PAUL CUFFEE SCHOOL

A Maritime Charter School for Providence Youth

EMPLOYEE HANDBOOK

2011-2012

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020 Paul Cuffee School Mission

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Paul Cuffee School, a public charter school of choice, serves a diverse community of students from Providence, Rhode Island.

In the spirit of Paul Cuffee's life, the School teaches students to value personal initiative and social responsibility. It seeks to accomplish this through an academic program that fosters discovery, stretches thinking, and demands excellence. Paul Cuffee School's maritime-themed curriculum prepares students for success in higher education and throughout their lives.

We strive to be a community that respects each individual and responds to the needs of others. This quality of life together is central to our mission.

Welcome to Paul Cuffee School!

On behalf of the Paul Cuffee School and its Board of Trustees, I want to welcome you to the Paul Cuffee School Family. I hope that through your endeavors with us, you experience the fulfillment of working to make a difference in teaching our children and helping them to succeed.

In achieving our important mission, we want to recognize the value of every faculty and staff member. We truly believe that the people here define and shape this organization, its values, and its true potential.

This handbook was developed to describe some of the expectations for our employees and to outline the polices, programs, and benefits available to those eligible. It is not a contract and is not intended to establish or provide any contractual benefits or to alter the at-will nature of employment. Please familiarize yourself with the contents of this handbook as soon as possible. The Handbook will answer many questions about employment with PCS. If you have any questions about the contents of this book, please do not hesitate to talk with your supervisor or the Business Office staff.

Again, welcome!

040 Organization Description

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The Paul Cuffee School is an independent public charter school which operates as a distinct Local Education Agency (LEA; i.e. school district) of the State of Rhode Island.

The Paul Cuffee School charter was granted in 2000 by the Board of Regents for Elementary and Secondary Education upon recommendation by the Commissioner of Elementary and Secondary Education. The School opened for the 2001-02 school year, and the Board of Regents renewed the charter after five years of operation.

Rhode Island General Law §16-77 governs the establishment of charter schools:

http://www.rilin.state.ri.us/Statutes/TITLE16/16-77/INDEX.HTM

The School operates as a private non-profit corporation, and it has been granted tax exempt status under Section 501 (c) (3) of the Internal Revenue Code.

The School is governed by a Board of Trustees and committees of the Board. The Board of Trustees hires and evaluates the Head of School, who serves as the chief executive of the organization and superintendent of the School.

051 EMPLOYEE ACKNOWLEDGEMENT FORM

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The Employee Handbook describes important information about Paul Cuffee School, and I understand that I should consult my supervisor and/or the Business Office staff regarding any questions not answered in the Handbook. I have entered into my employment relationship with Paul Cuffee School voluntarily, and I acknowledge there is no specified length of employment. Accordingly, either I or Paul Cuffee School can terminate the relationship at will, with or without cause, at anytime, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the Handbook may occur, except to the School's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Board of Trustees and Human Resources Committee have the authority to adopt revisions to the policies in this Handbook.

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

EMPLOYEE NAME (printed): _____

EMPLOYEE SIGNATURE: _____

DATE: _____

100 Nature of Employment

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Employment with Paul Cuffee School is at will. It is entered into voluntarily, and employees are free to resign at any time, with or without cause. Similarly, Paul Cuffee School may terminate the employment relationship at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

Rhode Island General Law Title 16 Education includes Chapter 16-13 Teachers' Tenure. Chapter 16-13 Teachers' Tenure applies to Paul Cuffee School and is incorporated by reference into this policy. (http://www.rilin.state.ri.us/Statutes/TITLE16/16-13/INDEX.HTM) A year of tenure service is earned during a school year in which a staff member subject to the statute works in the school or on school related business for 135 or more of the 180 school days. Personal and sick days, including days used from the sick bank, do **not** count towards the 135 days.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between Paul Cuffee School and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time at the discretion of the Board of Trustees and Human Resources Committee.

These provisions supersede all existing policies and practices.

110 Equal Employment Opportunity

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In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Paul Cuffee School will be based on merit, qualifications, and abilities. The School does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, military status, or any other characteristic protected by law.

Paul Cuffee School will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

In addition to a commitment to provide equal employment opportunities to all qualified individuals, Paul Cuffee School has established an affirmative action program (AAP) to promote opportunities throughout the organization for individuals in protected classes.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisors or the Business Office staff. Employees can raise concerns and make good faith reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

111 Sexual Harassment

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Sexual harassment of an employee and retaliation against an employee for filing a good faith complaint of sexual harassment or for cooperating in an investigation of a complaint for sexual harassment is unlawful. The Paul Cuffee School is committed to enforcing the requirements of the law with respect to sexual harassment.

Sexual harassment generally refers to any verbal or physical conduct of a sexual nature imposed on the basis of sex by the offender. Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or other forms of verbal or physical conduct of a sexual nature. The Paul Cuffee School condemns all unwelcome behavior of a sexual nature, which is either designed to extort sexual favors from employees as a term or condition of employment, or for the purpose or effect of creating an intimidating, hostile or offensive environment for employees.

Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, or that fails to respect the rights of others. It can lower morale and, therefore, interfere with an employee's productivity. Sexual harassment may take different forms. Forms of sexual harassment may include but are not limited to:

Verbal: Sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, threats, sexual favors, questions about a person's sexual practices, sexually explicit jokes, lewd comments, sexual insults, etc.

Non-verbal: Sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, obscene gestures, crude cartoons, etc.

Physical: Unwanted physical contact, including touching, pinching, coerced sexual intercourse or other unwelcome sexual activity, assault, cornering, hugging, kissing, fondling, etc.

Any employee who believes that the actions or words of a fellow employee, vendor, visitor, or others associated with the Paul Cuffee School constitute sexual harassment has a responsibility to report or to make a complaint as soon as possible to his or her immediate supervisor. If the employee alleges the harassment was committed by the employee's immediate supervisor or the employee is otherwise uncomfortable discussing the complaint with his or her supervisor, the report or complaint should be directed to the Business Office staff.

All complaints of harassment will be investigated and resolved promptly in an impartial manner. In all cases, the employee against whom a complaint has been lodged will be advised of the findings and conclusions. The complaining party shall also be advised of the outcome, where appropriate.

Appropriate disciplinary action will be taken against any employee who violates this policy against sexual harassment. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, warning, suspension, or termination. Retaliation against an employee who makes a good faith

report or complaint will not be tolerated and will be subject to the same type of discipline as the harassment itself.

Given the nature of this type of discrimination, the Paul Cuffee School also recognizes that false accusations of sexual harassment can have serious effects on innocent men and women. Allegations found to be without substance shall be expunged from the records of all employees involved in the allegation, and the individual found to have made a false accusation may be subject to discipline. All staff members are expected to act responsibly to establish a pleasant working environment free of discrimination. Staff members are encouraged to raise questions they may have regarding discrimination.

The Rhode Island Commission for Human Rights is the state agency responsible for enforcement of employment discrimination actions.

Rhode Island Commission for Human Rights
180 Westminster Street
Providence, RI 02903
(401) 222-2662

The United States Equal Employment Opportunity Commission (EEOC) is the federal agency responsible for enforcement of employment discrimination actions.

Equal Employment Opportunity Commission
John F. Kennedy Federal Building
Government Center, Fourth Floor, Room 475
Boston, MA 02203
(800) 669-4000

112 Child Abuse Prevention

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I. State of Rhode Island Policy

It is the policy of the State of Rhode Island "to protect children whose health and welfare may be adversely affected through injury and neglect; to strengthen the family and to make the home safe for children by enhancing the parental capacity for good child care; to provide a temporary or permanent nurturing and safe environment for children when necessary; and for these purposes to require the mandatory reporting of known or suspected child abuse and neglect, investigation of such reports by a social agency, and provision of services, where needed, to such child and family." R.I. General Laws § 40-11-1.

Paul Cuffee School wholeheartedly endorses the State's policy and will enforce that policy within the School setting. The School will neither condone nor tolerate any form of child abuse or neglect by any employee. Nor will the School accept the failure of any employee to immediately report their reasonable knowledge or suspicion of such child abuse or neglect by any person, including an employee or parent.

II. The Law in Rhode Island

A. Abused or Neglected Child

An “abused and/or neglected child” is a person under the age of eighteen (18) years whose physical or mental health or welfare is harmed or threatened with harm when his or her parent or other person responsible for his welfare:

1. Inflicts, or allows to be inflicted, upon the child physical or mental injury, including excessive corporal punishment; or
2. Creates or allows to be created a substantial risk of physical or mental injury to the child, including excessive corporal punishment; or
3. Commits or allows to be committed, against the child, an act of sexual abuse; or
4. Fails to supply the child with adequate food, clothing, shelter, or medical care, though financially able to do so; or
5. Fails to provide the child with a minimum degree of care or proper supervision or guardianship because of his unwillingness or inability to do so; or
6. Abandons or deserts the child; or
7. Sexually exploits the child; or

8. Commits or allows to be committed any sexual offense against the child.

R.I. General Laws § 40-11-2(1).

B. Duty to Report

1. Any person having "reasonable cause to know or suspect" that any child has been abused or neglected is required to report such knowledge or suspicion within twenty-four (24) hours to DCYF. R.I. Gen. Laws § 40-11-3.

2. DCYF maintains a statewide toll-free telephone number twenty-four hours a day, seven days a week for receiving reports of child abuse or neglect. The DCYF telephone number is 1-800-742-4453 (1-800-RI CHILD). All telephone reports of abuse or neglect are electronically recorded by DCYF, which is required to keep such reports confidential. R.I. General Laws § 40-11-13.

C. Immunity from Liability

Any person making a "good faith" report of child abuse or neglect to DCYF has immunity from "any liability, civil or criminal." This immunity extends to the reporter's participation in any judicial proceeding resulting from such report. R.I. Gen. Laws § 40-11-4.

D. Criminal Penalty for Failure to Report

Any person required to report known or suspected child abuse or neglect who knowingly fails to do so, or knowingly prevents another person from doing so, is guilty of a misdemeanor and subject to a fine of up to $500.00 and/or imprisonment for up to one (1) year. In addition, that person is civilly liable for the damages caused by his failure to report or prevention of another person from reporting. R.I. Gen. Laws § 40-11-6.1.

III. Procedures

In the event of a known or suspected case of child abuse or neglect, the School faculty and staff members shall adhere to the following procedures:

A. Mandatory Reporting

1. Any faculty or staff member having reasonable knowledge or suspicion that any student at the School has been abused or neglected shall immediately inform the Head of School of that knowledge or suspicion and the facts upon which it is based. The initial oral report must be followed up with a written report within twenty-four (24) hours.

2. In addition, the employee must also report the same information to DCYF on the toll-free telephone number within twenty-four (24) hours of learning of the information. Whenever a report is made to DCYF, the employee shall immediately prepare a written report to the Head of School that includes the date and time of call, the name of the person at DCYF who took the call, and a description of the substance of the call.

3. The failure of any employee to report known or suspected child abuse to the Head of School or to DCYF may result in disciplinary action, including suspension or dismissal from employment.

4. The Head of School will, within twenty-four (24) hours of receiving a report of child abuse or neglect, notify the parent(s) of the child who has been abused or neglected unless the Head of School reasonably suspects that the parent(s) of the child are responsible for such abuse or neglect or it would otherwise be inappropriate to do so.

5. The Head of School may meet with the following individuals as soon as possible after receiving a report of child abuse or neglect to discuss the report and determine what, if any, additional action should be taken to protect the child and to fulfill the School's legal obligations: the School's mental health provider, the Business Manager, the School Nurse and the School's attorneys.

6. If the accused is a faculty or staff member, the Head of School will decide whether or not to reprimand, suspend (with or without pay) or dismiss the accused, and will immediately notify the accused in writing of any such action. Any incident will be considered and acted upon on an individual case-by-case basis. The School's action in one case will have no precedent on any other case.

B. Confidentiality

The Head of School will confidentially maintain all reports of child abuse or neglect. Only those persons with a "need to know," including the School's mental health provider, the School Nurse, the Business Manager, and the School's attorneys, will have access to the reports.

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The reputation and successful operation of Paul Cuffee School are built upon the principles of fair dealing and ethical conduct of its employees. The School's reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as scrupulous regard for the highest standards of conduct and personal integrity.

Paul Cuffee School is a public school. Its continued success is dependent upon the trust and confidence of the students, families, and community that it serves. Employees owe a duty to their colleagues and the Board of Trustees to act in ways that maintain that trust and confidence.

Paul Cuffee School will comply with all applicable laws and regulations. Employees, Trustees, and volunteers are expected to conduct operations and programs of the School in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct. If a situation arises where it is difficult to determine the proper course of action, discuss the matter with your supervisor or, if appropriate, the Head of School or Business Office staff.

120 Confidentiality

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Paul Cuffee School employees are required to preserve the confidentiality of any and all records containing personally identifiable information. Student and staff records may be confidential by virtue of the Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act (IDEA), state privacy laws, and other laws and regulations. Employees of the School may not disclose personally identifiable information about students or employees unless they are certain that such disclosure is permitted by law. The prohibition on disclosure of personally identifiable information extends indefinitely, even after termination of employment from the Paul Cuffee School.

See FERPA at http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html

See IDEA at http://idea.ed.gov/

If in doubt about either the confidentiality of a record or the legality of disclosing information, including to other personnel within the School, employees should consult with their supervisors or the Business Manager, who may in turn consult with legal counsel.

All employees are required to sign an Employee Confidentiality Policy Acknowledgement Form, which is retained in the personnel files. The requirement may be extended to consultants, independent contractors, volunteers, or any other persons deemed appropriate by the administration of the School.

EMPLOYEE CONFIDENTIALITY POLICY
ACKNOWLEDGEMENT FORM

Acknowledgement Form

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120 Confidentiality

Paul Cuffee School employees are required to preserve the confidentiality of any and all records containing personally identifiable information. Student and staff records may be confidential by virtue of the Family Educational Rights and Privacy Act, the Individuals with Disabilities in Education Act, state privacy laws, and other laws and regulations. Employees of the School may not disclose personally identifiable information about students or employees unless they are certain that such disclosure is permitted by law. The prohibition on disclosure of personally identifiable information extends indefinitely, even after termination of employment from the Paul Cuffee School.

If in doubt about either the confidentiality of a record or the legality of disclosing information, including to other personnel within the School, employees should consult with their supervisors or the Business Manager, who may in turn consult with legal counsel.

I have read and I understand the above policy:

Print name: _____

Signature: _____

Position: _____

Date: _____

135 CONFLICT OF INTEREST POLICY

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I. Statement of Policy – Certain Designated Persons must disclose and in some instances refrain from engaging in business practices or conduct which would constitute a conflict between their personal interests and the interests of the School. However, all employees and volunteers, including those not formally identified as Designated Persons, have an obligation to address both the substance and appearance of actual and potential conflicts of interest and, if they arise, to disclose them.

II. (a) "Designated Persons" shall include the following:

1. All members of the Board of Trustees of the School;

2. The Head of School, the Business Manager, the Development Director, the Academic Heads, the Admissions Coordinator, and the Business Office staff.

3. All members of committees established by the bylaws of the School; and

4. Any other persons which the Board of Trustees may from time to time designate.

(b) "Family, Family Member, etc." – shall include any close relation by blood or marriage and/or any person residing with the "Designated Person"

(c) "Substantial Financial Interest" – shall mean any financial interest, except that "substantial financial interest" shall not include the ownership of securities which meet the following conditions: (1) the securities are listed on a recognized stock exchange or traded on a regular over-the-counter basis; and (2) the combined holdings of the securities by the "Designated Person" and member of his/her family constitutes less than five percent (5%) of the outstanding securities of the corporation.

(d) "Organization" - shall mean any corporation, individual partnership or other business entity.

(e) "Consultant, Consulting, etc." – shall mean the performing of any service for which any form of remuneration is received. This includes the rendering of advice, providing technical expertise, serving as a speaker or lecturer, evaluating existing or proposed products, etc.

(f) "Organization Doing or Seeking to Do Business with the Corporation" – shall mean any present or potential supplier of products and/or services and will include manufacturers, distributors, purchasing – related organizations or alliances, consulting, accounting or law firms, employment or travel agencies or any other entity which may be remunerated by the School, its subsidiaries or affiliates as a result of service which it may perform for any of them.

III. Responsibilities Under this Policy: It shall be the responsibility of all Designated Persons to disclose situations which may potentially give rise to a conflict of interest. Examples of such situations include, but are not limited to, a person or family member who participates in one of the following activities with respect to an organization doing or seeking to do business, or in the same or similar line of business, with the School

(i) holds a substantial financial interest in such an organization;
(ii) serves as a trustee, director or officer of such an organization;
(iii) serves as a consultant to such an organization;
(iv) is an influential employee of such an organization; or
(v) accepts gifts, loans, travel services and entertainment or other favors from such an organization. Additional examples are when the person or family, buys, sells or leases any kind of property, facilities, supplies or equipment to or from the School, and when the employee devotes time or energy during the employee's working hours to activities which serve the interest of any other organization.

IV. Administration – this policy shall be administered as follows:

(a) Each Designated Persons shall be required to provide the School with an initial and thereafter annual statement attesting: (i) that the Designated Person has read and is familiar with the policy, and (ii) that the Designated Person and to the best of the Designated Person's knowledge no family member has in the past, is presently or plans to engage in any activity which contravenes this policy.

(b) If, at the time during the course of employment or association, a Designated Person has reason to believe that an existing or contemplated activity may contravene this policy, the person shall submit a full written description of the activity to the Board of Trustees and seek a determination as to whether the contemplated activity does or does not contravene this policy.

(c) The Head of School or his/her designee shall determine the applicability of this policy to individual situations and shall determine whether a Designated Person shall be instructed to cease participation in an existing activity, be prohibited from participating in a contemplated activity, be disqualified from action on the recommendation/decision process, must abstain from voting on issues, and whether and to what extent corrective measures and/or disciplinary action in the enforcement of this policy is warranted.

V. Penalty for Non-Compliance:

Failure on the part of any designated person to comply with this policy, including failure to submit in a timely fashion the statement required by Section IV-a above will be grounds for removal from his/her position and/or termination.

Administration of the policy regarding non-compliance and/or non-disclosure will follow the steps identified above for review and determination of the appropriate action.

PAUL CUFFEE SCHOOL – CONFLICT OF INTEREST
ANNUAL STATEMENT

In keeping with the Paul Cuffee School Conflict of Interest Policy, I, _____, the undersigned, currently serving the School in the following capacity or capacities _____ do hereby attest to the following:

(a) I have read and understand the Conflict of Interest Policy; and
(b) To the best of my knowledge, neither I nor any member of my family has in the past, is presently or plans to engage in any activity which contravenes that policy except as specifically noted below.

Note: Fully describe any activity which contravenes the Conflict of Interest Policy. Attach additional pages if necessary. If none, so state.

_____
_____
_____

Note: Fully describe any activity which you wish reviewed in order to determine whether or not it contravenes the Conflict of Interest Policy. Attach additional pages if necessary. If none, so state.

_____
_____
_____

The above constitutes a full and complete disclosure of all activities which either do or may contravene the Paul Cuffee School Conflict of Interest Policy.

_____
Signature

_____
Date

Please return the completed form to Nina Giannotti.

140 Immigration Law Compliance

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Paul Cuffee School is committed to employing only people who are authorized to work in the United States, and the School does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 for Paul Cuffee School within the past three years or if their previous I-9 is not on file or is not valid. Employees who have questions or would like more information on immigration law issues are encouraged to contact the Business Office staff.

200 Employment Categories

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Paul Cuffee School intends to clarify the definitions of employment categories so that employees understand their employment status and benefit eligibility. These categories do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and the School.

Each employee is designated as either **NON-EXEMPT** or **EXEMPT** from federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under the specific provisions of federal and state laws. Exempt employees are excluded from the overtime provisions of federal and state wage and hour laws. An employee's Exempt or Non-exempt classification may be changed only upon written notification by Paul Cuffee School management.

In addition to the above categories, each employee will belong to one of the following employment categories:

REGULAR FULL-TIME employees are those who are not in a temporary or introductory status and who are regularly scheduled to work a minimum of 35 hours per week. Generally, they are eligible for the School's benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than the full-time work schedule, but at least 25 hours per week. Regular part-time employees are eligible for some benefits subject to the terms, conditions, and limitations of each benefit program.

PART-TIME employees are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 25 hours per week. Part-time employees are eligible for some benefits subject to the terms, conditions, and limitations of each benefit program.

INTRODUCTORY employees are those whose performance is being evaluated to determine whether employment in a specific position or with Paul Cuffee School is appropriate. Employees who satisfactorily complete the introductory period, which is generally 60 calendar days, will be notified of their new employment classification.

TEMPORARY employees are those who are hired as interim replacements to temporarily supplement the work force or to assist in the completion of a specific project. Employment assignments in this category are generally for 60 calendar days or less. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified in writing of a change. While temporary employees receive all legally mandated benefits (such as Workers' Compensation insurance and Social Security), they are not eligible for other benefit programs except holiday pay.

PER DIEM employees are hired on a day to day basis to replace classroom teachers, certified staff, specialists, Teaching Partners, and After School Staff. They receive all legally mandated benefits (Workers' Compensation insurance, Social Security, and SUI), and they are not eligible for other benefit programs.

In addition to the above categories, each employee will belong to one of the following functional employment categories:

ADMINISTRATIVE STAFF

CLASSROOM TEACHER, CERTIFIED STAFF, and SPECIALIST

TEACHING PARTNER and AFTER SCHOOL STAFF

MAINTENANCE STAFF

205 Access to Personnel Files

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Paul Cuffee School maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records. Personnel files are the property of Paul Cuffee School, and access to the information they contain is restricted. Only supervisors and management personnel of the School who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Business Office staff. With reasonable advance notice, employees may review their own personnel files in the School's offices and in the presence of an individual responsible for maintaining the files.

CONSENT FOR RELEASE OF PERSONAL INFORMATION

Paul Cuffee School Employee Handbook
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210 Reference Checks / Release of Personal Information

I _____(employee or former employee) hereby give Paul Cuffee School permission to release the following information relating to my employment at the School.

Check applicable items:

_____ Information about salary and benefits

_____ Job title(s) and dates of employment

_____ Information from performance evaluations

_____ A written or verbal evaluative summary of performance, skills, etc. as an employee of Paul Cuffee School.

_____ Other (describe in detail)

_____
_____
_____

This information is to be provided to:

_____ Any prospective employer or educational institution

_____ Only the following: _____

_____
_____

In signing this form, I release Paul Cuffee School from all responsibility and legal liability for any consequences of providing this information. I understand that this consent to release information will remain in effect until it is revoked in writing.

This form must be signed and dated by the employee or former employee and a Paul Cuffee School Business Office staff member.

_____ _____
Employee or former employee Date

_____ _____
Business Office staff member / Title Date

210 Reference Checks / Release of Personal Information

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It is the policy of Paul Cuffee School to check the employment references of all applicants.

A criminal records review is required as a condition of employment at Paul Cuffee School as per Rhode Island General Law 16.2-18.1. The requirement may be extended to consultants, independent contractors, volunteers, or any other persons deemed appropriate by school administration. Rhode Island General Law § 16.2-18.1 is incorporated by reference into this policy.

(http://www.rilin.state.ri.us/Statutes/TITLE16/16-2/16-2-18.1.HTM)

Business Office staff will respond in writing only to reference check inquiries that are submitted in writing. Employment information will be released only upon completion of a Consent for Release of Personal Information form.

215 Performance Improvement

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Classroom Teachers, Certified Staff, and Specialists

Newly hired staff members who are certified by the Board of Regents meet with their respective Academic Heads approximately 3 months after the start of the school year to review and document their performance. They meet again approximately 6 months after the start of the year and once more before the end of the year. Performance is formally evaluated in the 2nd year of service at Paul Cuffee School and every 3rd year thereafter.

Academic Heads should address performance shortfalls as soon as they become apparent. A formal improvement plan may be developed to address a performance shortfall, and the plan and progress should be reviewed during the subsequent evaluation.

Annually, staff members complete a self reflection form and meet to review it with their Academic Head and the Head of School.

Teaching Partners

Teachers formally evaluate the performance of Teaching Partners each year. Teachers should address performance shortfalls as soon as they become apparent.

After School Staff

Annually, staff members complete self evaluations, and their supervisors (coordinators or director, as appropriate) complete staff assessments. Staff members and their supervisors meet to review the results and findings and to establish goals and create programs for professional development. The After School Program Director reviews self evaluations and assessments.

Supervisors should address performance shortfalls as soon as they become apparent.

Administrative and Maintenance Staffs

New staff members meet with their supervisors approximately 3 months after their date of hire to review and document their performance.

Supervisors should address performance shortfalls as soon as they become apparent.

Performance is formally evaluated each year.

Performance Shortfalls

There may be situations where informal counseling does not result in improved performance or behavior. If formal action is required to address the issues, the following process should be used as a guide. Human Resources should be notified as each step is taken.

Step I Verbal Counseling. Inform the employee that he or she is not meeting the expected standard of performance. Clearly specify the performance standards. A representative from Human Resources should be present to take minutes of the meeting. All documentation, including minutes, messages, etc., should be placed in the employee's personnel file.

Step II First Written Warning (supported by verbal counseling if appropriate). Document the performance or behavior shortfalls in detail. Clearly specify the performance standards and identify assistance and support for the employee to achieve the expected standards. Identify the consequences of continued unsatisfactory performance or behavior. A representative from Human Resources should be present to take minutes of the meeting. All documentation, including minutes, messages, etc., should be placed in the employee's personnel file.

Step III Second Written Warning. Document that unsatisfactory performance or behavior has not improved. Indicate that this is the final warning and that continued unsatisfactory performance or behavior will likely result in termination from employment. As an alternative, the employee could be suspended, in most cases with pay, for several days in order to reflect on the situation. A representative from Human Resources should be present to take minutes of the meeting. All documentation, including minutes, messages, etc., should be placed in the employee's personnel file.

Step IV Termination of Employment. Discuss the process with Human Resources and the Head of School.

Supervisors may skip one or more steps in the case of serious infractions or actions.

305 Sick Leave

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Regular full-time employees are entitled to twelve (12) sick days each academic year. **Regular part-time** and **part-time** employees are entitled to six (6) sick days each academic year, paid on a prorated basis using regularly scheduled hours.

Regular full-time employees whose hire dates fall within the following periods are entitled to the corresponding number of sick days for the respective academic year:

August 1 – November 30	12 days
December 1 – March 31	6 days
April 1 – June 30	3 days

Regular part-time and **part-time** employees whose hire dates fall within the following periods are entitled to the corresponding number of sick days for the respective academic year:

August 1 – November 30	6 days
December 1 – March 31	4 days
April 1 – June 30	2 days

It is not necessary to obtain prior approval to use sick leave, but employees are required to notify their supervisors and, if applicable, make appropriate entries in the Aesop attendance system.

Unused sick leave can be carried over and banked for future use towards an approved family medical leave. The maximum sick bank is 65 days. The maximum sick bank for a regular part-time or part-time employee is prorated.

Employees must provide medical documentation for sick leave in excess of five consecutive days.

Sick leave can be used in hourly increments, and for hourly employees it can only be used to bring the work day to the employee's maximum regular daily hours.

Unused banked or current year sick leave is not paid upon termination of employment.

310 Vacation / Recess Non-exempt Administrative

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Regular full-time employees who are employed by the School on August 1 are eligible for vacation / recess as shown below. **Regular part-time** and **part-time** employees are eligible on a prorated basis using regularly scheduled hours.

up to 5 years of completed service	10 days vacation during the summer* 5 days during December recess 5 days during April recess
after 5 years of completed service	15 days vacation during the summer* 5 days during December recess 5 days during April recess

** or at other times with approval of supervisor*

Employees whose hire dates fall within the following periods are entitled to the corresponding number of vacation and recess days for the respective academic year:

August 1 – November 30	10 vacation / 10 recess
December 1 – March 31	5 vacation / 5 recess
April 1 – June 30	3 vacation / 0 recess
July 1 – July 31	none

Vacation requests should be made in writing and approved by the employee's supervisor. Sufficient notice should be given so that coverage can be obtained.

Vacation time for a payroll year ending July 31 must be used by the following August 31. Vacation time cannot be carried further into a subsequent payroll year.

Unused vacation time (but not recess time) is paid upon termination of employment to employees with one or more years of service.

311 Vacation / Recess Exempt Administrative

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Regular full-time employees who are employed by the School on August 1 are eligible for vacation / recess as shown below. **Regular part-time** and **part-time** employees are eligible on a prorated basis using regularly scheduled hours.

up to 5 years of completed service	15 days vacation during the summer* 5 days during December recess 5 days during April recess
after 5 years of completed service	20 days vacation during the summer* 5 days during December recess 5 days during April recess

** or at other times with approval of supervisor*

Employees whose hire dates fall within the following periods are entitled to the corresponding number of vacation and recess days for the respective academic year:

August 1 – November 30	15 vacation / 10 recess
December 1 – March 31	10 vacation / 5 recess
April 1 – June 30	5 vacation / 0 recess
July 1 – July 31	none

Vacation requests should be made in writing and approved by the employee's supervisor. Sufficient notice should be given so that coverage can be obtained.

Vacation time for a payroll year ending July 31 must be used by the following August 31. Vacation time cannot be carried further into a subsequent payroll year.

Unused vacation time (but not recess time) is paid upon termination of employment to employees with one or more years of service.

312 Vacation / Recess Non-exempt Maintenance

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Regular full-time employees who are employed by the School on August 1 are eligible for vacation / recess as shown below. **Regular part-time** and **part-time** employees are eligible on a prorated basis using regularly scheduled hours.

up to 5 years of completed service	10 days vacation during the summer* 3 days during December recess 3 days during April recess
more than 5 years of completed service	15 days vacation during the summer* 3 days during December recess 3 days during April recess

** or at other times with approval of supervisor*

Employees whose hire dates fall within the following periods are entitled to the corresponding number of vacation and recess days for the respective academic year:

August 1 – November 30	10 vacation/3 December recess/3 April recess
December 1 – March 31	5 vacation/3 April recess
April 1 – June 30	3 vacation/0 recess
July 1 – July 31	none

Vacation requests should be made in writing and approved by the employee's supervisor. Sufficient notice should be given so that coverage can be obtained.

Vacation time for a payroll year ending July 31 must be used by the following August 31. Vacation time cannot be carried further into a subsequent payroll year.

Unused vacation time (but not recess time) is paid upon termination of employment to employees with one or more years of service.

313 Recess Non-exempt Teaching Partner / After School Staff

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Teaching Partners and After School Staff generally have work schedules that correspond to the school year. They do not have regularly scheduled hours in the summer, and are not eligible for summer vacation.

Regular full-time Teaching Partners and After School Staff who are employed by the School on August 1 are eligible for recess as shown below. **Regular part-time** and **part-time** staff are eligible on a prorated basis using regularly scheduled hours.

5 days during December recess
5 days during February recess
5 days during April recess

Recess time does not accrue and is not paid upon termination of employment.

320 Personal Days

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Personal days are taken in order to conduct urgent personal or family business that cannot be scheduled outside of school hours.

Regular full-time employees are entitled to three (3) personal days each academic year. **Regular part-time** employees are entitled to two (2) personal days, and **part-time** employees are entitled to one (1) personal day each academic year. Regular part-time and part-time employees are eligible on a prorated basis using regularly scheduled hours.

Supervisors must approve the use of personal days in advance. The number of staff who can take a personal day on any one day is limited as follows:

> Middle school – one classroom teacher, certified staff, or specialist and one administrative staff member
>
> Lower school – two classroom teachers, certified staff, or specialists and one administrative staff member

Classroom teachers, certified staff, teaching partners, and specialists must take personal time in full day increments (or the full number of regularly scheduled hours).

A personal day cannot be taken by a classroom teacher, teaching partner, certified staff, or specialist on the day before or after a holiday or recess without the approval of the respective Academic Head. If approved, the employee will be charged two personal days for the one day taken.

Unused personal days are carried over and added to the sick bank for future use towards an approved family medical leave. The maximum sick bank is 65 days. Unused personal days are not paid upon termination of employment.

325 Holidays

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The following are recognized by Paul Cuffee School as paid holidays:

1. Labor Day
2. Columbus Day
3. Veterans Day
4. Thanksgiving Day
5. Day after Thanksgiving
6. Christmas Day
7. New Year's Day
8. Martin Luther King Day
9. Presidents' Day
10. Good Friday (in years when it does not fall in Spring Recess)
11. Memorial Day
12. July 4 (for employees scheduled to work throughout the summer)
13. Victory Day (for employees scheduled to work throughout the summer)

Regular part-time and part-time employees are paid for holidays on a prorated basis using regularly scheduled hours.

330 Family and Medical Leave

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In accordance with the Family and Medical Leave Act of 1993, as amended ("FMLA"), Paul Cuffee School will grant job-protected unpaid family and medical leave to eligible employees for up to 12 weeks (26 weeks for the birth or placement of a child) per 12-month period for any one or more of the following reasons:

A. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the 12-month period following the child's birth or placement with the employee); or

B. In order to care for an immediate family member (spouse, child, or parent) of the employee if such immediate family member has a serious health condition; or

C. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

D. Exigent Circumstances Leave: to handle a qualifying exigency for a covered military member who is the parent, spouse, or child of the eligible employee.

Military Caregiver Leave

The School also will grant job-protected unpaid FMLA military caregiver leave to eligible employees for up to 26 weeks per 12-month period in order to care for a covered service member with a serious injury or illness that occurred in the line of duty on active duty who is the parent, spouse, child, or next of kin of the covered service member.

Definitions

A. "12-Month Period" means a rolling 12-month period measured backward from the date leave is first taken.

B. "Spouse" means a husband or wife as defined or recognized under state law for purposes of marriage, including common law marriage, and does not include unmarried domestic partners. If both spouses work for the School, their total leave in any 12-month period may be limited to an aggregate of 26 weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or 12 weeks to care for a sick parent, or an aggregate of 26 weeks to care for a covered service member.

C. "Child" means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster, or step-child.

D. "Parent" means a biological parent of an employee or an individual who stood in loco parent is to an employee when the employee was a son or daughter.

E. "Covered Military Member" for purposes of Exigent Circumstances Leave means those members called or ordered to active duty as part of a contingency operation, who are retired members of the Regular Armed Forces, or members of the retired Reserve, the Ready Reserve, the Select Reserve, the Individual Ready Reserve, or the National Guard. It does not include members of the Regular Armed Forces.

F. "Next of Kin" means the nearest blood relative other than a spouse, parent, or child, with priority given to blood relative who have been given legal custody, followed by brothers, sisters, grandparents, aunts and uncles, and first cousins. The service member also may designate the next of kin in advance.

G. "Qualifying Exigencies" means (1) short-notice deployment; (2) attendance at military events and related activities; (3) childcare and school activities: where as a result of the military member's active duty or call to active duty status, the covered employee is required to arrange for alternative childcare arrangements, provide childcare on an urgent, immediate basis, enroll or transfer a child to a new school or daycare center, or attend meetings with staff at a school or daycare facility; (4) financial and legal arrangements: a covered employee may take leave to make financial or legal arrangements that address the covered military member's absence while on active duty or call to active duty status; (5) counseling; (6) rest and recuperation (for which an employee may use up to five (5) days of leave to spend with a covered service member for each instance of rest and recuperation during the period of deployment up to a maximum total of twelve (12) weeks); (7) post-deployment activities, including attendance at arrival ceremonies and reintegration briefings; and (8) additional activities where the employer and employee agree to the leave.

H. "Serious Health Condition" means an illness, injury, impairment, or a physical or mental condition that involves:

1. Inpatient care in a hospital, hospice, or residential medical care facility; or

2. Any period of incapacity requiring absence from work for more than three calendar days AND that involves continuing treatment by a health care provider; or

3. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity of more than three calendar days; or

4. Prenatal care by a health care provider.

I. "Continuing Treatment" means:

1. Two or more visits to a health care provider within 30 days of the beginning of the period of incapacity; or

2. Two or more treatments by a health care practitioner on referral from, or under the direction of, a health care provider; or

3. A single visit to a health care provider that results in a regimen of continuing treatment; or

4. In the case of a serious, long-term or chronic condition or disability that cannot be cured, being under the continuing supervision of a health care provider by visiting the health care provider for the condition or disability at least two times per year.

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

Coverage and Eligibility

To be eligible for family/medical leave an employee must have worked for the School for at least 12 months (but not necessarily 12 consecutive months) and have worked at least 1250 hours during the previous 12 months. For instructional employees, leave taken for a period that ends with the school year and begins the next semester is leave taken consecutively rather than intermittently. The period during the summer vacation when the employee would not have been required to report for duty is not counted against the employee's FMLA leave entitlement. An instructional employee who is on FMLA leave at the end of the school year must be provided with any benefits over the summer vacation that employees would normally receive if they had been working at the end of the school year.

Intermittent or Reduced Leave

An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when medically necessary. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment.

If an eligible instructional employee needs intermittent leave or leave on a reduced leave schedule to care for a family member, or for the employee's own serious health condition, which is foreseeable based on planned medical treatment, and the employee would be on leave for more than 20 percent of the total number of working days over the period the leave would extend, the School may require the employee to choose either to:

(i) Take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or

(ii) Transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee's regular position.

These rules apply only to a leave involving more than 20 percent of the working days during the period over which the leave extends. For example, if an instructional employee who normally works five days each week needs to take two days of FMLA leave per week over a period of several weeks, the special rules would apply.

Employees taking leave which constitutes 20 percent or less of the working days during the leave period would not be subject to transfer to an alternative position. “Periods of a particular duration” means a block, or blocks, of time beginning no earlier than the first day for which leave is needed and ending no later than the last day on which leave is needed, and may include one uninterrupted period of leave.

If an instructional employee does not give required notice of foreseeable FMLA leave to be taken intermittently or on a reduced leave schedule, the School may require the employee to take leave of a particular duration, or to transfer temporarily to an alternative position. Alternatively, the School may require the employee to delay the taking of leave until the notice provision is met.

Substitution of Paid and Unpaid Leave

An employee may substitutue accrued paid leave (including accrued paid vacation leave, accrued paid sick leave, and worker’s compensation) for any part of a family/medical leave taken for any reason. When an employee has used accrued paid vacation and/or sick time for a portion of family/medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided equals 12 weeks (26 weeks for medical caregiver leave or leave for the birth or placement of a child). Requests for all paid leaves shall be in accordance with the School’s paid leave policies.

Notice Requirement

A. An employee is required to give 30 days notice in the event of a foreseeable leave. A "Request for Family/Medical Leave" form should be completed by the employee and returned to the Business Office. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed "Request for Family/Medical Leave" form.

B. If an employee fails to give 30 days notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until 30 days after the employee provides notice.

C. When planning medical treatment, an employee must make a reasonable effort to schedule the leave so as not to unduly disrupt the School’s operations, subject to the approval of the health care provider.

D. Instructional Employees

1. If an instructional employee begins leave more than five weeks before the end of a term the School may require the employee to continue taking leave until the end of the term if:

(i) The leave will last at least three weeks, and

(ii) The employee would return to work during the three-week period before the end of the term.

2. If the employee begins leave for a purpose other than the employee's own serious health condition during the five-week period before the end of a term, the School may require the employee to continue taking leave until the end of the term if:

(i) The leave will last more than two weeks, and

(ii) The employee would return to work during the two-week period before the end of the term.

3. If the employee begins leave for a purpose other than the employee's own serious health condition during the three-week period before the end of a term, and the leave will last more than five working days, the School may require the employee to continue taking leave until the end of the term.

For purposes of this section, "academic term" means the school semester, which typically ends near the end of the calendar year and the end of spring each school year. In no case may a school have more than two academic terms or semesters each year for purposes of FMLA. An example of leave falling within these provisions would be where an employee plans two weeks of leave to care for a family member which will begin three weeks before the end of the term. In that situation, the School may require the employee to stay out on leave until the end of the term.

If an employee chooses to take leave for "periods of a particular duration" in the case of intermittent or reduced schedule leave, the entire period of leave taken will count as FMLA leave. In the case of an employee who is required to take leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. The School has the option not to require the employee to stay on leave until the end of the school term. Therefore, any additional leave required by the employer to the end of the school term is not counted as FMLA leave; however, the employer shall be required to maintain the employee's group health insurance and restore the employee to the same or equivalent job including other benefits at the conclusion of the leave as stated below.

FMLA leave is not considered a break in service for pension or retirement plan purposes.

Medical Certification

A. For leaves taken because of the employee's or a covered family member's serious health condition, the employee must submit the appropriate completed "Certification of Health Care Provider" form and return the certification to the School. Medical certification must be provided by the employee within 15 days after requested. If the employee fails to provide adequate certification within this time period, the School may delay leave until such certification is produced (except in cases of medical emergency). In the case of a medical emergency, the employee must submit certification as soon as is reasonably possible.

B. The School may require a second or third opinion (at its own expense), periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report to return to work.

C. All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained in the employee's medical records file.

Effect on Benefits

A. An employee granted a leave under this policy will continue to be covered under the School's group health insurance plan and life insurance plan under the same conditions as coverage would have been provided if they had been continuously employed during the leave period.

B. Employee contributions will be required either through payroll deduction or by direct payment to the School. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave.

C. If an employee's contribution is more than 30 days late, the School may terminate the employee's insurance coverage.

D. If the School pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse the School for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments.

E. If the employee fails to return from unpaid family/medical leave for reasons other than (1) the continuation of a serious health condition of the employee or a covered family member or (2) circumstances beyond the employee's control (certification required within 30 days of failure to return for either reason), the School may seek reimbursement from the employee for the portion of the premiums paid by it on behalf of that employee (also known as the employer contribution) during the period of leave.

F. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to leave.

G. No vacation days, sick days, or personal days are accrued while on leave.

Job Protection

A. If the employee returns to work within 12 weeks following a family/medical leave or 26 weeks following medical caregiver leave or leave for the birth or placement of a child, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status, and authority.

B. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

C. If the employee fails to return to work on or before the previously agreed upon return to work date, in absence of further communication with the Business Office, he/she will be considered to have abandoned his/her job.

D. Should an employee choose not to return to work during the 12-week or 26-week leave, he or she should notify the Business Office. Once notification is received, the employee is no longer eligible for leave or any of the benefits associated with the leave.

E. Certain highly compensated or “key employees” may be denied restoration to their prior or equivalent position. Key employees are those employees who are among the highest paid ten percent of the employees of the worksite. The worksite is defined by all the employees employed by the school within a 75 mile radius. Denial is based on the following conditions:

1. The denial is necessary to prevent substantial economic injury to the employer;

2. The employer has notified the employee of his/her “key” status as well as its decision to deny restoration should the leave take place or continue; and

3. The employee elects not to return to work after being notified of the employer’s decision.

The School will comply with any state law regarding family and medical leave that may vary from this policy. For additional information about state laws or this policy, please contact the Business Office.

Rhode Island Parental and Family Medical Leave Policy

In accordance with the Rhode Island Parental and Family Medical Leave Act, the School will grant job-protected unpaid family and medical leave to eligible employees for up to 13 consecutive weeks in any two calendar years for any one or more of the following reasons:

A. The birth of a child and in order to care for such child or the placement of a child under 16 years of age with the employee for adoption, which can be extended for a total of 26 weeks; or

B. In order to care for an immediate family member (spouse, child, parent, or parent-in-law) of the employee if such immediate family member has a serious health condition; or

C. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

Definitions

A. "Spouse" means a husband or wife as defined or recognized under state law for purposes of marriage, including common law marriage and does not include unmarried domestic partners.

B. "Child" means a biological or adopted child either under 18 years of age, or 18 years of age or older, who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care.

C. "Serious Health Condition" means a disabling physical or mental illness, injury, impairment, or condition that involves:

1. Inpatient care in a hospital, hospice, or nursing home; or

2. Outpatient care requiring continuing treatment or supervision by a health care provider.

Coverage and Eligibility

To be eligible for family/medical leave an employee must have worked for the School for at least 12 consecutive months for an average of 30 or more hours per week.

Substitution of Paid and Unpaid Leave under This Policy Will Not Exceed 13 Consecutive Weeks

An employee will be required to substitute accrued paid leave (including accrued paid vacation leave, accrued paid sick leave, and worker's compensation) for any part of a family/medical leave taken for any reason. When an employee has used accrued paid vacation and/or sick time for a portion of family/medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid consecutive leave provided equals 13 weeks.

Notice Requirement

A. An employee is required to give 30 days notice in the event of a foreseeable leave. A "Request for Family/Medical Leave" form should be completed by the employee and returned to the School. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, usually verbal notice within one or two business days of when the need for leave becomes known, followed by a completed "Request for Family/Medical Leave" form.

B. If an employee fails to give 30 days notice for a foreseeable leave with no reasonable excuse for the delay, the leave will be denied until 30 days after the employee provides notice.

C. When planning medical treatment, an employee must attempt to make a reasonable effort to schedule the leave so as not to unduly disrupt the School's operations, subject to the approval of the health care provider.

Medical Certification

A. For leaves taken because of the employee's or a covered family member's serious health condition, the employee must submit a completed "Certification of Health Care Provider" form and return the certification to the School. Medical certification must be provided by the employee within 15 days after requested. If the employee fails to provide adequate certification within this time period, then the School may delay leave until such certification is produced (except in cases of medical emergency). In the case of a medical emergency, the employee must submit certification as soon as is reasonably possible.

B. The School may require a second or third opinion (at its own expense), periodic reports on the employee's status and intent to return to work, and a fitness-for-duty report to return to work.

C. All documentation related to the employee's or family member's medical condition will be held in strict confidence and maintained in the employee's medical records file.

Effect on Benefits

A. An employee granted a leave under this policy will continue to be covered under the School's group health insurance plan and life insurance plan under the same conditions as coverage would have been provided if they had been continuously employed during the leave period.

B. Employee contributions will be required either through payroll deduction or by direct payment to the School. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave.

C. If an employee's contribution is more than 30 days late, the School may terminate the employee's insurance coverage.

D. If the School pays the employee contributions missed by the employee while on leave, the employee will be required to reimburse the Employer for delinquent payments (on a payroll deduction schedule) upon return from leave. The employee will be required to sign a written statement at the beginning of the leave period authorizing the payroll deduction for delinquent payments.

E. If the employee fails to return from unpaid family/medical leave for reasons other than (1) the continuation of a serious health condition of the employee or a covered family member or (2) circumstances beyond the employee's control (certification required within 30 days of failure to return for either reason), the School may seek reimbursement from the employee for the portion of the premiums paid by the School on behalf of that employee (also known as the employer contribution) during the period of leave.

F. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to leave.

G. No vacation days, sick days or personal days are accrued while on leave.

Job Protection

A. If the employee returns to work within 13 weeks following a family/medical leave, he/she will be reinstated to his/her former position or an equivalent position with equivalent pay, benefits, status and authority.

B. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

C. If the employee fails to return to work on or before the previously agreed upon return to work date, in absence of further communication with the Business Office, he/she will be considered to have abandoned his/her job.

D. Should an employee choose not to return to work during the 13-week leave, he or she should notify the Business Office. Once notification is received, the employee is no longer eligible for leave or any School benefits associated with the leave.

School Involvement Leave

An employee who has been employed for twelve (12) consecutive months shall be entitled to a total of ten (10) hours of leave during any twelve (12) month period to attend school conferences or other school-related activities for a child of whom the employee is the parent, foster parent, or guardian.

The employee must provide twenty-four (24) hours prior notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the employer.

Nothing in this section shall be construed to require the leave be paid; except that under this section, an employee may substitute any accrued paid vacation leave or other appropriate paid leave for any part of the leave.

335 Bereavement

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All employees are eligible for paid bereavement leave when the grieving period occurs during regularly scheduled work. Regular part-time and part-time employees are eligible on a prorated basis using regularly scheduled hours.

The length of bereavement leave depends on the relationship of the deceased to the employee. The following are guidelines; supervisors may approve alternate arrangements.

Up to five (5) days	–	spouse, same sex domestic partner, child, parent
Up to three (3) days	–	brother, sister, step-child, step-sister, step-brother, mother-in-law, father-in-law, grandchild, grandparent, step-parent
One (1) day	–	brother-in-law, sister-in-law, grandparent-in-law

Relations are inclusive of spouse and same sex domestic partner.

The Business Office staff may request verification from an employee.

340 Military Leave

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Regular full-time, **regular part-time**, or **part-time** employees of Paul Cuffee School who are called for training or active duty in the Uniformed Services of the Unites States are eligible for military leave. The School will fully comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) with respect to compensation, benefit continuation, and job reinstatement rights. The School will follow federal requirements for any provisions not contained in this policy.

Unites States Military reservists or members of the National Guard continue to receive their regular pay and benefits for up to two weeks per calendar year when they are away from their positions at Paul Cuffee School on account of a national, state, or local emergency, or for military training duty. They must remit to Paul Cuffee School compensation received for military duty, excluding payments for room and board. Copies of military orders and pay documentation must be submitted to their supervisors and to the Business Office.

Members of the Uniformed Services with at least six months of service with Paul Cuffee School who are called to active duty (including extended training) are eligible for supplemental pay equal to the difference between the military compensation, excluding payments for room and board, and the employees' regular rate of pay for up to two months of active military service. Copies of military orders and pay documentation must be submitted to the Business Office.

An employee will not receive both two weeks of regular pay and two months of supplemental pay for the same military leave request.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave.

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

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

Contact the Business Office for additional information about military leave.

345 Jury Duty

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Paul Cuffee School recognizes and respects its employees' obligation to make themselves available for jury service. **Regular full-time** and **regular part-time** employees summoned to serve as jurors in federal, state, or local court proceedings are eligible for paid leave.

Employees summoned to jury service must provide a copy of the summons to their supervisors. If employees are requesting a postponement from jury service for personal reasons, they must inform their supervisors they are requesting postponement and must provide a copy of the summons.

Paul Cuffee School pays employees on jury duty the difference between their regular pay and the compensation they receive for serving as jurors. They are expected to come to work when jury duty does not last an entire day. Exempt employees are expected to show judgment and responsibility by doing what they reasonably can to maintain continuity of their jobs while they are serving as jurors.

Supervisors can ask employees to seek postponement of jury service if the absence would cause serious operational difficulties for the School.

346 Witness Duty

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Paul Cuffee School recognizes and respects its employees' civic obligation to appear in court as witnesses. **Regular full-time** and **regular part-time** employees subpoenaed or otherwise requested to serve as witnesses in federal, state, or local court proceedings are eligible for paid leave.

Employees summoned to serve as witnesses must provide a copy of the summons to their supervisors.

Exempt employees are expected to show judgment and responsibility by doing what they reasonably can to maintain continuity of their jobs while they are serving as witnesses.

Employees do not receive paid witness leave to attend trials in which they are plaintiffs or defendants, or in which they are testifying for a fee as an expert witness. In such cases, employees must use vacation or personal leave or take leave without pay.

350 Leave without Pay

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Employees who wish to extend a leave of absence beyond the time allowed under the Family and Medical Leave Act, or who wish to take an extended leave for purposes other than those covered by the Act, can do so only with the permission of their supervisors. Employees who are granted an extended leave of absence must pay the full cost of health insurance during the unpaid portion of the leave, may not utilize current or banked sick time, and receive no assurances regarding reinstatement to their positions with the School.

355 Benefits Continuation (COBRA)

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

Under COBRA, the employee or beneficiary pays the full cost of coverage at Paul Cuffee School's group rates. The School provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the School's health insurance plan. The notice contains important information about the employee's rights and obligations.

370 Health Insurance

Paul Cuffee School Employee Handbook

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Regular full-time and **regular part-time** staff members are eligible to elect group health insurance through Paul Cuffee School.

Staff members may elect to cover themselves, and, if applicable, their spouses and/or children. Spouses may include those who are legally married, those who fit the definition of common law spouse, or same sex domestic partners who meet criteria defined by the insurance carrier. Children may include the employee's unmarried natural and/or legally adopted children, or children for whom the employee has been granted legal guardianship. Except in certain circumstances, children must be under the age of 19 or students under the age of 25.

Health insurance becomes effective the first day of the month following or coinciding with the date of hire. Coverage ceases at the end of the month in which eligibility ends. There is an open enrollment period each August 1 to August 31, at which time staff can add, drop, or change their level of coverage. Staff can also change levels of coverage at other times during the year upon the occurrence of certain qualifying events.

Costs for health insurance are outlined in information packages distributed prior to the open enrollment period and upon hire. Employees' paychecks are generally reduced by the amount of the appropriate employee cost of health insurance on a pre-tax basis. This pre-tax plan is governed by Internal Revenue Service regulations. Employees may opt out of the pre-tax arrangement by completing a waiver form that is available in the Business Office.

Staff members who are eligible to elect group health insurance through Paul Cuffee School, and who certify and provide documentation that they are covered by health insurance from a source outside of Paul Cuffee School, may elect to receive a taxable cash payment (buyback) if they decline to enroll in the School's group health insurance. The amount of the buyback is $2,200 for regular full-time staff members, and it is prorated for regular part-time staff members.

Additional information about health insurance is available from the Business Office staff.

371 Dental Insurance

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Regular full-time and **regular part-time** staff members are eligible to elect group dental insurance through Paul Cuffee School.

Staff members may elect to cover themselves, and, if applicable, their spouses and/or children. Spouses may include those who are legally married, those who fit the definition of common law spouse, or same sex domestic partners who meet criteria defined by the insurance carrier. Children may include the employee's unmarried natural and/or legally adopted children, or children for whom the employee has been granted legal guardianship. Except in certain circumstances, children must be under the age of 19 or full-time students under the age of 25.

Dental insurance becomes effective the first day of the month following or coinciding with the date of hire. Coverage ceases at the end of the month in which eligibility ends. There is an open enrollment period each August 1 to August 31, at which time staff can add, drop, or change their level of coverage. Staff can also change levels of coverage at other times during the year upon the occurrence of certain qualifying events.

Costs for dental insurance are outlined in information packages distributed prior to the open enrollment period and upon hire. Employees' paychecks are generally reduced by the amount of the appropriate employee cost of dental insurance on a pre-tax basis. This pre-tax plan is governed by Internal Revenue Service regulations. Employees may opt out of the pre-tax arrangement by completing a waiver form that is available in the Business Office.

Additional information about health insurance is available from the Business Office staff.

372 Short Term Disability Insurance

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Paul Cuffee School does not participate in the State of Rhode Island temporary disability insurance program. **Regular full-time** and **regular part-time** staff members are eligible to elect short term disability insurance through Paul Cuffee School. Staff members may elect to cover themselves during their first 31 days of employment. If coverage is not elected during that time period, medical evidence of insurability must be submitted in order to be qualified for coverage.

Short term disability insurance is designed to benefit employees who suffer from short term, disabling illnesses or injuries that prevent them from working. Disabilities from self-inflicted injuries, drug or alcohol use, or work related injuries are not covered by this insurance policy.

Short term disability benefits continue for the duration of the disability, for a maximum of 26 weeks after a 1 day wait for an injury and an 8 day wait for an illness. Employees who are unable to work due to pregnancy or pregnancy related conditions are eligible for short term disability benefits on the same basis as any other disability. Pregnancy is covered as an illness, and therefore has an 8 day waiting period.

Short term disability payments are 66.67% of regular weekly wages up to a limit of $1,200 per week. Employees who are unable to return to work after 26 weeks may be eligible for long term disability benefits. (See 373 Long Term Disability Insurance.)

Paul Cuffee School pays 50% of the premiums to maintain this insurance coverage, and employees pay 50% on an after tax basis. Benefit payments to employees are 50% exempt from income tax.

373 Long Term Disability Insurance

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All **regular full-time** and **regular part-time** staff members are covered by the Paul Cuffee School's long term disability policy effective the first day of the month following or coinciding with the date of hire. Paul Cuffee School pays all premiums to maintain this policy, which is designed to benefit employees who suffer from long term, disabling illnesses or injuries that prevent them from working. Disabilities from self-inflicted injuries, drug or alcohol use, or work related injuries are not covered by this insurance policy.

Long term disability insurance benefits start if an employee remains disabled after the 26 week period which is covered by short term disability insurance. (See 372 Short Term Disability Insurance.)

Long term disability payments are 66.67% of regular wages, paid monthly, up to a limit of $5,000 per month. Benefits continue until normal retirement age as long as the employee remains totally disabled.

374 Group Term Life and AD&D Insurance

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All **regular full-time** and **regular part-time** staff members are covered by the Paul Cuffee School's group term life and accidental death and disability policy effective the first day of the month following or coinciding with the date of hire. Paul Cuffee School pays all premiums to maintain this policy. Coverage ends the last day of the month in which an employee terminates employment or is no longer eligible. However, conversion or portability provisions are available which permit a terminated employee to continue their coverage.

Eligible employees receive paid life insurance coverage in the amount of their annual base salary or regular wages, up to a maximum of $100,000.

380 Retirement

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Certified Staff

All **regular full-time**, **regular part-time**, and **part-time** staff members who are certified by the Board of Regents, who are engaged in teaching as a principal occupation, and who regularly work on at least a half-time basis (generally 20 hours per week) are required by state law to become members in the Employees' Retirement System of Rhode Island. Substitute teachers who work at least ¾ of the school year are also eligible for membership.

The Employees' Retirement System of Rhode Island is a contributory retirement system governed by Chapters 16, 36, and 45 of the Rhode Island General Laws. Paul Cuffee School does not sponsor or administer this plan; it participates with the State of Rhode Island and multiple school districts and municipalities. Information can be obtained at http://ersri.org/home.jsp.

Non-Certified Staff

For **regular full-time**, **regular part-time**, and **part-time** staff members who are not required to participate in the Employees' Retirement System of Rhode Island, Paul Cuffee School sponsors and administers the Paul Cuffee School 403(b) Retirement Plan (the Plan).

Eligible staff members become members of the Plan for purposes of making pre-tax savings contributions as of the date of hire with Paul Cuffee School. For purposes of receiving matching contributions from the School, membership is as of the first day of the month following the completion of one year of eligibility service. A year of eligibility service is a 12 month period measured from the date of hire, and anniversaries of that date, in which a staff member is credited with at least 720 hours of service.

The School will make a matching contribution equal to 5% of compensation if a staff member makes a pre-tax savings contribution of at least 3% but less than 5% of his or her compensation. If the pre-tax savings contribution is 5% or more of compensation, the School will make a matching contribution of 8% of compensation.

Changes to pre-tax savings contributions can be made throughout the year effective on the next payroll period by submitting a written notice with the Business Office.

400 Safety and Health

Paul Cuffee School Employee Handbook

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Paul Cuffee School and its Safety Committee are committed to providing safe and healthy facilities for its students and employees. The School complies with all applicable requirements issued by the federal Occupational Safety and Health Administration and the State of Rhode Island.

All staff members are expected to take an active role in promoting and maintaining safe and healthy facilities. Any unsafe or unhealthy condition should be reported to your supervisor, a member of the maintenance staff, a member of the Safety Committee, or the Business Office.

Staff and students should know the locations of fire extinguishers, the nurses' offices, and all exits.

Staff and students should know the evacuation and lock-down procedures and signals. The School is required by state law to perform 15 fire/evacuation drills and 2 lockdown drills each school year.

Following are several sections of the State of Rhode Island Life Safety Code that apply to schools:

> **15.7.4.3 Artwork and teaching materials shall be permitted to be attached directly to (classroom) walls in accordance with the following:**
> **(1) The artwork and teaching materials shall not exceed 20% of the wall area in a building that is not protected by an automatic sprinkler system (PCS middle school)**
> **(2) The artwork and teaching materials shall not exceed 50% of the wall area in a building that is protected by an approved sprinkler system (PCS lower school).**
>
> **The walls and ceilings in hallways are required to be fire rated. (7.1.4.1) This means no flammable materials shall be permitted to be attached to any walls in any hallway.**
>
> **7.2.1.8.1 A door normally required to be kept closed (e.g. has a door closer) shall not be secured in the open position at any time and shall be self-closing or automatic- closing. (Doors between classrooms are also required to be closed.)**
>
> **7.1.10.1 Means of egress shall be continuously maintained free of <u>all</u> obstructions or impediments to full instant use in the case of fire or other emergency. (All doors into hallways and between classrooms must open fully. <u>All hallways</u>, including the hallway in the lower school between room 129 and the gymnasium, must be kept <u>completely</u> clear)**

Binders containing Material Data Safety Sheets (MSDS), which list the properties of chemicals stored in the buildings, are located in the main office in the middle school and the maintenance office and maintenance closet in the lower school. The food service provider also maintains binders in the kitchens for items it stores in the school buildings.

405 Employee Conduct and Work Rules

Paul Cuffee School Employee Handbook

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Paul Cuffee School expects employees to use good judgment to maintain a satisfactory employee / employer relationship. The following list is not all-inclusive.

Employees are expected to maintain the confidentiality of School business, information, and records. All passwords and restricted access to School computer systems must be protected.

It is understood that minimal use of equipment such as phones, faxes, copiers/printers, and electronic systems such as internet and electronic mail for personal communication will occasionally take place and is allowable as long as it is infrequent, generally does not occur during working time, does not interfere with School operations, and does not involve activity or behavior that is unlawful or inappropriate in the workplace.

Employees should not have any expectation of privacy with respect to messages, data, or files sent, received, or stored on the School's electronic mail, voice mail, or computer system. They may be accessed by authorized employees and authorized individuals from outside the School at any time and without notice. The School has the right to monitor any and all voice mail or electronic mail messages. **Users of the School's technology systems and equipment must recognize there is no guaranty of privacy associated with the use of the School technology resources. Employees should not expect that electronic mail, voice mail, or other information created or maintained in the system (even those marked "personal" or "confidential") are private, confidential, or secure.** The School will inspect the contents of computers, voice mail, or electronic mail in the course of an investigation triggered by indications of unacceptable behavior or as necessary to locate needed information that is not more readily available by some other less intrusive means. Any employee who violates this policy or uses the electronic communication systems for improper purposes may be subject to discipline, up to and including termination.

The School does not condone the illegal duplication of software. The copyright law is clear. The law protects the exclusive rights of the copyright holder and does not give users the right to copy software even for backup purposes unless the manufacturer does not provide a backup copy.

School equipment or property or that of other employees may not be removed from the School without permission of the supervisor. Such property must be returned along with the employee's keys, access card, School credit card or cell phone, and any other School property prior to separation from employment.

Although the School encourages and supports the free exchange of ideas and political viewpoints, it is prohibited from engaging in partisan political activity or permitting its resources to be used for support of such activities. An appearance of a candidate for public office must be for an educational or informational talk to the School community and must be sponsored by the School.

All staff members are expected to comply with all School policies and procedures as may be in effect or implemented during their employment.

406 Employee Conduct with Respect to Students and Families

Paul Cuffee School Employee Handbook

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Paul Cuffee School expects employees to exercise proper decorum and use good judgment to maintain appropriate boundaries in their interactions and relationships with students, families, and guardians. Employees should not give particular students excessive attention; they should communicate with students only on school related activities; and they should maintain professionalism at all times.

The same standards of conduct apply to electronic communications, including but not limited to social networking, electronic mail, text messaging, cell phone, and telephone.

Employees may not list current or former Paul Cuffee School students below the age of 18 as "friends" or contacts on social networking sites.

All electronic contacts with students should be made through the School's computer and telephone systems, except in emergency situations. Employees should not give out private cell phone numbers, telephone numbers, or e-mail addresses without prior approval of the Academic Head or Head of School. This policy does not apply to parents or guardians. This policy also does not apply to communications between employees and family members who are students at the Paul Cuffee School.

Items placed on-line are never fully private and may affect how students, parents, guardians, administrators, and colleagues perceive employees of the School.

415 Open Communication

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Paul Cuffee School is a public school, and its governance, organization structure, policies, practices, operations, programs, and performance are subject to review by its staff members and the community to the extent practicable and allowed by law. Staff members are encouraged to ask questions, seek information, suggest changes, and express concerns about the operation of the School. There are several avenues for such discussions to take place.

Staff members should be able to discuss any work related matters with their supervisors. Supervisors are responsible for finding answers, providing information, and addressing concerns and issues. Staff members should consider putting "significant" matters in writing so there is a complete and clear record of facts, circumstances, and actions.

Business Office staff and the Human Resources Committee are responsible for the Human Resource function at the School. They can address personal matters or matters relating to human resource policies and employment practices.

Staff members may present matters to the Communications Council, which provides an organized, confidential forum for staff members to express concerns, obtain clarification or seek other opinions. It is composed of seven staff members from all functional employment categories. Council members facilitate, clarify, and redirect communication between and among staff members and administrators to help prevent and solve problems.

Issues that cannot be resolved with the supervisor or by other means may be discussed with the Head of School. The supervisor will arrange a meeting with the Head of School. Staff members should understand that going directly to the Head of School without discussing matters with their supervisors may circumvent the organizational structure of the School, and they should use good judgment when pursuing this course of action.

The Board of Trustees and its committees include members from the Paul Cuffee School staff. All staff members are encouraged to know who represents them in the governance of the School and to discuss appropriate matters with Trustees and committee members. Issues that cannot be resolved by the Head of School can be brought to the Executive Committee of the Board of Trustees. The Head of School will arrange the meeting with the Committee. Staff members should exercise good judgment so as not to circumvent the organizational structure of the School.

As outlined in Article VI of the Paul Cuffee School By-laws and in accordance with § 16-39-1 of the Rhode Island General Laws, "Parties having any matter of dispute between them arising under any law relating to schools or education may appeal to the Commissioner of Elementary and Secondary Education."

The Executive Assistant to the Head of School maintains rosters of the Board of Trustees, all Committees of the Board, and the Communications Council.

Staff members, who, in good faith, bring serious issues to the Head of School or Executive Committee of the Board of Trustees, will be protected from reprisal or retaliation. Serious issues include but are not limited to financial malpractice, impropriety, or fraud; failure to comply with a legal obligation; criminal activity; improper conduct or unethical behavior; and dangerous health and safety conditions or practices. They do not include

410 Personal Appearance

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Paul Cuffee School expects all employees to present a professional image to students, visitors, and the public. Accordingly, each employee is required to wear appropriate attire while at school or at school related functions. Supervisors are responsible for enforcing this policy, and in so doing they must make reasonable accommodations for dress or grooming directly related to employees' religion, culture, or disabilities. Supervisors should also specify any additional or alternative requirements necessary for reasons of employee safety or public health.

Clothing should be clean and neat in appearance. Good personal grooming is essential; hair should be clean and neat.

While school is in session, the following attire is unacceptable: jeans; t-shirts; sweatpants or workout attire; cutoffs; beach attire; halter or tank tops; dresses, skirts, or shorts that are excessively short; sheer clothing or clothing that is otherwise revealing, distracting, or provocative; and flip-flops.

Flip-flops are considered unacceptable because of employee and student safety considerations. The following definition is from apparelsearch.com.

In footwear and fashion, flip-flops are a kind of flat, backless sandal that consist of simple soles held on the foot by a V-shaped strap that passes between the toes and around either side of the foot, attached to the sole at three points (*viz.*, between the toes and on either side).

Supervisors and the Head of School can specify additional or alternative dress and grooming requirements based on particular activities or events.

425 Payment of Wages

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Wages and salaries are paid over a payroll year that starts August 1 and ends July 31. There are generally 26 payroll periods in each payroll year.

Payroll periods are bi-weekly. A pay week begins on a Saturday and ends the following Sunday. Wages are paid on Wednesday, except that payment will be delayed if administrative staff members do not work on Monday or Tuesday of that week.

Non-exempt employees submit timesheets for each payroll period. Timesheets must be signed by the employees and approved by their supervisors.

Non-exempt employees are paid at 1.5 times their regular rate for hours worked in excess of 40 hours per week

427 Salary Administration

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Classroom Teachers, Certified Staff, and Specialists

The compensation of staff members who are certified by the Board of Regents is governed by Rhode Island General Law § 16-77-4, which states "...teachers and administrators in charter schools shall be entitled to prevailing wages and benefits as enjoyed by other public school teachers and administrators within the school district..."

http://www.rilin.state.ri.us/Statutes/TITLE16/16-77/16-77-4.HTM

Salary rates are established on an eleven step scale in accordance with Rhode Island General Law § 16-7-29. The Business Office staff and Head of School, with guidance from the Human Resources Committee, periodically review the rates in the context of market conditions and propose changes which are reviewed and approved by the Finance Committee.

http://www.rilin.state.ri.us/Statutes/TITLE16/16-7/16-7-29.HTM

Regular full-time staff members advance to the next salary step the following year if they work in school or on school related business 135 or more of the 180 school days in the current school year (represents ¾ of the school days). Personal and sick days used in the current year, including days used from the sick bank, count towards the 135 days.

Part-time and regular part-time employees advance to the next salary step the following year if they work in school or on school related business pursuant to an annual agreement three quarters (¾) or more of the number of their regularly scheduled days in the current school year. Personal and sick days used in the current year, including days used from the sick bank, count towards the minimum number of days.

Administrative Staff, Teaching Partners and After School Staff, and Maintenance Staff

For positions not subject to Rhode Island General Law § 16-77-4, compensation is determined by several factors, including employee performance, job analysis and evaluation, the essential duties and responsibilities of the jobs, and salary survey data on pay practices of other employers. The Business Office staff and Head of School, with guidance from the Human Resources Committee, periodically review the salary administration program and propose changes which are reviewed and approved by the Finance Committee.

430 Work Schedules

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Exempt and non-exempt **administrative staff** members generally work 52 weeks per year. For non-exempt administrative staff, a normal full-time work week is 37.5 hours, a normal full-time day is 7.5 hours, and lunch is unpaid. For exempt administrative staff, a normal full-time work week is 40 hours, a normal full-time day is 8 hours, and lunch is unpaid. Exempt employees are expected to show judgment and responsibility by doing what they reasonably can to maintain continuity of their jobs.

Classroom teachers, certified staff, and specialists work during the school year, which is normally 36 weeks from August to June. They are classified as exempt employees, and their salaries are earned over a 193 day period, which includes 180 school days, 10 professional development days, 2 parent conference days, and 1 in service day. A normal full-time work week is 40 hours, a normal full-time day is 8 hours, and lunch is unpaid. Exempt employees are expected to show judgment and responsibility by doing what they reasonably can to maintain continuity of their jobs.

Teaching Partners and **After School Staff** work during the school year, which is normally 36 weeks from August to June. Teaching Partners are non-exempt, and the normal day for those with no other job responsibilities is 5 hours. After School Staff are non-exempt, and the normal day for those with no other job responsibilities is 3 hours. Employees who are both Teaching Partners and After School Staff normally work 4.5 hours as Teaching Partners and 3 hours as After School Staff. Lunch is unpaid.

Maintenance staff members generally work 52 weeks per year. They are non-exempt. A normal full time work week is 40 hours. A normal full-time day is 8 hours, and lunch is unpaid.

435 Professional Development

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In order for Paul Cuffee School to provide the most effective learning environment for its students, classroom teachers, certified staff, and specialists are expected to participate in professional development activities each year. The Academic Heads and/or the Professional Development Committee identify particular needs within subjects, grade levels, etc. They may arrange for or develop in-house programs to address the needs, or they may arrange for staff to attend programs sponsored by other organizations.

Classroom teachers, certified staff, and specialists may choose to participate in independent professional development. The Academic Heads approve the programs, and staff members are reimbursed for related costs, generally up to $300 per year for regular full-time staff members. Regular part-time and part-time staff members are reimbursed on a prorated basis.

Other staff members may participate in professional development activities with the approval of their supervisors.

Records of professional development are maintained in personnel files.

450 Work Cancellation

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The decision to change the normal school/workday schedule is made by the Head of School. A decision to change the normal school/workday will be communicated via the School's telephone system by 6:30 am on that day. Notice of a change will also be forwarded to local television stations. Employees are responsible to determine if there has been a change in the normal schedule.

If school is dismissed early, all staff members will be paid for the full day.

On early release days, After School Staff will not be paid if there is no extended day After School Program. Teaching Partners and After School Staff members may attend professional development activities on early release days at the discretion of the Academic Heads.

If school is cancelled or closes before the start of the workday, employees will be compensated as follows:

Non-exempt administrative staff receive full pay if they are not required to report to work. They can use vacation or personal time if they are required to report to work but do not.

Maintenance staff receive one half (1/2) day of pay if they are not required to report to work. They can use vacation or personal time if they are required to report to work but do not. If they work one half day they will receive full pay for the day.

Teaching Partners and After School Staff are not paid for school cancellations or closings because cancelled days are made up at a later date.

Exempt staff are expected to fulfill the requirements necessary to manage and maintain the academic and operational aspects of the School.

455 Solicitation in the Workplace

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The School may not be used for commercial or political solicitation by employees or by outside persons, agents, or interests.

In order to prevent disruption to School operations, interference with work, and inconvenience to other employees, employees may not engage in solicitation or distribution of literature of any kind during working time or in work areas except as indicated below. Employees who are not on working time may not solicit any employee who is on working time for any cause or to distribute literature of any kind. Working time does not include lunch periods or other periods during which employees are not required to perform their job duties. Work area does not include the staff rooms.

Non-employees are prohibited at all times from soliciting employees or distributing literature on school grounds.

The posting of written solicitations on School bulletin boards is also restricted.

The limited sale of such things as raffle tickets, Girl Scout cookies, or merchandise for charitable causes may be allowed during non-work time in non-work areas if approved by the supervisor.

460 Visitors in the School Buildings

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In order to provide for the safety and security of students, staff members, and facilities, only authorized visitors are allowed in the school buildings. Visitors are required to initially report to the main office to sign in and receive visitor badges. They will receive directions or be escorted to their destinations. Staff members are responsible for the conduct and safety of their visitors.

During School events that are open to the public, or when groups are invited to School events, sign-in and visitor badge procedures may not be practicable. Staff members and volunteers at the events should be alert and cautious to ensure safety and security.

matters that have previously been addressed under harassment or disciplinary procedures, nor do they include business or strategic decisions taken by the School.

Staff members are encouraged to fully document and put their names to allegations so that thorough and fair investigations can be completed.

Retaliatory conduct will be subject to disciplinary action up to and including termination of employment.

No action will be taken against a staff member who makes an allegation in good faith that is not confirmed by subsequent investigation. However, if the investigation reveals that a staff member made a malicious allegation or knowingly or recklessly filed a false report of wrongdoing, disciplinary action up to and including termination of employment may be taken against the accuser.