termination date.

INSURANCE CONVERSION PRIVILEGES

According to the Federal Consolidated Omnibus Budget Recalculated Act (COBRA) of 1985, in the event of an employee's termination of employment with Einstein Charter Schools or loss of eligibility to remain covered under EINSTEIN'S group health insurance program, employees and their eligible dependents may have the right to continued coverage under Einstein Charter Schools' health insurance program for a limited period of time at their own expense. At their exit interview or upon termination, employees will learn how they can continue their insurance coverage and any other benefits they currently have as an employee who is eligible for continuation. Employees should consult the Human Resources department for additional details.

EXIT INTERVIEWS

When an employee leaves EINSTEIN, the Human Resources team requests that they participate in an exit interview or complete an exit survey, so that we can learn the employee's reasons for leaving, and/or any other impressions that the employee may have about Einstein Charter Schools. In the exit interview survey, employees can provide insight into areas for improvement that Einstein Charter Schools can make. Each employee should complete an exit clearance form to be signed by Operations, Finance, and Human Resources.

FINAL CHECK

Einstein reserves the right to provide final checks as allowed by law. Final checks will be directly deposited. Employees should complete the entire employee check out process with Human Resources and return all Einstein Charter equipment and property prior to receiving your final check. If equipment is not returned before your scheduled exit interview, the value of the equipment that is not returned or that is returned damaged may be deducted from the final paycheck.

RETURN OF EINSTEIN PROPERTY

Employees may be issued EINSTEIN property for use during their employment. Such items include but are not limited to school issued ID, computer equipment, keys, and communication devices. Employees are required to sign a Technology Responsibility and Key Issuance Form when items are issued. All Einstein issued property must be returned to Einstein Charter Schools at the time of employee's separation of employment.

Employees will be responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from the employee's paycheck. The cost to repair any damaged property may be deducted from the employee's paycheck.

EMPLOYMENT INQUIRIES

Employees of EINSTEIN should not under any circumstances respond to any requests for information regarding another employee unless it is part of their assigned job responsibilities. Employees who receive requests for information regarding other employees should forward those requests to their supervisor who should then forward them to the Human Resources team.

UNEMPLOYMENT COMPENSATION

Depending upon the circumstances, employees may be eligible for Unemployment Compensation upon termination of employment with Einstein Charter Schools. Eligibility for Unemployment Compensation is determined by the Louisiana Workforce Commission.

DISCRIMINATION AND HARASSMENT POLICY

Einstein Charter Schools maintains a strict policy prohibiting any type of unlawful discrimination and harassment and strives to provide a professional work and learning environment that maintains equality, dignity, and respect for all. Unlawful harassment of any sort – whether in verbal, physical, visual, paper or electronic form - will not be tolerated. EINSTEIN's policy against unlawful discrimination and harassment applies to all employees, applicants for employment and third parties over whom EINSTEIN has control. This policy applies to all harassment occurring in the work environment, whether on school property or informal business situations, including but not limited to EINSTEIN events, parties, business trips, and other related occurrences.

Sexual harassment is strictly prohibited. Sexual harassment may include but is not limited to unwelcome sexual advances, requests for sexual favors, other verbal or physical contact of a sexual nature when such conduct has a purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive environment or when submission to or rejection of such conduct by an individual is used as the basis of employment decisions affecting the individual either implicitly or explicitly.

Workplace discrimination and harassment on the basis of age, sex (including pregnancy), race, color, religion, national origin, disability, veteran status, gender, gender identity, gender expression, sexual orientation or any other factor protected by law is also strictly prohibited. Prohibited workplace harassment also includes actions that are motivated by hostility toward a person's gender or that are gender-based even though such actions may not be sexual in nature. Prohibited acts of workplace harassment include, but are not limited to, rude and offensive jokes or stories; slurs; any name-calling or acts of physical violence or

intimidation; visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, items, or gestures; or physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work.

RETALIATION PROHIBITED

Retaliation for good faith reporting of any alleged discriminatory conduct or alleged harassment is strictly prohibited. An employee who retaliates in any way against an individual who has brought a complaint pursuant to this policy or participated in good faith in an investigation of such a complaint, may be subject to disciplinary action, up to and including termination.

REPORTING

A person who believes that he or she has been subjected to discrimination, harassment, or retaliation or who becomes aware of an incident of discrimination, harassment, or retaliation, in violation of these policies must report the incident to the Human Resources Director. If the Human Resources Director is the harasser, then the employee can report the behavior to the CEO. Incidents should be reported as soon as possible after the time of their occurrence. No person is required to report discrimination or harassment to the alleged offender.

All complaints will be subject to an appropriate and prompt investigation, examined impartially and addressed by EINSTEIN as promptly as possible. Every effort will be made to keep such complaints as confidential as possible, although it is understood that an investigation will normally require the involvement of third parties.

Any person who knowingly and intentionally makes an unauthorized disclosure of confidential information contained in a complaint or otherwise relating to the investigation of a complaint under this policy may be subject to disciplinary action, up to and including termination.

Any employee found to have violated EINSTEIN's Equal Employment Opportunity Policy, Harassment Policy or Non-Retaliation Policy may be subject to disciplinary action, up to and including termination. Einstein Charter Schools will also take any additional action necessary to appropriately correct the situation.

Any person who knowingly and intentionally makes or submits a false complaint under this policy may be subject to disciplinary action, up to and including termination.

TITLE IX POLICY AND PROCEDURES

Title IX Policy & Grievance Procedure

Title IX states “[n]o Person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.” 20 U.S.C. § 1681(a). Einstein Charter Schools does not discriminate on the basis of sex in the education program or activity that it operates, and Einstein is required by Title IX, as amended, not to discriminate in such a manner.

This Policy explains how to report a complaint of sexual harassment, the steps Einstein takes to investigate the complaint, the decision making process, and the appeal process.

I. Notification Regarding Reporting Allegations of Sexual Harassment

To all students, parents or legal guardians, employees, and applicants for employment, Einstein's Title IX Coordinator is:

Title IX Coordinator

My Tran
4801 Maid Marion Drive
New Orleans, LA 70128
Phone Number: (504) 202-1372

The Title IX Coordinator is the person authorized by Einstein to coordinate its Title IX compliance program. Any person may report sex discrimination, including sex harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination), in person, by mail, by telephone, or e-mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Any Einstein employee who knows or learns information concerning conduct related to sexual harassment or allegations of sexual harassment should immediately notify the Title IX Coordinator.

Reports may be made at any time (including during non-business hours) by using the Title IX Coordinator's telephone number or email address, or by mail to the Title IX Coordinator's office address, listed above. Inquiries about the application of Title IX may be directed to the Title IX Coordinator or to the Assistant Secretary of Education at the United States Department of Education, or both.

II. Definitions Under Title IX

"Actual knowledge" is present when the Title IX Coordinator, any official with authority to institute corrective measures, or ANY EMPLOYEE (excluding respondent) of Einstein has notice or receives a report or information or learns of sexual harassment or allegations of sexual harassment. Any employee with actual knowledge of sexual harassment or allegations of sexual harassment is required to make a report to the Title IX Coordinator.

"Complainant" means the individual who is alleged to be the victim of conduct that could constitute sexual harassment. A person may be a complainant even when no complaint is filed and no grievance is pending. At the time of filing, the complainant must be participating in or attempting to participate in the educational program or activity of Einstein.

"Decision-maker" means the persons tasked with the following: 1) the responsibility of making initial determinations or responsibility (also referred to as the "initial decision-maker" or 2) the responsibility to decide any appeal (also referred to as the "appeal decision-maker") in formal complaints of sexual harassment in the Title IX grievance process.

"Deliberate indifference" is when Einstein's response is clearly unreasonable in light of known circumstances.

“Determination regarding responsibility” is the formal conclusion of the initial decision-maker on each allegation of sexual harassment as to whether the respondent did or did not engage in the alleged conduct constituting sexual harassment.

“Education program or activity” was previously defined as all the “operations of [Einstein]” The definition has been enlarged to include any location, event or circumstance over which Einstein exercised substantial control over both the respondent and the context in which the harassment occurs.

“Formal complaint” is a document filed by a complainant, the complainant’s parent/guardian, or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that Einstein investigate the allegations.

“Respondent” means the individual who has been reported to be the perpetrator of the conduct that could constitute sexual harassment. A person may be a respondent even when no complaint is filed and no grievance is pending.

“Sexual harassment” - Conduct “on the basis of sex” that meets one or more of the following:

1. An employee of Einstein conditioning the provision of an aid, benefit or service of Einstein on an individual’s participation in unwelcome sexual conduct (quid pro quo sexual harassment);

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Einstein’s education program or activity;

3. “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v) means an offense classified as a forcible or non-forcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

4. “Domestic violence” as defined in 34 U.S.C. 12291(a)(8). “Domestic violence” includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction;

5. “Dating violence” as defined in 34 U.S.C. 12291(a)(10). “Dating violence” means violence committed by a person-

(a) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(b) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) the length of the relationship;

(ii) the type of relationship;

(iii) the frequency of interaction between the persons involved in the relationship; or

6. “Stalking” as defined in 34 U.S.C. 12291(a)(30). “Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to- (A) fear for his or her safety or the safety of others; or (B) suffer substantial emotional distress.

“Supportive measures” are non-disciplinary, non-punitive, individualized services offered as appropriate, as reasonably available, and without fee or charge to a complainant or a respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Supportive measures will be designed to restore or preserve equal access to the educational program or activity without unreasonably burdening the other party. Examples of supportive measures include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, increased monitoring or supervision, mutual contact restrictions between the parties, etc.

III. Reports of Sexual Harassment

Any person may report sex discrimination, including sex harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination), in person, by mail, by telephone, by email, or by any other means that results in Einstein’s Title IX Coordinator receiving the person’s verbal or written report. **Any Einstein employee** who knows or learns information concerning conduct related to sexual harassment or allegations of sexual harassment should immediately notify Einstein’s Title IX Coordinator. Failure to report will subject the employee to discipline up to and including termination.

Einstein shall follow all state laws regarding reporting allegations of criminal misconduct (i.e., sexual assault on a student) and all state laws and regulations regarding mandatory reporting.

IV. Response to Notice of Sexual Harassment

Einstein has specific obligations in responding to the notice of sexual harassment. Each of the procedural requirements set forth in the amended regulations are to ensure a fair process for both parties. Einstein must respond promptly to actual knowledge of sexual harassment in an education program or activity and respond in a manner that is not deliberately indifferent. Einstein must treat complainants and respondents equitably by offering supportive measures to a complainant and following a grievance process before imposing any disciplinary sanctions on a respondent.

A. Complainant. The Title IX Coordinator will contact the complainant promptly (even if a formal complaint has not been filed) to:

1. discuss the availability of supportive measures;
2. consider the complainant’s wishes regarding supportive measures;
3. inform the complainant of the availability of supportive measures with or without the filing of a formal complaint; and
4. explain the process for filing a formal complaint.

The process for filing a formal complaint is described below in the section of the policy entitled “Formal Complaint Process.”

B. Respondent. The Title IX Coordinator’s response to the respondent will also protect the respondent’s due process rights so as not to impact the respondent’s access to education prior to the grievance process and a determination regarding responsibility. However, the

regulations permit Einstein to immediately remove a respondent from the education program or activity on an emergency basis if Einstein conducts an individualized safety and risk analysis and determines that an emergency removal is necessary to protect any student or other individual from an immediate threat to physical health or safety. This provision shall not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act or regulations promulgated thereunder. An employee respondent may also be placed on administrative leave. In either instance, Einstein must provide respondent with notice and an opportunity to challenge the decision immediately after removal.

V. Formal Complaint Process

A. Basic Elements of Grievance Process

The following are all components of Einstein’s grievance process:

1. Treat complainants and respondents equitably by providing remedies to a complainant after a determination of responsibility for sexual harassment has been made against a respondent, and by following this grievance process before imposing any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies must be designed to restore or preserve equal access to the Einstein’s education program or activity. Remedies may include supportive measures but may also include disciplinary action against respondent.
2. Provide an objective and impartial evaluation of all available evidence without making credibility determinations based on a party’s status as complainant, respondent, or witness.
3. The Title IX Coordinator, investigator, decision-maker, or any person designated to facilitate an informal process must not have a conflict of interest or bias for or against complainant or respondent. Training is provided for these individuals on definition of sexual harassment, scope of Einstein’s program or activity, how to conduct an investigation and grievance process, hearings, the use of any technology to be used at hearings, appeals and informal processes. Investigators are trained on how to prepare an investigation report. Decision-makers are trained on issues of evidence and questioning.
4. There is a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility has been made at the conclusion of the grievance process.

5. Einstein will strive to complete the grievance process upon initiation of a Formal Complaint within 45 days. If good cause exists for an extension of time, Einstein will provide notice to both parties of such extension and the reasons for the delay.
6. As a result of a determination that harassment has occurred, remedies may include disciplinary action up to and including suspension or termination of employment (if an employee) and suspension or expulsion (if a student).
7. Einstein has adopted the preponderance of the evidence standard to determine responsibility.
8. Procedures and permissible reasons for appeal by a respondent or a complainant are provided in this Policy.
9. Supportive measures available to complainants and respondents may include but are not limited to: stay-away or no-contact agreements; schedule changes; counseling; social work minutes. Supportive measures are intended to be a collaborative process with the complainant and/or respondent, and specific, reasonable requests by a complainant and/or respondent will be considered for implementation.
10. Einstein disallows evidence or questions that constitute or seek legally privileged information, unless the privilege is waived.

B. Written Notice

Einstein provides a written notice to all known parties upon receipt of a formal complaint. The Notice shall be sent to the parties contemporaneously. The Notice includes all of the following:

1. Notice of the grievance process, including any informal resolution process;
2. Notice of the allegations potentially constituting sexual harassment as defined in Title IX with sufficient details (names, dates, conduct, location, etc.) to allow the respondent to prepare a response before any initial interview;
3. A statement that the respondent is presumed not responsible for the conduct and responsibility will be determined at conclusion of grievance process;
4. Notice of the parties' right to have an advisor (may be an attorney) and to inspect and review evidence, and that
5. The code of conduct prohibits knowingly making false statements or providing false information in the grievance process.

If a formal complaint is initiated (1) without knowledge of the respondent's identity or (2) by the Title IX coordinator without knowledge of the complainant's identity, and the identity of the complainant and/or respondent is later discovered through the Title IX investigation, Einstein shall provide an additional, updated Notice to all parties.

C. Dismissal of Formal Complaint

1. A complaint must be dismissed if the allegations do not constitute sexual harassment as defined even if proved, did not occur in Einstein's program or activity, or did not occur against a person in the United States.

2. A complaint may be dismissed if complainant notifies the Title IX Coordinator at any time that he/she wishes to withdraw the complaint or an allegation, if the respondent's enrollment or employment ends, or if specific circumstances prevent Einstein from gathering evidence (e.g. passage of several years between complaint and alleged conduct, non-cooperation of complainant, etc.).
3. Notice of dismissal must be provided to both parties, including the reasons for dismissal.

D. Consolidation of Formal Complaints

Where allegations arise out of the same facts or circumstances, formal complaints can be consolidated against more than one respondent, by more than one complainant against one or more respondents, or by one party against another party.

E. Investigation

Einstein's investigative process:

1. Ensures that the burden of proof and gathering evidence rests on Einstein rather than the parties (note: certain treatment records cannot be obtained without voluntary, written consent; also parent consent may be sought under FERPA if applicable);
2. Provides an equal opportunity for each party to present witnesses and evidence;
3. Does not restrict either party's ability to discuss the allegations or gather and present evidence;
4. Provides the same opportunity to have others present during interviews or other proceedings, including an advisor (who may be an attorney) and ensures that any restrictions on advisor participation apply equally to both parties;
5. Provides written notice to a party who is invited or expected to attend and includes, the date, time, participants, purpose, and location of any investigative interview or other meeting with enough time to allow the party to prepare to participate;
6. Provides both parties and their advisors, if any, an equal opportunity to review all evidence that is directly related to the allegations in the formal complaint, including evidence on which Einstein does not intend to rely and any exculpatory or inculpatory evidence from any source. This evidence will be provided prior to the completion of the final investigative report and in time to give the parties at least 10 days to submit a written response, which Investigator will consider before completing the investigation report; and
7. Includes preparation of a written investigation report that fairly summarizes the relevant evidence; report will be provided to the parties and their advisors at least 10 days before a determination of responsibility for review and written response.

F. Hearings and written questions

No hearing is required in K-12 educational institutions. School officials may determine that hearings will be held in certain circumstances, and under such circumstances written notice to the parties will be provided.

With or without a hearing, after Einstein has sent the investigative report to the parties and before reaching a determination regarding responsibility, the Decision-Maker must provide each party the opportunity to submit written, relevant questions that the party wants asked of another party or witness, provide each party with the answers, and provide for limited follow-up questions. The recent amendments to Title IX provide restrictions, with limited exceptions, on certain types of questions related to the complainant. If the Decision-Maker determines that any submitted questions shall be omitted as irrelevant, the Decision-Maker will provide written notice and explanation as to why such question(s) were omitted.

G. Determination of Responsibility

The Decision-Maker cannot be the Investigator or the Title IX Coordinator. The Decision-Maker will issue a written determination of responsibility that:

1. Identifies the allegations that potentially constitute sexual harassment as defined in the amendments;
2. Describes Einstein's procedural steps taken from the receipt of the complaint to the determination;
3. Includes findings of fact supporting the determination;
4. Includes conclusions regarding application of the code of conduct to the facts;
5. Includes a statement of, and a rationale for, the result as to each allegation, including a determination of responsibility, any disciplinary sanctions imposed upon the respondent, and whether remedies to restore or preserve equal access to Einstein's education program or activity will be provided to the complainant; and
6. Includes procedures for appeals.

H. Appeals

1. Both parties have the right to appeal a determination of responsibility and/or Einstein's dismissal of a complaint or any allegations for the following reasons:
 - a. A procedural irregularity that affected the outcome;
 - b. New evidence that was not reasonably available at the time of the determination regarding responsibility and could affect the outcome; or
 - c. Conflict of interest on the part of the Title IX Coordinator, Investigator, or Decision-Maker that affected the outcome

2. Einstein will ensure that written notice is provided to both parties of the appeal and provide both parties an equal opportunity to submit a written statement in support of, or challenging, the determination.
3. A written decision of the appeal will be provided to both parties simultaneously.
4. The decision-maker for the appeal (the Appeal Decision-Maker) cannot be the Title IX Coordinator, the Investigator or the initial Decision-Maker.

I. Informal Resolution

At any point during the formal complaint process, Einstein, at its sole discretion, may offer to facilitate an informal process that does not require a full investigation as long as both parties receive written notice of their rights and the parties provide written, voluntary consent. Einstein cannot require the waiver of the right to an investigation and adjudication of formal complaints as a condition of employment or continuing employment of an employee, or enrollment or continuing enrollment of a student. Einstein cannot offer to facilitate an informal resolution process unless a formal complaint has been filed. Einstein cannot offer informal resolution in the context of a complaint alleging that an employee harassed a student. At any point prior to agreeing to an informal final resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

VI. Record Keeping

- A. Einstein must keep records related to reports of sexual harassment for a minimum of seven (7) years, including investigation records, disciplinary sanctions, remedies, appeals and records of any action taken, including supportive measures or the complainant's decision not to file a formal complaint under Title IX.
- B. Records should reflect that Einstein's response was not deliberately indifferent and that measures were taken to restore or preserve equal access to the education program or activity.
- C. If Einstein does not provide a complainant with supportive measures, it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.
- D. Einstein must also retain for seven (7) years any materials used to train Title IX Coordinators, Investigators, Decision-Makers and any employee designated to facilitate an informal process.
- E. Einstein must post training materials on its website.

VII. Retaliation

- A. Retaliation is prohibited against any person for the purpose of interfering with Title IX rights or because the person participated, or refused to participate, in any manner in a proceeding under Title IX regulations.

- B. Complaints of retaliation may be reported and filed under the Title IX grievance process.
- C. Einstein must keep confidential the identity of a person who complains of or reports sexual harassment, including parties and witnesses, except as permitted by law to carry out the purpose of the regulations with regard to conducting an investigation into the complaint.

GRIEVANCE POLICY

PURPOSE

At Einstein Charter Schools, employees (including faculty, administration, staff members, and all other employees) are expected to resolve their own disputes through open, respectful communication. If a situation arises that cannot be resolved between the parties involved, then this policy will be used. The purpose of this policy is to ensure that employees understand how to pursue the resolution of grievances, concerns and disputes involving other EINSTEIN employees and the decisions of the administration. *However, this policy does not apply to complaints of discrimination, harassment, or retaliation. Such complaints must be reported and will be addressed as set forth in the Discrimination and Harassment Policy.* Additionally, this policy does not apply to performance evaluations or to decisions involving discipline, demotions, or terminations.

EINSTEIN emphasizes that the Network is an at-will employer, and this policy is not intended to modify the at-will employment relationship between the Organization and its employees.

PROCEDURE

An employee who has a complaint regarding another employee must first address the issue with the other employee involved and work reasonably and in good faith to resolve the concern.

An employee that is unable to resolve the dispute on their own may then raise the issue with their immediate supervisor, then to the Principal, then to the Director of Human Resources, then to the CEO.

If an employee's complaint involves the CEO, the employee must first address the issue with the CEO and work reasonably and in good faith to resolve the problem. If the matter cannot be resolved through this initial effort, the employee shall make the complaint to the President of the Board of Directors, Dr. Raymond Delaney at raymond.delaney@einsteincharterschools.org. A Dispute Resolution Committee will be configured as outlined below to handle the employee grievance.

An employee should not direct complaints about the CEO to the Board unless and until he or she has worked in good faith to resolve the issue with that individual.

In the event the employee and the CEO are unable to resolve a complaint, and the employee wishes to bring the issue to the Board's attention, the complaint may be directed to the President of the Board in writing ("Complaint"). Complaints shall specify:

1. Details of the incident(s) giving rise to the complaint, including dates and approximate times;
2. Description of the action(s) or omission(s) which is the basis for the complaint;
3. Names of other individuals who might have information about the complaint;
4. Details of attempts to resolve the problem; and
5. Desired resolution.

Please see the Discrimination and Harassment Policy for the process for raising complaints pertaining to those policies.

A. Timetable

1. Ideally, the complainant will be notified within 15 days of submitting the Complaint as to whether the Dispute Resolution Committee will consider his/her Complaint against the CEO.
2. If the Complaint is accepted for consideration, the Dispute Resolution Committee will strive to meet promptly on the matter, ideally within 15 days of a decision having been made to consider the Complaint, or no more than 30 days following submission of the Complaint.
3. If the matter is accepted for consideration by the Dispute Resolution Committee, the complainant will be notified of the Dispute Resolution Committee's decision, ideally within 15 days of the matter being considered, or no more than 45 days following submission of the Complaint.

All timeframes are merely goals, however, and may not always be achievable under the circumstances.

B. Decision

1. Should the Dispute Resolution Committee refuse to consider a particular matter, then the CEO's decision is final and binding.
2. For any Complaint which the Dispute Resolution Committee has accepted for consideration, its decision is final and binding.
3. Only Complaints involving allegations of wrongdoing on the part of the CEO such that disciplinary or other job action might be considered against the CEO will go to the full Board for consideration. In such situations, the Dispute Resolution Committee does not have the discretion to take any such disciplinary or job action, but must refer the matter to the full Board for its consideration and decision.

C. Dispute Resolution Committee Configuration

The Dispute Resolution Committee will have three members, and it will consist of three Board Members appointed by the Board President.

No person may serve on the Dispute Resolution Committee when it is reviewing any issue in which that Committee member has an actual, possible, or perceived conflict of interest. Committee

members are expected to self-disclose any actual, possible or perceived conflict of interest. If a Committee member discloses to the Committee an actual, possible or perceived conflict of interest, or if any member of the Board becomes aware that an undisclosed actual, possible, or perceived conflict of interest exists concerning a Committee member, that Committee member shall be recused from Committee service for that issue only. In that event, the President of the Board shall nominate an alternative from the Board, and the Board shall vote on such members.

Should the Committee member sought to be recused, not agree that an actual, possible, or perceived conflict exists or otherwise reject the recusal, the matter shall be referred to the Board for action. The Board, meeting in executive session, shall determine if an actual, possible, or perceived conflict of interest exists. Prior to the determination, the President of the Board shall present information concerning the possible conflict of interest. The interested Committee member shall be given the opportunity to make a statement, either in person or in writing. The Committee member may not be present during the Board's deliberations.

If the Board determines that an actual, possible or perceived conflict of interest exists, it shall recuse the member from the issue being considered, and the President of the Board shall nominate an alternative from the Board, and the Board shall vote on such member(s). Should the Board find an actual, possible, or perceived conflict of interest does not exist, the Committee member may serve. Any Board determination concerning a conflict of interest and recusal shall promptly be communicated to the Committee member.

D. Other

1. This policy does not confer upon any employee of Einstein Charter Schools any additional rights. The existence of this policy does not preclude EINSTEIN from terminating an employee for any lawful reason even if the employee is pursuing the resolution of a grievance.
2. Additionally, this policy is not intended to discourage or limit an employee from reporting to the appropriate individual(s) a legal violation committed by another employee.

WHISTLEBLOWER POLICY

EINSTEIN requires its Board members, officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of Einstein, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

Please see the Discrimination and Harassment Policies for the process for reporting complaints or incidents pertaining to those policies.

REPORTING RESPONSIBILITY

The Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns internally so that EINSTEIN can address and correct inappropriate conduct and actions. It is the responsibility of all directors, officers, employees, and volunteers to report concerns about violations or suspected violations of law, ethical standards, or regulations that

govern EINSTEIN operations. It does not, however, prohibit, prevent, or preclude an employee from reporting actual or perceived violations of law to outside authorities as appropriate.

To the greatest extent possible, complaints should be in written form and include date, time, place, explanation of the violation in full, the person who the reporting is about, and the name of the person reporting along with their signature.

NO RETALIATION

No Board member, officer or employee who in good faith reports a violation under this Policy shall suffer harassment, retaliation or an adverse employment consequence as a result of having made the complaint. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

ACTING IN GOOD FAITH

Anyone filing a complaint concerning a violation or suspected violation of this Policy must act in good faith and have a reasonable belief that the information disclosed indicates a violation of the Policy. Any allegations that are proven to have been maliciously or knowingly false will be viewed as a serious disciplinary offense and may result in disciplinary action, up to and including termination.

COMPENSATION

The goal of EINSTEIN's compensation program is to attract potential employees, meet the needs of all current employees and encourage well-performing employees to stay with our organization. With this in mind, our compensation program is built to balance both employee and EINSTEIN needs.

PHILOSOPHY

It is EINSTEIN's desire to pay all regular employees' wages and salaries that are competitive with other employers in the marketplace in a way that will be motivational, fair and equitable. Compensation may vary based upon the individual's performance, the performance of EINSTEIN as an organization and other related and/or non-related reasons.

EINSTEIN applies the same principles of fairness to all employees, regardless of their age, sex (including pregnancy), race, color, religion, national origin, disability, gender, gender identity, gender expression, sexual orientation, veteran status, or any other factor protected by law.

BASIS FOR DETERMINING PAY

Several factors may influence your rate of pay. EINSTEIN considers the nature and scope of your job, your level of experience, your credentials, what other employers pay their employees for comparable jobs, what EINSTEIN pays their employees in comparable positions, and individual as well as EINSTEIN performance.

PAY PERIOD

Einstein will utilize a bi-weekly pay schedule. Pay dates are every two weeks on Fridays, except when the Friday occurs on a banking holiday. If a payday falls on a weekend or holiday, then the pay day will always be on Friday. Employees who are terminated or who voluntarily separate from employment with EINSTEIN will only be paid for the time they are employed by EINSTEIN.

EINSTEIN gives employees the option of receiving their pay by Direct Deposit or physical check. EINSTEIN highly encourages all employees to enroll in Direct Deposit. Employees must present individual authorization forms (available in the Human Resources Department) to the Human Resources Department. Each employee is responsible for notifying his/her individual bank with any instructions regarding the money deposited by EINSTEIN. Additionally, employees are to notify Human Resources immediately of any changes to their Direct Deposit information.

MANDATORY DEDUCTIONS

EINSTEIN is required by law to make certain deductions from your paycheck each time one is prepared. These may include federal and state income taxes, Medicare, Teachers' Retirement System of Louisiana ("TRSL"), and contributions to Social Security. These deductions will be itemized on your pay stub. The amount of the deductions will depend on your earnings and on the information you furnish on your W-4 & L-4 forms regarding the number of exemptions you claim. If you wish to modify this number, please request a new W-4 & L-4 form from the Human Resources Department immediately. Only you may modify your W-4 & L-4 forms. Verbal or written instructions are not sufficient to modify withholding allowances. We advise you to check your pay stub to ensure that it reflects the proper number of withholdings.

The W-2 form you receive annually reflects how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered garnishments, will be explained whenever EINSTEIN is ordered or required to make such deductions.

EXEMPT EMPLOYEE SALARY DEDUCTIONS

EINSTEIN will pay exempt employees a salary rather than by the hour. Once paid leave has been exhausted or is otherwise unavailable, EINSTEIN will deduct pay from an exempt employee's salary under the following circumstances: (i) one or more full day absences for personal reasons; (ii) one or more full day absences for illness, injury, or sickness (after the employee has exhausted sick/personal leave), (iii) one or more full day disciplinary suspensions; (iv) full day absences during an approved family or medical leave; and (v) as otherwise allowed by law. Exempt employees who believe that EINSTEIN made an incorrect or improper salary deduction should promptly report the deduction to their supervisors and the Director of Human Resources. If EINSTEIN incorrectly or improperly made a deduction from an exempt employee's salary, it will reimburse the employee for the deducted pay. EINSTEIN reserves the right to terminate employment once absenteeism exceeds paid or unpaid leave available.

EFFECTIVE DATE OF COMPENSATION CHANGES

Changes to the amount of an employee's wage or salary will become effective on the first regular pay period following the change.

DIRECT PAYROLL DEPOSIT

Direct payroll deposit is the automatic deposit of your pay into the financial institution account(s) of your choice.

PAYROLL ADVANCE

It is the policy of EINSTEIN not to grant wage or salary advances to any employee.

ERROR IN PAY

Every effort is made to avoid errors in your paycheck. Employees who believe an error has been made should tell the Human Resources Director immediately. They will take steps to research the problem and endeavor to make any necessary corrections by the next regular pay day. Employees are also required to inform management of an overpayment. Failure to report an overpayment will not prevent the Organization from correcting such overpayment once the mistake is discovered. The employee may also be disciplined, up to and including termination, for not reporting an overpayment once it was discovered.

OVERTIME PAY

Non-exempt employees will be eligible to receive overtime pay of one and one-half times your regular rate of pay for approved hours worked over forty (40) hours in one workweek. The designated workweek is Sunday at 12:00 am through Saturday at 11:59 pm. Overtime pay is based on actual hours worked. If during that week, an employee was away from the job because of a job-related injury, paid holiday, jury duty, vacation day, or paid sick time, those hours not worked will not be counted as hours worked for the purpose of computing eligibility for overtime pay.

Please note that for a non-exempt employee on an approved flexible work arrangement, overtime hours will be computed only on those hours worked in excess of a forty (40) hour workweek.

The CEO must approve all overtime in advance. Employees who fail to work scheduled overtime or who work overtime without prior authorization may be subject to disciplinary action, up to and including termination of employment.

TIME RECORDS

Employees are responsible for accurately recording their time worked. Time worked is the time actually spent on the job performing assigned duties. Employees must accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period if they leave the School premises. They must also record the beginning and ending time of departure from work for personal reasons. Time must be recorded in order for the employee to be compensated. If the time record does not reflect a clock in and out time, the employee may be disciplined up to and including termination.

By law, EINSTEIN is obligated to keep accurate records of the time worked by employees. Teacher and Staff sign-in records are legal documents. The sign in/out information on these documents must be accurate. EINSTEIN utilizes electronic time clocks at each school site that are to be used by all staff to sign-in and sign-out. Any issues with sign-in/sign-out should be immediately communicated to the Office Manager.

No one may clock-in or clock-out for another employee. Altering, falsifying, tampering with time records, or recording time on another employee's time record will result in disciplinary action, up to and including termination of both employees. In the event of an error in recording your time, please report the matter to the Director of Human Resources immediately.

In the event an employee must amend the time on their time record report, they must receive approval from their supervisor. The supervisor must sign off on the time amendment. Employees who do not have prior approval and requisite signatures will be disciplined up to and including termination for not receiving approval for the amended time. If a pay adjustment is needed due to the approved time record amendment, the employee will be paid the adjustment on the next scheduled pay date.

WAGE GARNISHMENTS

EINSTEIN hopes that its employees will manage their financial affairs so that it will not be obligated to execute any court-ordered wage garnishments. However, when an employee's wages are garnished by court order, EINSTEIN is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. EINSTEIN will, however, honor the Federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from an employee's paycheck.

BENEFITS

EINSTEIN is committed to sponsoring a comprehensive benefits program for all eligible employees.

A good benefits program is a solid investment in EINSTEIN's employees. EINSTEIN will periodically review the benefits program and will make modifications as appropriate. EINSTEIN reserves the right to modify, add or remove the benefits it offers, providing reasonable notice of such changes to our employees.

ELIGIBILITY FOR BENEFITS

Employees with questions regarding their benefits and eligibility should refer to their benefits documents and/or the Director of Human Resources and/or the CEO. Temporary employees and part time employees are not eligible for benefits.

INSURANCE COVERAGE

MEDICAL BENEFITS

All permanent, full time employees are eligible for medical insurance. Initial medical benefits forms must be completed prior to your start date. It is the employee's responsibility to complete and return medical benefits forms to the Director of Human Resources. Details concerning available plans, level of coverage and premium costs are in the benefit guide provided from Human Resources.

EINSTEIN will contribute 75% of full-time employees' medical premium coverage during employment by EINSTEIN and 60% of their dependents. Employees are eligible for coverage the first day of the month following the day of hire. Eligible employees who choose not to obtain medical insurance through EINSTEIN must sign a waiver of participation in the benefit programs.

WORKERS' COMPENSATION

On-the-job injuries are covered by our Workers' Compensation Insurance Policy. This insurance is provided at no cost to EINSTEIN employees. An on-the-job injury is defined as an accidental injury suffered in the course of your work, or an illness that is directly related to performing your assigned job duties. This job-injury insurance is paid for by EINSTEIN. Employees who cannot work due to a job-related injury or illness, may have their medical bills and a portion of their income paid by Workers' Compensation insurance until they can return to work.

All injuries or illnesses arising out of the scope of an employee's employment must be reported to the employee's supervisor immediately. Prompt reporting is the key to prompt benefits. A determination may be made by the Workers' Compensation Insurance Policy carrier as to whether the injury or illness reported qualifies for benefits under the policy. Benefits are automatic for covered injuries and illnesses, but nothing can happen until EINSTEIN knows about the injury. To ensure their right to benefits, employees must report every injury, no matter how slight.

Employees returning to work after being absent due to a work-related injury must report to their supervisor prior to beginning work and must bring a doctor's clearance for returning to work.

RETIREMENT PLAN

EINSTEIN is required to participate in the Teachers' Retirement System of Louisiana ("TRSL"). For more information about retirement, contact the Director of Human Resources.

LEAVE

PAID AND UNPAID LEAVE

As described below, EINSTEIN provides eligible employees with leave. In some circumstances, leave is paid. In other circumstances, leave is unpaid. EINSTEIN compensates employees entitled to paid leave using their base hourly rate, excluding overtime compensation, if any.

ABUSE OF LEAVE

Leave is a benefit of employment with Einstein Charter Schools. Employees who abuse leave and/or fail to secure proper approval are subject to being placed on leave without pay and/or disciplinary action, up to and including termination. An employee may be required to furnish a written statement from a licensed physician if there is a reason to suspect abuse of sick leave.

HOLIDAYS

EINSTEIN recognizes the following holidays:

Martin Luther King Day	Memorial Day	Labor Day	Winter Break
Mardi Gras	Juneteenth	Presidential Election Day	Thanksgiving Break
Spring Break	Fourth of July	Fall Break	

All permanent, full-time employees are eligible to receive holiday pay for scheduled EINSTEIN holiday closures according to a regional calendar. Temporary employees may not be eligible to receive holiday pay.

If a holiday falls on a weekend, it will be recognized on the Friday before or the Monday after that day.

To qualify for holiday pay, employees must work the last scheduled day before and the first scheduled day after the holiday unless the employee is absent:

- At the Principal's request/approval
- At the request/approval of their supervisor, director or Principal
- Due to closure of EINSTEIN because of inclement weather
- Due to sickness with a doctor's note verifying need for absence

Holiday pay for hourly and salaried employees will be equivalent to the pay the employees receive for their normally scheduled hours. Holiday pay will not count toward overtime. The holiday will only be treated as a paid holiday if it falls on a day you are regularly scheduled to work. Employees on leaves of absence for whatever reason will not be eligible for holiday pay.

BLACKOUT DATES

Requests for Sick/Personal and Vacation time will not be granted on a blackout date. The time taken will be deducted from an employee's salary. Unforeseeable circumstances will be handled on an individual basis and must be approved by your Principal/Supervisor. Documentation may be required upon returning.

Sick/Personal and Vacation Leave may not be taken the last week of the school year, or on scheduled in-service and/or professional development days, or immediately before or after

holidays without supervisor's permission. See your supervisor for specific department blackout dates. If Sick/Personal or Vacation Leave is requested on these dates (for foreseen or unforeseen circumstances) illness or disability documentation from your physician will be required upon returning. Please refer to the Sick/Vacation Policy for Professional Development Days.

PROFESSIONAL DEVELOPMENT DAYS

All scheduled Einstein Professional Development ("PD") days are mandatory for employees to attend. Unless a supervisor's permission is given, it is understood that pay will be deducted from an employee's check for PD absences unless documentation from your physician is provided for an illness or disability. Failure to provide documentation will result in a meeting with your supervisor regarding this matter that will be documented and placed in your employee personnel file. See Black-out Dates policy for further details.

SICK/PERSONAL LEAVE

All permanent, full-time employees are eligible to earn up to eighty (80) hours of paid sick/personal leave in a 12-month period. Temporary employees are not eligible to earn sick/personal leave. Paid sick/personal hours are earned at a rate of 4 hours per pay period up to a maximum of 80 hours in a school year. Once an eligible employee's leave bank reaches 80 hours of paid sick/personal leave, they will stop earning sick/personal leave until the leave bank falls below 80 hours. At no time can an eligible employee have more than 80 hours of paid sick/personal leave.

Unless prohibited by law, sick/personal leave will be deducted to the nearest minute. All employees are responsible for maintaining knowledge of their current sick/personal leave balance in Paylocity.

Employees will not earn sick/personal/vacation days while on FMLA leave or any other unpaid leave of absence.

When an employee has exhausted all accrued leave, all subsequent sick/personal/vacation leave will be considered unexcused and without pay unless the employee has discussed the remaining leave with Human Resources and the Director has approved it.

Sick/personal/vacation days may not be taken the first week of the school year, last week of the school year, or on scheduled professional development, in-service and/or training days, state assessment days or immediately before or after holidays.

SICK/PERSONAL/VACATION LEAVE EXCEPTIONS

- Employees, who miss more than three (3) consecutive unscheduled days, will be required to present a doctor's release to the Human Resources department and Supervisor that permits them to return to work.

- Sick/Personal/Vacation Leave taken in excess of the balance accumulated can result in disciplinary action up to and including employment termination. This time will be unpaid. The only possible exception to this policy must be granted by Human Resources.
- Per the Family and Medical Leave Act (FMLA) policy, all accumulated Sick/Personal/Vacation time runs concurrently with the unpaid FMLA time.
- In the event an employee has exhausted his or her Sick/Vacation time, any additional time off must be approved by his/her supervisor and will be taken without pay.
- Any employee who misses three (3) consecutive days of work without notice to their supervisor may be considered to have voluntarily abandoned their job.

LEAVE PAYOUT

EINSTEIN will pay 10-month employees for any accrued, unused sick/personal hours on the first regular payday in the month of June or with his/her final paycheck after separation of employment from EINSTEIN, whichever occurs first. Einstein will pay 12-month employees for any accrued, unused sick/personal hours on the last regular payday in the month of June or with his/her final paycheck after separation of employment from EINSTEIN, whichever occurs first. Sick/personal hours cannot be carried over year to year.

BEREAVEMENT

All permanent employees will receive four working days of leave with pay (not charged to other leave time) upon the death of an immediate family member. Members of the immediate family include the employee's spouse, child, parent, parent-in-law, grandparent, grandparent-in-law, granddaughter, grandson, daughter-in-law, son-in-law, step-parent, brother, sister, brother-in-law, sister-in-law, daughter or son of the employee's spouse.

Employees should request bereavement leave from their supervisors as soon as possible. Documentation must accompany a request for bereavement leave.

Bereavement pay will only be made to employees for actual time spent away from work. For example, if the death occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your vacation occurs on any of the days of absence, you may not receive holiday or vacation pay in addition to bereavement pay.

Bereavement pay is a gift from EINSTEIN. It is not a benefit and is not to be treated as wages. Employees do not accrue bereavement leave and will not be paid for unused bereavement leave.

JURY DUTY

EINSTEIN encourages and expects all employees to fulfill their civic responsibility by serving jury duty when required. EINSTEIN employees summoned for jury duty will be granted a leave of absence for the period of time required for such jury duty. The leave of absence will be granted

without loss of sick/personal leave or any other benefit. Employees will be paid his/her regular salary or wage during the period of time during which he/she serves on a jury.

Any employee summoned for jury duty must provide his or her supervisor with an authentic summons, subpoena, or notice for such duty and upon returning to work must present proof of jury duty service, including the dates of the employee's service. Employees are expected to return to work if they are excused for jury duty during their regular working hours.

FAMILY AND MEDICAL LEAVE

EINSTEIN will not discriminate against employees as a result of the approved use of family care or medical leave or a proper request for such leave. Requests for family care and medical leave will be considered without regard to age, sex (including pregnancy), race, color, religion, national origin, disability, gender identity, gender expression, sexual orientation, veteran status, or any other factor protected by law.

Eligible employees may take up to 12 work weeks of unpaid, job-protected leave under the Family and Medical Leave Act ("FMLA") in a "rolling" 12-month period for specified family and medical reasons. Additional information regarding this policy may be obtained from the Human Resources Director.

EMPLOYEE ELIGIBILITY

To be eligible for FMLA leave, you must have:

- Worked for EINSTEIN for at least 12 months; and
- Worked at least 1250 hours for EINSTEIN (an average of 25 hours per week) over the previous 12 months counted back from the date the leave commences.

CONDITIONS TRIGGERING LEAVE

FMLA leave may be taken for any of the following reasons:

- The birth of an employee's child and to care for the newborn child;
- The placement and care for a newly-adopted or recently-placed foster child;
- To care for a spouse, child, or parent (but not parent-in-law) who has a serious health condition;
- An employee's own serious health condition that renders the employee unable to perform one or more of the essential functions of his or her job;
- An employee's parent, spouse, or child is called up for active duty in the Armed Forces and the staff member's circumstances justify the need for leave ("Qualifying Exigency Leave"); or
- An employee's spouse, child, parent, or next of kin (nearest blood relative) is seriously ill or injured as a result of serving on active duty in the armed forces ("Military Caregiver Leave").

DURATION OF LEAVE

Eligible employees may receive up to 12 work weeks of unpaid leave during a “rolling” 12- month period, measured backward from the date of any FMLA leave. FMLA leave for the birth or placement of a child for adoption or foster care must be completed within 12 months of the birth or placement.

Eligible employees can take up to 26 weeks of FMLA leave in a single 12-month period because their spouse, child, parent, or next of kin (nearest blood relative) is seriously ill or injured as a result of serving on active duty in the armed forces (“Military Caregiver Leave”).

USE OF ACCRUED PAID LEAVE

Any unused paid leave that is available at the time of the request for FMLA leave will be applied concurrently and at the beginning of the FMLA leave. Except for any paid leave that is applied, an employee is not entitled to any compensation during FMLA leave.

INTERMITTENT LEAVE

Employees may request intermittent leave or reduced schedule leave to care for a family member with a serious health condition or if you have a serious health condition that warrants such a request.

NOTICE AND MEDICAL CERTIFICATION

When seeking FMLA leave, employees must provide:

- Thirty (30) days advance notice of the need to take FMLA leave, if the need is foreseeable, or notice as soon as possible in the case of an unforeseeable leave;
- Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member must be returned before your leave begins, or if not possible, within 15 days of EINSTEIN’s request to provide the certification. If you fail to do so, EINSTEIN may delay the commencement of your leave or withdraw any designation of FMLA leave, in which case your leave of absence would be unauthorized, subjecting you to discipline up to and including termination. Second to third opinions and periodic recertification may also be required;
- Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
- Medical certification of fitness for duty before returning to work if the leave was due to your serious health condition.

Failure to comply with the foregoing requirements may result in delay or denial of leave.

MAINTENANCE OF BENEFITS

While on a leave of absence provided for under this policy, EINSTEIN will continue your group health insurance benefits under the same terms as provided to other employees, for up to a maximum of 12 weeks leave during any one year period. If your leave extends beyond 12 weeks,

you shall be offered the opportunity to purchase continuing coverage under state and federal COBRA continuation rules. Employees who fail to return to work after expiration of FMLA leave may be required to reimburse EINSTEIN for health insurance premiums paid during the leave.

Other accumulated fringe benefits such as retirement, service credits, sick pay, vacation pay, and the like, shall be preserved at the level accrued as of commencement of the leave, but shall not be earned or accrued further during any such leave period.

REINSTATEMENT

Subject to certain exceptions permitted by law, EINSTEIN will restore employees to their original or equivalent positions upon return from FMLA leave. If, due to medical circumstances, you are no longer able to perform your original job, EINSTEIN will attempt to transfer you to alternate suitable work, if available.

DEFINITIONS

For purposes of this policy,

- A *child* is defined as a natural, adopted, or foster child, a stepchild or a legal ward;
- A *parent* is defined as the employee's or his/her spouse's natural, adoptive, or foster parent, stepparent, or legal guardian.
- A *serious health condition* is defined as a disabling physical or mental illness, injury, impairment, or condition involving a) inpatient care in a hospital, nursing home, or hospice; or b) outpatient care requiring continuing treatment or supervision from a health care professional or as defined by law.

MILITARY RESERVES OR NATIONAL GUARD LEAVE

Employees who serve in U.S. military organizations or state militia groups may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for continued employment under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and other applicable laws. These employees may apply accrued personal leave and unused earned vacation time to the leave if they wish, however they are not obliged to do so.

You are expected to notify your supervisor, CEO or Principal as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

ACCEPTING OTHER EMPLOYMENT OR GOING INTO BUSINESS WHILE ON LEAVE

Employees who accept any employment or go into business while on a leave of absence from EINSTEIN will be considered to have violated the terms of their employment with EINSTEIN as of the day on which they began their leave of absence and may be subject to disciplinary action up to and including termination.

LEAVE DONATION POLICY

Einstein Charter Schools recognizes that certain situations may arise that that will require them to take time off that exceeds the amount of personal paid leave they have available to them. To address

this need, all eligible employees will be allowed to donate PTO from their unused balance to their coworkers in need in accordance with the policy outlined below. This policy is strictly voluntary.

Personal Time Off (PTO) Donor Requirements:

- Employees who donate PTO are not authorized to donate more than 50% of their current PTO balance.
- Employees who are currently on an approved leave of absence cannot donate PTO.
- Employees cannot borrow against future PTO to donate.

Personal Time Off (PTO) Donee Eligibility Requirements:

The following employees must meet the following requirements to be eligible to receive donated PTO: Employees who would like to make a request to receive donated PTO from their co-workers must have a situation that meets the following criteria:

- Family Health Related Emergency: Critical or catastrophic illness or injury of the employee or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. Immediate family member is defined as spouse, child, parent or other relationship in which the employee is the legal guardian or sole caretaker.
- Other Personal Crisis: A personal crisis of a severe nature that directly impacts the employee. This may include a natural disaster impacting the employee's primary residence such as a fire or severe storm.

Personal Time Off (PTO) Donation Procedure

All request to donate or receive donated PTO must go through the Human Resources Department and complete a PTO donation form. Once complete, the form must be approved by the immediate supervisor and returned to the Human Resources Department for processing and final approval.

- Employees who would like to make a request to receive donated sick/personal time are required to complete a Donation of Sick/Personal Time Request Form which includes authorization to present their request to the employees of Einstein Charter Schools for the sole purpose of soliciting donations.
- Employees who wish to donate sick/personal time to a coworker in need must complete a Donation of Sick/Personal Time Form.
- All forms should be returned to the Human Resources Department before or during leave is taken.
- If the receiving employee has available PTO time in their balance, this time will be used prior to any donated sick/personal time. Donated sick/personal time may only be used for time off related to the approved request.

WORKING CONDITIONS

DRESS CODE

It is critical that Einstein Charter Schools employees model professionalism through their personal appearance. Professional attire and proper grooming are necessary when representing our

organization, and all employees are expected to demonstrate good judgment and professional taste.

With regard to specific attire, workout clothing (sweat suits, leggings) and athleisure clothing (yoga pants, tights) are not permitted to be worn during the school day. It is appropriate for Physical Education teachers as well as coaches who have events after the school day ends to wear athletic attire and/or clothing that is supportive of their specific team and/or school.

Any time an employee's personal appearance and/or grooming presents a distraction, it will be immediately remedied. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, PTO will be deducted for the time away from work.

INCLEMENT WEATHER /EMERGENCY SCHOOL CLOSURE

At times, emergencies such as severe weather, fires, or power failures can disturb school operations. The decision to close the central office or schools is the decision of the CEO. When the decision to close is made, employees will receive notification from their direct supervisor.

Please listen to local news, the radio, and check social media when there is inclement weather. In general, Einstein Charter Schools will follow the decisions of Orleans parish. In the event, there is a school closure due to inclement weather to make up the time lost the school year may be extended or holiday breaks may be shortened.

LACTATION/BREASTFEEDING

EINSTEIN will provide accommodations for an employee to express breast milk for up to 12 months following the birth of their child. Lactating mothers should speak with Human Resources regarding reasonable accommodations. School campuses will provide a private area other than a restroom for expression of breast milk.

SAFETY

GENERAL EMPLOYEE SAFETY

EINSTEIN is committed to the safety and health of all employees and recognizes the need to comply with regulations governing injury and accident prevention and employee safety. Maintaining a safe work environment, however, requires the continuous cooperation of all employees.

EINSTEIN will maintain safety and health practices consistent with the needs of our industry. If you are ever in doubt about how to safely perform a job, it is your responsibility to ask your director, supervisor, principal or assistant principal for assistance. Any suspected unsafe conditions and all injuries that occur on the job must be reported immediately. It is the responsibility of each employee to accept and follow established safety regulations and procedures.

EINSTEIN strongly encourages you to communicate with your CEO, director, supervisor, principal or assistant principal regarding safety issues.

REPORTING SAFETY ISSUES

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your supervisor, director or assistant principal. If you or another employee is injured, you should contact outside emergency response agencies, if needed. If an injury does not require medical attention, a Supervisor and Employee Report of Accident Form must still be completed in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred.

PARKING

EINSTEIN cannot be and is not responsible for any loss, theft or damage to your vehicle or any of its contents.

SAFETY RULES

Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all EINSTEIN activities. We want to protect you against injury and illness, as well as minimize the potential loss of production. Below are some general safety rules to assist you in making safety a regular part of your work.

TRASH DISPOSAL

Keep sharp objects and dangerous substances out of the trash can. Items that require special handling should be disposed of in approved containers.

CLEANING UP

To prevent slips and tripping, clean up spills and pick up debris immediately.

Mandatory classroom sanitation includes:

- Sanitation of all desktops and door handles with appropriate disinfectant supplies provided by EINSTEIN
- All debris and trash must be removed from floors and properly disposed
- Classroom supplies, books, and materials are to be neatly organized

PREVENTING FALLS

Keep aisles, workplaces and stairways clean, clear and well lighted. Walk, don't run. Watch your step.

FALLING OBJECTS

Store objects and tools where they won't fall. Do not store heavy objects or glass on high shelves.

WORK AREAS

Keep cabinet doors and file and desk drawers closed when not in use. Remove or pad torn, sharp corners and edges. Keep drawers closed. Open only one drawer at a time.

REPORT INJURIES

Immediately report all injuries, no matter how slight, to your director, supervisor, assistant principal or principal.

ASK QUESTIONS

If you are ever in doubt regarding the safe way to perform a task, please do not proceed until you have consulted your supervisor, director or assistant principal. Employees will not be asked to perform any task that may be dangerous to their health, safety or security. If you feel a task may be dangerous, inform your supervisor, director or assistant principal at once.

We strongly encourage employee participation and your input on health and safety matters. Employees may report potential hazards and make suggestions about safety without fear of retaliation. We appreciate, encourage and expect this type of involvement. The success of the safety program relies on the participation of all employees. Though it is EINSTEIN's responsibility to provide for the safety, health and security of its workers during working hours it is the responsibility of each employee to abide by the rules, regulations and guidelines set forth.

Any failure to adhere to these rules will be considered serious infractions of safety rules and may result in disciplinary actions up to and including termination.

WEAPONS

EINSTEIN believes it is important to establish a clear policy that addresses weapons in the workplace. Specifically, EINSTEIN prohibits all persons who enter School property from carrying a handgun, firearm, knife, or other prohibited weapon of any kind regardless of whether the person is licensed to carry the weapon or not.

The only exception to this policy will be police officers, security guards or other persons who have been given written consent by EINSTEIN to carry a weapon on the property. Any employee disregarding this policy will be subject to immediate termination.

DRUG-FREE AND ALCOHOL-FREE WORKPLACE

It is the School's policy to maintain a drug-free and alcohol-free workplace. No employee may use, possess, sell, offer to sell, attempt to sell, purchase, offer to purchase, attempt to purchase, distribute, transfer, manufacture, or be under the influence of any illegal drugs or alcohol while on duty, on the premises of Einstein Charter Schools, or on EINSTEIN business. Use of prescription drugs in any manner other than as directed by a prescription from a health care provider is also prohibited.

Engaging in any of the activities above shall be considered a violation of School policy, and the violator may be subject to discipline, up to and including termination. The School complies with all federal and state laws and regulations regarding drug use while on the job.

TESTING

The School retains the right to request any employee to submit to a substance test under the following circumstances:

ALCOHOL TESTING

Consistent with business necessity, reasonable suspicion of being under the influence or because of a direct threat, employees may be required to submit to alcohol testing. EINSTEIN may also test for alcohol post-accident or otherwise permitted by law.

DRUG TESTING

Einstein Charter Schools may conduct drug testing under any of the following circumstances:

- **REASONABLE SUSPICION TESTING:** If the School determines based on a reasonable and articulable belief that an employee is using a controlled substance based on direct observation of specific, contemporaneous physical, behavioral, or performance indicators of probable use, the School may require an employee to submit to drug testing. Physical, behavioral or performance indicators of probable use of a controlled substance include, but are not limited to: sudden changes in work performance; repeated failure to follow instructions or operating procedures; violation of School safety policies; involvement in an accident or near-accident if there is reasonable suspicion that drugs/alcohol were involved; discovery or presence of illegal or suspicious substances or materials in an employee's possession or near the employee's workplace; odor of alcohol and/or residual odor peculiar to some chemical or controlled substances; unexplained and/or frequent absenteeism; personality changes, disorientation or erratic behavior; and arrest or conviction for violation of a criminal drug statute.
- **POST-ACCIDENT TESTING:** When there is reasonable suspicion that drugs/alcohol were involved, any employee involved in an accident that results in injury to the employee, a fellow employee or any other individual during the course of an employee performing his/her job duties, or any incident or near miss incident involving an employee's use of School equipment may be required to submit to drug testing upon notice. This includes not only the employee who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.
- **TESTING AT RANDOM:** The School may randomly drug test all employees, except as may be prohibited by law.

FIRE PREVENTION

Know the location of the fire extinguisher(s) in your area and make sure they are kept clear at all times. Notify the Principal and School Operations Manager if an extinguisher is used or if the seal is broken. Keep in mind that extinguishers that are rated ABC can be used for paper, wood, or electrical fires. Make sure all flammable liquids, such as alcohol, are stored in approved and appropriately labeled safety cans and are not exposed to any ignition source.

IN CASE OF FIRE

If you are aware of a fire, you should immediately contact administration and pull the fire alarm.

If the fire is small and contained, locate the nearest fire extinguisher. This should only be attempted by employees who are knowledgeable in the correct use of fire extinguishers.

Once you hear the fire alarm, you and your students are to leave the building immediately. You are to take your roll/attendance book and close your door on your way out. All students are to be accounted for. Students are to remain quiet and orderly. No attempt should be made to fight the fire.

Evacuate the building according to the fire exit plan. Do not re-enter the building until directed to do so by the fire department and Principal. The priority is to ensure safety for all.

EMERGENCY EVACUATION

If you are advised to evacuate the building you should:

1. Stop all work immediately
2. Proceed with students to the nearest exit making sure all students are accounted for
3. Contact outside emergency response agencies, if needed.
4. Walk to the nearest exit, including emergency exit doors.
5. Exit quickly, but do not run. Do not stop for personal belongings.
6. Proceed, in an orderly fashion, to a parking lot near the building.
7. Be present and accounted for during roll call.
8. Do not re-enter the building until instructed to do so.
9. Bring your roll/attendance book. Account for all students. Close your door after all students and staff have exited the classroom.

HOUSEKEEPING

Neatness and good housekeeping are signs of efficiency. All Einstein employees are expected to keep their classroom and/or office space neat and orderly at all times; it is a required safety precaution.

If you spill a liquid, clean it up immediately. If the spill is excessive, contact the school office and request a custodian be sent to the area of the spill. Do not leave materials or other objects on the floor that may cause others to trip or fall. Keep aisles, stairways, exits, electrical panels, fire extinguishers, and doorways clear at all times.

Easily accessible trash receptacles and recycling containers are located throughout the building. Please put all litter and recyclable materials in the appropriate receptacles and containers. Always be aware of good health and safety standards, including fire and loss prevention.

Please report anything that needs repairing or replacing to your supervisor, director or assistant principal immediately.

OFFICE SAFETY

Office areas present their own safety hazards. Please be sure to:

- Leave desk, file or cabinet drawers firmly closed when not in use.
- Open only a single drawer of a file cabinet at a time.
- Arrange office space to avoid tripping hazards, such as telephone cords or calculator electrical cords.
- Remember to lift things carefully and to use proper lifting techniques.

SECURITY

Maintaining the security of EINSTEIN Schools and offices is every employee's responsibility. Develop habits that ensure security as a matter of course. For example:

- Always keep cash properly secured. If you are aware that cash is insecurely stored immediately inform the person responsible.
- Know the location of all alarms and fire extinguishers and familiarize yourself with the proper procedure for using them should the need arise.
- When you leave EINSTEIN's premises make sure that all entrances are properly locked and secured.

SMOKING

In consideration of the reports of the Surgeon General of the United States and in keeping with EINSTEIN's intent to provide a safe and healthy work environment, no person shall smoke, chew, or otherwise consume any tobacco or tobacco product while on EINSTEIN grounds or any school bus transporting children attending any EINSTEIN School. Any person who violates this policy may be subject to disciplinary action up to and including termination.

MEDICATION

STUDENTS ARE NOT TO KEEP MEDICATION WITH THEM WHILE ON SCHOOL PROPERTY OR WHILE PARTICIPATING IN OFF CAMPUS SCHOOL ACTIVITIES. All medicines are to be kept in the School nurse's office. Medication is to be administered to the student by the School nurse or trained staff member ONLY IF written and signed instructions from the parent and doctor are on file. These forms may be obtained by the School nurse.

If a student must take medication during the School day, the following requirements must be met:

- (1) All medication must be in the original pharmaceutical container and is to be clearly identified with the name, address, phone number of the pharmacy, prescribing doctor's name, student's name, dosage, and administration instructions of the medication.
- (2) A medication administration form (obtained from the School nurse) must be signed by the prescribing physician and parents and returned to the School nurse before any

medication is to be administered. This includes over the counter medications such as Tylenol, Pepto Bismol, etc. NO MEDICATION WILL BE ADMINISTERED WITHOUT FULFILLMENT OF THIS REQUIREMENT.

(3) Medication will be administered by the School nurse or trained staff member.

The School will NOT supply Tylenol, Motrin, topical antibiotics or any other over the counter medications. These medications must be provided by the parent with the properly signed administration form.

Any teacher or other employee who is aware or suspects that a student is in possession of any medication, illegal substance, drug, or alcohol must immediately report the student to the office.

Any violations of this policy on the part of any employee or student may result in the police being called and legal action being taken. Violations of this policy by employees may also result in disciplinary action, up to and including termination.

PERSONAL PROPERTY

Personal property brought on the premises of Einstein Charter Schools will be the responsibility of its owner. Einstein Charter Schools will not assume responsibility for the loss or damage to personal property.

VENDOR RELATIONS

Vendors should be independent (i.e. no conflicts of interest exist) of management personnel, board members, School Leaders, etc. A “conflict of interest” occurs when the personal interest, financial or otherwise, of a person who owes a duty to EINSTEIN or one of its member schools actually or potentially diverge with the person’s professional obligations to and the best interest of EINSTEIN and its schools. It is the policy of EINSTEIN that no board member or employee shall use his/her relationship or employment with EINSTEIN or its member schools for personal benefit. Any appearance of favoritism or influence in doing business is prohibited.

OPERATIONAL POLICIES

AUTOMOBILE POLICY

When operating your personally owned vehicle for business:

- An employee’s Personal Auto Liability insurance is the primary insurance. Einstein Charter Schools’ liability insurance coverage is in excess of an employee’s personal insurance. In all cases, the primary insurance is the employee’s insurance policy and Einstein Charter Schools will be used in reserve and take effect only after personal insurance is used up.
- Employees should carry at least state minimum per occurrence liability coverage. Proof of evidence of insurance coverage may be required each year, by a copy of the employee’s policy Declaration page or a Certificate of Insurance.
- Einstein Charter Schools is not responsible for any physical damage to an employee’s vehicle. Employees must carry their own collision and comprehensive coverage.

In the event of an accident all employees are urged to:

- Take necessary steps to protect the lives of self and others.
- Comply with police instructions.
- Not assume or admit fault. Others will determine liability and negligence after thorough investigation.
- Report the accident as soon as possible.

COPYRIGHT POLICY

All writings, presentations, seminars and other documents, including curriculum, are the property of the school and not of the individual who created them.

FIELD TRIP POLICY

Teachers who wish to take their students on a field trip must obtain a field trip packet, which can be requested from the School Office Manager. The teacher must complete the entire packet and obtain administrative approval for the field trip. The field trip is to be aligned to Einstein's curriculum and is to be a learning experience. The following procedures must be followed:

- Log all monies collected in the log book and give it to the Office Manager.
- Inform the cafeteria manager of the lunch request on the correct form a minimum of two days prior to the field trip.
- Monies collected must match the check request.
- Check request must be submitted to the Finance Office five business days prior to receiving the check.
- Submit all necessary receipts to the Finance Office upon return, if applicable.
- Teachers are directly responsible for the supervision of all students while on a field trip.

FRAUD POLICY

Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her injury. Management is responsible for the detection and prevention of fraud, misappropriations, and irregularities.

It is the intent of Einstein Charter Schools to promote consistent organizational practices by providing guidelines and assigning responsibility for the development and management of internal controls.

Any fraud involving employees as well as consultants, vendors, contractors, outside agencies that is detected or suspected must be reported immediately to Human Resources, who coordinates all investigations with affected areas, both internal and external.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know in order to avoid damaging the reputations of person(s) suspected, but subsequently found innocent of wrongful conduct and to protect Einstein Charter Schools from

potential liability. Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with legal counsel and senior management, as will final decisions on disposition of the case.

MANDATORY REPORTING

SUSPECTED CHILD ABUSE OR NEGLECT

All employees must report suspected child abuse or neglect immediately or within 24 hours of receiving information that gives them a reasonable cause to believe such abuse, neglect, or crime has occurred or is occurring.

REASONABLE CAUSE

Reasonable cause includes but is not limited by the following:

- The student exhibits a sudden change of behavior.
- The student exhibits behavior that indicates abuse or neglect.
- The student states that he/she is being abused.
- The student exhibits bruises, cuts, broken bones, burns, etc. that appear to be suspicious.
- The student continuously comes to School with dirty clothes.
- The student exhibits poor hygiene.
- The student complains that he has not eaten.
- The student is left at the School for several hours after dismissal on a continuous basis and arrangements have not been made with the School by the parent to supervise the student.
- Another student, teachers or person makes a complaint regarding a student about behavior that could be considered abuse or neglect.

PROCEDURE FOR REPORTING SUSPECTED ABUSE OR NEGLECT

1. Employees are to report the suspected abuse to either the Principal or Assistant Principal immediately who should report it to the Police and the Department of Children and Family Services within 24 hours of the employee learning of such abuse.
2. Employees are to escort the child to the nurse.
3. The reporting employee(s) are to report the suspected abuse or neglect to DCFS/Department of Children and Family Services. The toll-free number is 1-855-452-5437. (Number is subject to change.)
4. Reports must be made immediately, but can be filed orally. A written report must be submitted five days of the initial oral report.
5. Employees will use the state's form for external reporting, which can be found at <http://www.dcfsl.gov/index.cfm?md=pagebuilder&tmp=home&pid=109>
6. Confidentiality laws apply for internal reporting.
7. The Administrators and Case Workers only will have access to the files.
8. Employees reporting the suspected abuse/neglect are not to call and confront the parent.
9. Failure to report suspected abuse/neglect is a criminal misdemeanor and may result in a criminal proceeding or a lawsuit and may also result in discipline up to and including termination.

SOCIAL MEDIA POLICY

PURPOSE

Einstein Schools recognizes that social media platforms are necessary tools to connect with stakeholders, students, alumni and the community as a whole. The Department of Communications has developed a set of guidelines and policies for social media usage to ensure that all Einstein Schools affiliated platforms are in compliance with our policies and core values. These guidelines and policies apply to all faculty, staff and students.

POLICIES

Einstein's representation on social media platforms shall be authorized through the Department of Communications. This department shall oversee all policies, procedures and guidelines regarding trademarks, logos, and images that are applied to social media and determine whether or not the content will be published. Before requesting that content be published on Einstein's platforms, be sure the content aligns with the options below:

1. Content should be relevant to propel the mission of Einstein Schools. No personal or biased content is permitted. Please understand that when content is posted on the web, it has the ability to be viewed by the masses. Posts are not limited to your followers.
2. Only public information may be posted on social media accounts. Accounts should not be used for the communication of business transactions, including credit card or payment information, educational records, or any other confidential information related to the district.
3. Social media content must include photographs or video. Flyers/graphics will be limited. Site administrators are responsible for ensuring that social media content posted on the site is not infringing on copyright laws. In the event that content is infringing on copyright laws/intellectual property, each platform has the right to remove your post.
4. For any content that requires Einstein branding/logo, refer to the brand guidelines for the most up to date information.
5. Slander, defamatory, racist, homophobic, or libelous behavior can result in disciplinary action, up to and including termination.

When choosing to post on social media, ensure all posts are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject an employee to disciplinary action up to and including termination.

PERSONAL ACCOUNTS

Do not use personal social media accounts to disseminate Einstein's messaging. If there is any likelihood that personal posts may damage the Einstein brand or messaging, Einstein Schools reserves the right to take appropriate disciplinary action, up to and including termination. If you are a known employee or student and have a personal social media account, we recommend adding "My opinions are my own and do not reflect the views of Einstein Schools" to the bio section of

their profile. Additionally, employees should not post in a manner that suggests that they are spokespersons for the Network.

In the event of a crisis or emergency, all social media exchanges on Einstein's sites should cease until account administrators have been otherwise informed. During this time, leadership will identify the message and distribution strategy for Einstein's social media sites.

CROSS PROMOTION ON EINSTEIN'S OFFICIAL PLATFORMS

We maintain social media channels representing the entire network. The channels are managed with the intent of promoting Einstein's mission, services, programs, and academic offerings. Einstein encourages companies, stakeholders, and other educational institutions to submit ideas or content for use on internal and external channels. Suggestions will be evaluated on the following criteria:

- Relevance to the core Einstein's mission
- Involvement of an official Einstein event or function
- Einstein does not give endorsements of a product, service or vendor
- Ensure all audio, video and photos are not pixelated and clear

If you would like to submit content for promotion on Einstein's platforms, please contact the Communications Manager to be considered.

STUDENT CONFIDENTIALITY

Employees are not to disclose any privileged or confidential information about a student except to authorized individuals (parents, teachers, and designated district and state officials).

EINSTEIN adheres to the Federal Educational Rights and Privacy Act (FERPA) and Louisiana Public Records Act (R.S. 17:3913) that outlines the law on the disclosure of information.

All student cumulative folders have a confidentiality form which is to be signed by those allowed by law to read student personal records.

Employee confidentiality obligations remain in effect after employment ends

TELECOMMUNICATION POLICY

The following is a non-exclusive list of activities that are prohibited on the School communications network:

- Use for illegal or obscene, unauthorized, and inappropriate purposes
- Use for non-school related purposes
- Intentional disruption of the network, including hacking
- Activities that violate federal copyright law
- Destruction or alteration of information
- Provision of access to an unauthorized person

Employees are to have no expectation of privacy with respect to e-mails or other information accessed on or transmitted by the School's network. Einstein has ownership of all e-mails transmitted on the network and all sites accessed on Einstein owned equipment. At any time, Einstein may review the same

The employee assumes all risks of using the network, including indemnification of the School if it is sued for damage caused by the employee's actions on the network.

Disciplinary action, up to and including termination, can result if an employee violates the above policy.

PUPIL PROGRESSION AND ACADEMIC STANDARDS

EINSTEIN adheres to the Einstein Charter Schools Pupil Progression Plan which can be accessed on the Orleans Parish School Board's website.

EINSTEIN adheres to the state academic standards, which can be accessed on the Louisiana Department of Education website, www.louisianabelieves.com

It is also suggested that you visit the Department of Education website to utilize their programs and to register for professional development training that may be of interest to you.

*All forms will be available in the office for your convenience.

FINANCE TRAVEL POLICY

Any employee who is required to travel on behalf of Einstein must seek approval first from his/her supervisor and documented on the Travel Advance form. The Finance Office must give final approval on all travel. Travel will be reimbursed using the rates established by the State of Louisiana located at <https://www.doa.la.gov/media/n10b4oil/ppm49-2022-07-01-update-enterprise-rates.pdf>

Einstein Charter Schools Employee Handbook 2023-2024

EMPLOYEE ACKNOWLEDGEMENT

I have received and read my copy of the Employee Handbook, which describes important information about Einstein Charter Schools. I understand that I should consult the Director of Human Resources regarding any questions not answered in the Handbook.

This Handbook and the policies and procedures contained herein supersede any and all prior policies/practices, oral or written representations or statements regarding the terms and conditions of my employment with Einstein Charter Schools. By distributing this Handbook, the CEO expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise, or representation of continued employment. I understand that my employment is at-will. Furthermore, I acknowledge that this Handbook is neither a contract of employment nor a legal document.

I have received this Handbook either electronically or in printed form, 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. I agree to the Drug Testing Policy in this handbook and specifically agree to abide by the Discrimination and Harassment policy and understand the reporting procedure if I have a complaint of discrimination and/or harassment.

Employee's Signature

Employee's Name (Print)

Date

****DETACH AND RETURN TO HUMAN RESOURCES FOR RETENTION IN EMPLOYEE PERSONNEL FILE**