



**PAUL** PUBLIC  
CHARTER  
SCHOOL

# Employee Handbook

## 2024-2025

*“The mission of Paul Public Charter School is to educate our students and to develop in them the capacity to be responsible citizens, independent thinkers, and leaders.”*

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Chief Executive Officer

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## Table of Contents

### Section 1 - School Background and Information

1. Mission, Vision, Core Values, Model
2. Department Descriptions
3. Board of Trustees

### Section 2 - General Employment Policies

1. General
2. Equal Opportunity Employer
3. Nepotism Policy
4. Continuing Education
5. Background Check
6. Verification of Employment Eligibility
7. Employee Classifications
8. Exempt versus Nonexempt Classifications
9. Introductory Period
10. Dismissal, Discipline, and Termination
11. Performance Evaluation
12. Outside Employment
13. Resignation
14. Employment Reference Policy
15. Grievances
16. Non-Solicitation Policy
17. School Safety Omnibus Amendment Act
18. Policy on Assisting Employment of Perpetrators of Sexual Abuse
19. Safety, Security, and Workplace Violence

### Section 3 - Ethics and Conduct

1. Open Communication
2. Mandated Reporting
3. Bribery
4. Conflicts of Interest
5. Confidentiality
6. Email/School Property Inspection
7. Public Relations
8. Non-Harassment
9. Retaliation
10. Sexual Harassment
11. Harassment
12. Bullying

## PAUL PUBLIC CHARTER SCHOOL EMPLOYEE HANDBOOK

---

13. Individuals and Conduct Covered
14. Reporting an Incident of Harassment, Bullying, Discrimination, or Retaliation
15. Complaint Procedure
16. Drug Free Workplace
17. Prohibited Corporal Punishment
18. Paul Public Charter School “Speak-Up” Policy

### **Section 4 - Responsibilities**

1. Performance of Duties
2. Other Duties as Assigned
3. Personal Property
4. Intellectual Property

### **Section 5 - Paul PCS Practices**

1. Dress Code
2. Attendance and Punctuality
3. Compensation
4. Professional Development

### **Acknowledgement of Employee Handbook**

## **This Handbook.**

While this handbook is an important source of information for Paul PCS employees, with the exception of the arbitration agreement policy, it is NOT a contract, agreement, right or entitlement. All employees are employed at will. This means that both the School and you have the right to terminate the employment relationship at any time, with or without cause. Employment with the School is voluntarily entered, and an Employee is free to resign, with or without cause. Similarly, the School may terminate the employment relationship at will at any time, with or without notice or cause.

## **Section 1 - School Background and Information**

### **1. Mission, Vision, Core Values, Model**

*The mission of Paul Public Charter School is to educate our students and to develop in them the capacity to be responsible citizens, independent thinkers, and leaders.*

To achieve the mission, we are committed to the following: vision, core values and school model:

#### **Vision**

We envision:

- A school community that prepares scholars for college and life in a global society.
- A school community that is welcoming, inclusive, and supportive.
- A school community that prioritizes student achievement, character development, community diversity, exemplary citizenship, and positive collaboration.
- A school community that consistently garners the resources needed to support the school's mission and programs.

#### **Core Values:**

- **Community:** Creating a welcoming, nurturing and orderly environment to provide an opportunity for all scholars, faculty and staff, School Board of Trustee members, parents, and volunteers to perform at optimal levels.
- **Diversity:** Recognizing that each scholar must be provided with an individual plan for success and that diversity can strengthen the school community.
- **Achievement:** High quality teaching is a priority and must be coupled with relevant, rigorous, authentic, and aligned curriculum to ensure high student achievement.
- **Addressing the needs of the whole child:** Academics, Athletics and Arts are addressed during the school day to ensure the successful growth and development of well-rounded leaders and responsible citizens.
- **Collaboration:** Collaboration amongst stakeholders is an essential strategy for school improvement.
- **Responsibility:** All faculty and staff members are responsible for the academic and social growth of students.

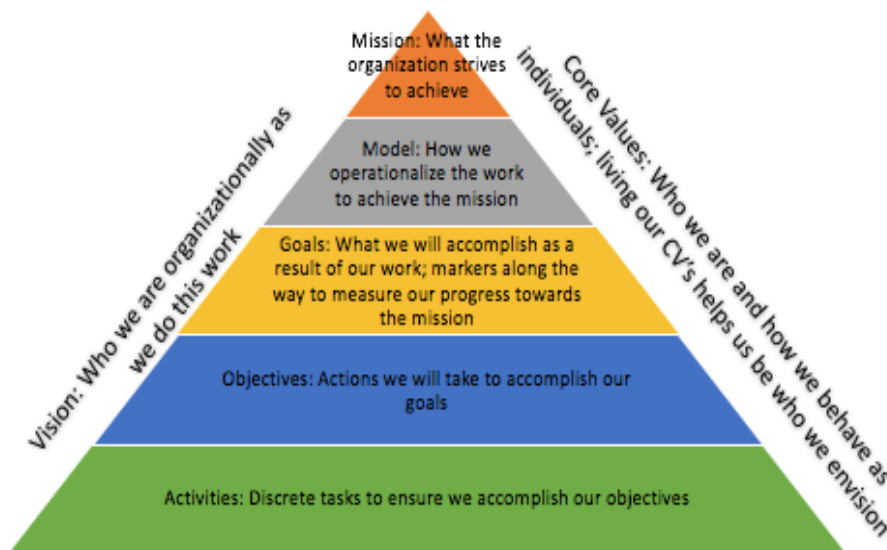
## The Paul Model

The realization of Paul’s mission requires the implementation of coherent programming that improves our scholars’ ability to think critically, provides opportunities to grapple with solving complex problems and promotes inquiry about and a desire to improve their communities and our world.

The structure that organizes this programming is referred to as our *School Model*. School models are critical because they:

- Operationalize the work necessary to accomplish our mission
- Provide guidance and “housing” for our goals
- Serve as a filter or lens through which we make decisions about programming, partnerships, policies and processes

The graphic below depicts how the mission, model, vision and core values fit together to move our organization forward:



### **Paul Model Component #1: High Expectations and Continuous Improvement**

We develop scholars to become responsible, independent thinkers and leaders. A strong culture of achievement is the foundation for the high standards of learning we create in our classrooms and school environment. We base our decisions about what and how to teach students on data, strive to continuously improve, and hold each other accountable for excellence.

### **Paul Model Component #2: College and Career-Ready Academics**

The Paul academic program ensures that our scholars make lasting academic growth, enjoy learning, and are fully prepared for success in college and/or a career. We believe that every one of our scholars can meet or exceed rigorous academic benchmarks.

### **Paul Model Component #3: A Culture of Community**

We believe in intentionally building a welcoming, supportive, and inclusive community of scholars, staff, and families. All community members understand our expectations and work to realize them through

urgent action.

## **Paul Model Component #4: Committed, High Performing Educators**

Our teachers, leaders, and staff are deeply committed to improving our scholars' achievement and helping them realize Paul's core values. We continuously work to develop our abilities as educators and to build strong relationships with our scholars, families, and one another.

## **Paul Model Component #5: Integrated Arts, Athletics, and International Studies**

We develop well-rounded scholars by integrating arts, athletics, and international studies into our academic curriculum. Our scholars become global citizens who develop an understanding of themselves, their communities, and the world.

## **2. Department Descriptions**

### **Student Support Services**

The Student Support Services Department exists at Paul PCS to ensure we are intentionally meeting the needs of all of our scholars, regardless of their exceptionalities, and that we do so through the continuous use of data driven practices. We believe that all scholars are capable of post-secondary success and we work daily to ensure that they are college and career ready regardless of their unique learning needs. Our goal is to ensure that all students who require academic and social scaffolds in order to graduate from Paul PCS, receive them. We achieve this goal by working with school-based teams to ensure that curriculum and instruction is differentiated to help scholars master grade level standards, as well as by ensuring interventions are available and utilized so students are successful. Our team has expertise in the identification, delivery and implementation of specialized services that support students academically, culturally, socially and emotionally.

The Executive Director of Student Support Services (DSSS) leads the team Student Support Services Department. The DSSS oversees the management of legal responsibilities for the implementation of all aspects of the IDEA law, and the adherence to regulations concerning ELL identified students, students with 504 plans and the Student Support Team process. Furthermore, they support the work of ensuring all students are successful by managing personnel responsible for attendance monitoring and the staff (internal and contracted) that provides testing services for students who may require added academic and social emotional support.

### **Operations**

The primary responsibility of the Operations Department at Paul PCS is to provide excellent service to our scholars by maintaining a beautiful and safe space for them, by striving for ever-efficient processes and procedures, and by maximizing our usefulness to all those who provide direct services to students. We are committed to responsiveness, efficiency and thoughtful frugality, all while being flexible and cognizant of the unique needs of our students.

The Operations Department at Paul PCS consists of the business, facilities and technology teams, all of which are responsible for close collaboration with each school's leadership teams. The Operations Leadership Team is responsible for all school-based coordination and collaboration with school-leaders and support alignment between our two schools. We maintain tight organizational systems so that we can be entirely flexible and supportive to the diverse needs of our schools.

The Executive Director of Operations is also responsible for ensuring operational processes at the network level are clear and refined, The Assistant Director of Business & Finance is responsible for

## PAUL PUBLIC CHARTER SCHOOL EMPLOYEE HANDBOOK

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ensuring that financial decisions are responsible, and that there is an appropriate line of communication about finances to the Board of Trustees (the “Board”). The Assistant Director of Business & Finance is also responsible for the management of Paul PCS’s payroll vendor and management of the submission process, whereas the Human Resources and Talent Department is responsible for informational accuracy and change.

The Operations Department believes that all stakeholders who come through our door are our customers: teachers, staff, students, parents, and Board members. We seek excellence via feedback loops, constant communication, precision, and reflection. We seek to serve our schools within our means, maximizing our resources so we can provide myriad and diverse resources to our students, without waste.

### **Human Resources and Talent Management**

The Talent Department is committed to ensuring thorough and efficient service for the Paul family.

- Talent Acquisition - We source and build pipelines locally and nationally in an effort to bring the best educators and administrators to the team
- Benefits - We continuously work with our brokers to maximize health and wellness benefits for our employees
- Employee Relations - We strive to deliver clear communication on policies and procedures to support quick resolution of any internal concerns

Paul PCS has a long-standing tradition of excellence. Our outstanding students deserve the best staff, and our staff deserve a Talent team that is responsive and proactive. The safety, health, and well-being of our Paul family is the sole priority.

### **3. Board of Trustees**

The Board of Trustees serves as the governing body of the nonprofit corporation that holds the school’s charter. The Board is composed of 11 unpaid, voting members a majority of whom reside in the District of Columbia and the remainder residing in other nearby jurisdictions. Members serve three-year terms and may seek re-election to successive terms. Parent trustees may only serve so long as they have a child enrolled in the school.

The Board at Paul Public Charter School consists of a diverse body of committed individuals who volunteer their time and take a personal interest in the success of the school. The Board has fiduciary responsibility for the school, including setting the overall policy for the school and holds the administration accountable for the school’s performance.

Please visit the school’s website to view the current Board roster or contact the Secretary of the Corporation (Monya Bundy) for more information.

## **Section 2 - General Employment Policies**

### **1. General**

All employees shall demonstrate a strong commitment to the mission, values, and educational approach of the school through their interactions with students, parents and co-workers. All classroom teachers are required to be highly qualified in accordance with rules promulgated by the Office of the State

## PAUL PUBLIC CHARTER SCHOOL EMPLOYEE HANDBOOK

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Superintendent of Education. Other staff members may be required to have specific degrees or certifications, and such requirements will be articulated in the offer letters and the job descriptions.

### **2. Equal Opportunity Employer**

Paul is an equal opportunity employer. Paul Public Charter School shall not discriminate because of race, color, age, sex, marital status, sexual orientation, personal appearance, gender identity or expression, disability, national origin or ancestry, religion, economic status, family responsibility, genetic information, union membership, political affiliation, veteran's status, ethnic hairstyle, homeless status, status of a victim or family member of a victim of domestic violence, a sexual offense, or stalking; or for any other reason mandated by federal, state or local laws. This covers all areas of employment, recruitment, advertising, hiring, promotion, demotion, lateral reassignment, transfer, layoff, discharge, rates of pay or other compensation, training, or any other benefits. Employment will be solely on the basis of merit and qualification.

Paul Public Charter School shall comply with the intent of the Americans with Disabilities Act of 1990 and shall not knowingly discriminate against individuals with disabilities. Paul Public Charter School will reasonably accommodate employees with disabilities, unless the accommodation would create an undue hardship.

Any grievance regarding discrimination may be handled through the Board in accordance with and in consultation with the Personnel Committee when appropriate. The complainant should contact the Chair of the Board, who shall provide information and assistance on filing and pursuing the complaint. If for any reason the employee is not comfortable complaining to the Board, the employee may complain to his/her supervisor or to a member of executive leadership. Nothing herein shall be an attempt to interfere with an individual's right to pursue claims in the appropriate forum outside of the school.

### **3. Nepotism Policy**

All applicants and employees are required to advise the Executive Director of Talent if they are related to, friends with and/or in a romantic relationship with another Paul employee. The Executive Director of Talent and/or executive leadership will decide all situations regarding the hiring of relatives, friends and/or significant others on a case-by-case basis in accordance with applicable laws.

The School respects the privacy rights of its employees during non-work, off-premises activities. When these activities have a negative impact on the workplace; however, the School must take corrective action. If the relationship involves co-workers and creates problems in the workplace, disciplinary action, up to and including termination of either or both parties, may be invoked.

The School prohibits the romantic involvement of two (2) employees where one is in a supervisory position to the other. The School will transfer or terminate one or both such employees in the event such relationship develops or is perceived to have developed.

### **4. Continuing Education**

All staff members will participate in the Paul PCS summer Professional Development Institute (PDI). All staff are expected to maintain their professional training and knowledge current through ongoing professional development. Activities might include participation in workshops, taking courses, observing in other classrooms and other schools, conducting a self-study or classroom research project, participation in professional organizations, and/or attending conferences. At its discretion, the school may support training through reimbursement for conference registrations, workshops, classes and transportation. Meals are reimbursed based on the approved rate.



### **5. Background Check & Fingerprinting**

Prior to the commencement of employment, all new employees, substitute teachers, interns and volunteers must complete fingerprinting and a background check. In addition, all new employees must execute a release authorizing Paul PCS or its agent to conduct background checks on an ongoing basis. Reports will be conducted consistent with state and federal law and maintained by the Talent department in a secured file separate from personnel files. Fingerprinting and background checks must be performed every two years.

### **6. Verification of Employment Eligibility**

Paul PCS will comply with the Immigration Reform and Control Act (IRCA), which requires employers to verify that all newly hired employees have the legal right to work in the United States. Pursuant to the IRCA requirements, all new employees must complete Section 1 of the I-9 form in person by the first day of employment. In addition, within three business days after the employee begins work, he or she must present either a List A or a List B and C document (appropriate List A, B and C documents appear on the back of the I-9 form) verifying his or her identity and employment eligibility. Employees who have indicated in Section 1 that they are already eligible to work in the United States may present an appropriate document receipt, which will allow them to work for up to 90 days. At the expiration of the 90-day period, those employees must present the actual document(s) in order to continue working.

*a) Misrepresentations in the Hiring Process*

We rely on the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions may result in discontinued consideration for employment or, if hired, termination of employment.

*b) Confidential Personnel Files*

Paul PCS shall maintain a confidential personnel file for each employee. The personnel file shall be maintained by the Talent Department, it shall be accessible only on a need-to-know basis and will not be disclosed unless there is a business need, as determined by Paul, or if required by law. Though personnel files are the property of the Organization, employees may review their personnel files upon scheduling an appointment with the Executive Director of Talent or Assistant Director of Talent. Employees may request that information be corrected or completed, however, they may not copy or in any way modify their own file. Employees do not have the right to view any information regarding an investigation into criminal conduct or violation of workplace rules, regardless of whether this information is maintained in a personnel file. Medical information is not included in the personnel file. It is maintained in a separate file and treated as a confidential medical record. Employees are responsible for advising the HR Department of any changes in address, name, and emergency contact information.

### **7. Employee Classifications**

Full-time employees are those employees regularly scheduled to work at least 40 hours per week. Part time employees are those employees regularly scheduled to work fewer than 40 hours per week. Depending on respective plan documents, part-time employees may not be eligible for health and/or wellness benefits offered to all full-time employees.

## **8. Exempt versus Nonexempt Classifications**

Paul follows the exempt and nonexempt classifications set by the Fair Labor Standards Act (“FLSA”) and applicable state laws. Non-Exempt employees, as defined by the FLSA and applicable state laws, are entitled to overtime pay for hours worked in excess of forty hours per week. Non-Exempt employees must receive prior written authorization from their direct supervisor before working any overtime. Failure to obtain such written authorization prior to working overtime may lead to discipline, up to and including termination. As defined by the FLSA and applicable state laws, Exempt employees are exempt from the overtime provisions of the FLSA and applicable state laws.

## **9. Introductory Period**

Most new and recently promoted employees work on an introductory basis for the first 90 calendar days after their date of hire / date of promotion. During that 90-day period, employees will be referred to as “Introductory” employees. The Introductory Period is intended to give newly hired employees the opportunity to demonstrate their ability to perform satisfactorily and to determine whether the new position meets their expectations. Promoted employees will retain any previously accrued benefit eligibility during their Introductory Period in the new position.

Paul uses the Introductory Period to evaluate employee capabilities, work habits, and overall performance. Our newly hired employees should, likewise, use this period to assess whether Paul is a good fit for them.

If Paul determines that the Introductory Period does not allow sufficient time to thoroughly evaluate the employee’s performance, the Introductory Period may be extended. Additionally, either the employee or Paul may end the employment relationship at-will at any time during or after the Introductory Period, with or without cause or advance notice.

Upon satisfactory completion of the Introductory Period, employees are no longer referred to as “Introductory” but are considered “Regular” employees. This transition is not intended to alter the “at-will” status of employees.

## **10. Dismissal, Discipline, and Termination**

The Chief Executive Officer (“CEO”) or his/her designee may terminate or suspend the employment of any employee if s/he determines that the employee has failed to fulfill the duties and responsibilities, and/or failed to demonstrate the qualities outlined in the job description and Paul’s Core Values, and/or for other reasons in the best interest of Paul.

For many cases, a performance improvement process will ensue prior to a termination decision. This interactive process will provide the employee with direct instruction and internal coaching on what they must improve and also allows the employee to pursue additional support resources outside of the school environment to help improve their performance.

There are some offenses however, that may result in immediate termination, thereby bypassing the formal performance improvement process. These offenses include, but are not limited to the following:

- Insubordination to lawful management directives.
- Willful violation of organizational or regulatory rules, policies or practices.
- Encouraging, organizing, or supporting the organization of students to violate school policies, expectations and procedures outlined in the Code of Conduct and Paul Family Manual.
- Repeat failure to comply with organizational or regulatory rules, policies or practices.

## PAUL PUBLIC CHARTER SCHOOL EMPLOYEE HANDBOOK

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- Dereliction of duties.
- Excessive unexcused absenteeism or tardiness.
- Unlawful possession of a controlled substance or using an illegal controlled substance at any time while on Paul PCS premises.
- Endangering the health or welfare of a student, fellow staff member or volunteer.
- Sexual harassment, molestation, and/or abuse of a student, family member, staff member or volunteer.
- Engaging in any acts of violence or intimidation toward a student, family member, staff member or volunteer.
- Smoking in the workplace.
- Misuse of internet and/or email.
- Knowingly permitting unauthorized persons to be in Paul facilities or on Paul property
- Conviction of any criminal activity which is relevant to the employee's job or potentially discredits Paul. Once a conditional offer of employment has been made, Paul will only withdraw the offer of employment or take adverse action after considering various factors – such as how close in time the conviction was, how old the applicant was when the offense occurred, and the duties of the job.
- Gross negligence or improper conduct while performing one's duties.
- Unauthorized use of Paul vehicles, tools, or other equipment.
- Behavior or actions which could endanger another employee or harm School property.
- Violating any safety rules or vehicle safety rules.
- Violation of Paul's Drug Free Workplace Policy.
- Possession of dangerous or unauthorized materials in the workplace.
- Falsification of timekeeping or other School records.
- Misuse of School computer and/or telephone systems.
- Taking Paul items off-property without management approval.
- Allowing someone to swipe in or out for you or using someone else's employee ID Badge to swipe in or out.
- Failure to comply with timekeeping requirements.
- Unscheduled departure from your assigned work area or property, or taking breaks, without prior authorization.
- Failing to return to work on the first scheduled workday after a leave of absence or PTO.
- Using an entrance/exit other than designated employee entrances or exits.
- Failure to promptly report an on-the-job accident in which you are involved.
- Refusing to cooperate with inspections of personal items, lockers, work areas, or other areas as requested by management.
- Theft, unauthorized possession / removal, willful or negligent destruction, or defacement of Paul property or
- property of an employee, guest, customer, vendor, contractor, or the like.
- Possession of a handgun, firearm, or weapon of any kind on Paul property or in Paul vehicles.
- Fighting, or making threats of violence at any time during work or at the School's facilities.
- Engaging in any illegal, immoral, or unethical behavior, on or off duty, which may adversely reflect on Paul, its
- management, or employees.
- Disclosing or using for your own benefit confidential Paul information other than in the normal course of business, with authorization of management.
- Sleeping, napping, or "resting eyes" while on duty.
- Rude, inappropriate, or unprofessional behavior.

## **11. Performance Evaluation**

All staff members will receive a written evaluation at least once each year unless exempted due to previous years' performance.. The evaluation will address both strengths and areas for growth. If a supervisor has significant concerns about the effectiveness of a staff member during the year, the supervisor may meet with the staff member to discuss performance expectations, highlight problem areas, and develop an improvement plan.

## **12. Outside Employment**

Paul's policy on outside employment is designed to ensure that our employees place priority on their responsibility to Paul. Full time employees are required to advise Management in the event they have secured outside employment so that Management can determine whether a conflict exists between the employee's employment and their employment with Paul. Employees who engage in outside employment will be judged by the same performance standards as any similar employee and will be subject to Paul's scheduling demands, regardless of any existing outside work requirements. If Paul determines that an employee's outside work interferes with the employee's performance, the employee may be asked to terminate their outside employment or modify the demands of that employment if he or she wishes to remain employed by Paul.

## **13. Resignation**

In the event an employee finds it necessary to resign during the school year, the employee shall give written notice to their immediate supervisor and the HR Department as soon as possible and at least 14 days before the effective date of resignation.

Contract employees who wish to return for the following school year must communicate this to the Lead Talent and Recruitment Specialist no later than the date specified in the renewal letter.

All departing employees must return all Paul property at the time of separation. Special attention should be paid to ensuring that any student records or materials in your possession are returned and safeguarded in a way to preserve the confidentiality of the information contained therein. Such records must be removed from any personal electronic devices and backup copies must be returned or devices must be destroyed.

## **14. Employment Reference Policy**

All requests for reference should be directed to Human Resources ([hr@paulcharter.org](mailto:hr@paulcharter.org)). The School does not respond to oral requests for a reference. Upon receipt of a request for an employment reference regarding a current or former employee, the School's policy is to release only dates of employment and job title with the employee's written permission, unless the School otherwise is required by federal or state law or court order to release additional information. No other manager or supervisor is authorized to release references on the School's behalf for current or former employees. Under no circumstances should any additional employment reference be provided without approval from the Human Resources Department.

## **15. Grievances**

Employee Grievance Procedure:

It is the policy of Paul Public Charter School to treat all employees in a fair and impartial manner. Particularly due to its small workforce and close working relationships, Paul Public Charter School believes it is imperative for employees to promptly disclose and seek to resolve with their immediate

## PAUL PUBLIC CHARTER SCHOOL EMPLOYEE HANDBOOK

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supervisors any significant employee concern that he/she has been treated unfairly in the application of personnel policies, or in an interaction between an employee and her or his supervisor or an employee and a co-worker interaction (each, a “Grievance”). Consequently, Paul Public Charter School has adopted the following employee grievance procedures (the “Grievance Procedures”) to solve problems as quickly and fairly as possible. If an employee has a complaint of illegal discrimination or harassment, the harassment policy’s complaint procedure in this handbook should be followed.

An employee (the “Grievant”) shall initiate Step 1 of the Grievance Procedures not later than thirty (30) calendar days after the occurrence of the precipitating action or event; or, in the alternative, not later than thirty calendar days after the action or event is known, or should have been known by the Grievant. Grievances not commenced within the required period shall be barred without appeal or further recourse. CEO shall include his/her designee as referenced in these Procedures.

**Step 1.** In the event that an employee believes she or he has a Grievance, such employee should discuss the situation with her or his immediate supervisor in an effort to resolve the issue, unless the supervisor is the subject of the complaint, in which case the employee may proceed to Step 2. The immediate supervisor, in her or his sole discretion, may arrange a meeting among all parties involved in the Grievance to work out an informal solution. Supervisors shall have the right to initiate an investigation into the facts raised by the Grievant.

**Step 2.** If a resolution satisfactory to the Grievant cannot be reached through discussion with his/her immediate supervisor, the employee shall submit a written complaint to the CEO who shall respond in writing within 5 school days. Such complaint shall set forth in detail the specifics of the Grievance, with a copy of the complaint to be provided to his/her immediate supervisor. Such immediate supervisor shall submit to the CEO within two business days after receipt of such complaint a copy of the results of her or his investigation, if any.

**Step 3.** If the employee remains dissatisfied with the resolution reached by the CEO in writing, the employee shall submit a request for appeal with a copy of his/her complaint and the response of the CEO to the Chair of the Board within 5 school days of receiving the CEO’s response, with a copy of such request to the CEO.

**Step 4.** The Board shall issue a decision in writing to the employee and the CEO within 15 school days after receiving the request for appeal. The Chair of the Board may, in his/her sole discretion, call a special meeting of the Board to consider the Grievance or the employee and the CEO consider the matter during the Executive Session at the next regularly scheduled monthly Board meeting. In either event, the Board shall issue a decision within three (3) days of the Board’s meeting. The decision of the Board is final. The Board has sole discretion to invite or not invite the Grievant and the CEO to participate in the special meeting and/or such Executive Session.

Employees shall cooperate in good faith in the investigation and resolution of any Grievance raised by or against them. There will be no retaliation of any kind against an employee for initiating a Grievance under the Grievance Procedure.

Additionally, all employees are able to utilize the external vendor, Lighthouse Services. They provide an outlet for confidential reporting of any inappropriate activity. Employees can contact them via phone: 844-900-0002 or email address: [reports@lighthouse-services.com](mailto:reports@lighthouse-services.com) . Also, direct access to the Paul account from Lighthouse Services web address: [www.lighthouse-services.com/paulcharter](http://www.lighthouse-services.com/paulcharter) .

## **16. Non-Solicitation Policy**

### **Solicitation and Distribution of Literature**

Paul has instituted this Solicitation and Distribution Policy to avoid any unnecessary disruptions in our operations and to prevent distractions, discomforts, or inconveniences to our students, employees and others doing business with us.

### **Posting of Notices on School Bulletin Boards or Other School Property**

When Paul needs to communicate to employees in writing, we have and will continue to utilize our regular methods and procedures for doing so. Our bulletin boards are strictly reserved for the posting of (I) official School notices and (ii) notices required by law. Associates are not permitted to post any documents, information, or other written material anywhere on any Paul property, including (but not limited to) bulletin boards or on any customer property.

### **Distribution of Literature by Employees**

Except for work-related literature (policies, memos, and the like) distributed internally by our management team, associates are not to distribute written literature (i.e. posters, flyers, or advertisements):

- To another employee during any time when either that employee and/or the employee to whom he/she is distributing (or attempting to distribute the literature) is on ‘Work Time’ (defined below). *or*
- At all times when either that employee and/or employee to whom he/she is distributing (or attempting to distribute) is in a School ‘Work Area’ (defined below).

“**Work Time**” means any period when an employee is scheduled to be performing work-related tasks and does not include breaks.

“**Work area**” means any area or facility of the School; customer location; any vehicle or out-building used by the School for work-related purposes, or where any task relating to the School’s work or services to its students is performed and does not include break rooms.

### **Solicitation by Employees**

An employee may not solicit other employees, other individuals working in some manner for the School, or students and their family members in any form (i.e., orally, in writing, by telephone, email, etc.) or for any reason (i.e., for funds, to join an organization or to do business of some kind) during any time when either the soliciting employee and/or the person being solicited is on Work Time and/or in Work Areas. Examples of solicitation include (but are not limited to) selling of candy bars, Girl Scout cookies, Avon, etc. to co-workers or customers. Only authorized employees may solicit School customers, and only to purchase services and products provided by the School.

### **Solicitation/Distribution on School Property by Third Parties**

Third parties (meaning anyone not employed by the School) are completely and strictly prohibited from soliciting and from posting and/or distributing literature of any kind on School property, regardless of the reason or the time of day. Remember that all visitors to a Paul facility must first check in and be authorized for entry at that location’s main entrance/office.

### **17. School Safety Omnibus Amendment Act**

Pursuant to the School Safety Omnibus Amendment Act of 2018 (“School Safety Act”), Paul PCS provides staff training as follows:

All Paul PCS staff will receive the following training at the time of hiring and at least every two (2) years thereafter:

- Sexual misconduct, student sexual abuse, and child abuse – this training will include the following:
  - Recognizing and reporting sexual misconduct, student sexual abuse and child abuse;
  - Receiving disclosures of such abuse in a supportive, appropriate and trauma-informed manner;
  - Prevention, warning signs and effects of such abuse;
  - Communicating with students and parents regarding reporting and preventing such abuse; and
  - Other related topics deemed appropriate by Paul PCS.
- Student on Student Harassment:
  - This training will use evidence-based standards and be developed in consultation with community-based sexual violence and abuse experts and will address the following topics:
    - Identifying, responding to, and reporting student-on-student acts of sexual harassment, sexual assault, and dating violence;
    - Mandatory reporting requirements;
    - Communicating universal prevention techniques to students that increase their ability to set and communicate about appropriate boundaries, respect boundaries set by others, and build safe and positive relationships; and
    - Receiving reports and disclosures from students regarding student-on-student acts of sexual harassment, sexual assault, and dating violence in a supportive, appropriate and trauma-informed manner.

In order to ensure compliance with these training requirements the aforementioned trainings will be provided to all staff at the time they are hired and will be conducted at least annually during summer professional development.

Paul PCS will maintain a record of the substance of each training and staff participation at each training.

### **18. Policy on Assisting Employment of Perpetrators of Sexual Abuse**

Pursuant to the School Safety Act, no employee, contractor or agent of PCS may assist an individual in obtaining a job involving direct interaction with minors if they know or have probable cause to believe that the individual engaged in sexual misconduct or sexual abuse regarding any person under the age of 20 in violation of any state, DC, or federal law. This prohibition does not apply if the information giving rise to probable cause has been properly reported to law enforcement and any other authorities as required by federal, state, or local law; and

1. The matter has been officially closed or the prosecutor or police with jurisdiction over the alleged misconduct has investigated the allegations and notified school officials that there is insufficient information to establish probable cause that the school employee, contractor, or agent engaged in sexual misconduct regarding a minor or student in violation of the law;

## PAUL PUBLIC CHARTER SCHOOL EMPLOYEE HANDBOOK

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2. The school employee, contractor, or agent has been charged with, and acquitted or otherwise exonerated of the alleged misconduct; or
3. The case or investigation remains open and there have been no charges filed against, or indictment of, the school employee, contractor, or agent within 4 years of the date on which the information was reported to a law enforcement agency.

In order to ensure compliance with this policy, the following steps will be taken:

- All employees will be notified in writing of this policy and the prohibition against assisting employment of perpetrators of sexual abuse upon hiring and at least annually;
- All Board members will be notified in writing of this policy and the prohibition against assisting employment of perpetrators of sexual abuse upon appointment to the Board and at least annually;
- All contractors will be notified in writing of this policy and the prohibition against assisting employment of perpetrators of sexual abuse upon hiring and at least annually;
- All employees will be required to certify that they have reviewed the written notice of the prohibition against assisting employment of perpetrators of sexual abuse and commit to abiding by this policy.
- All Board members will be required to certify that they have reviewed the written notice of the prohibition against assisting employment of perpetrators of sexual abuse and commit to abiding by this policy.
- All contractors will be required to certify that they have reviewed the written notice of the prohibition against assisting employment of perpetrators of sexual abuse and commit to abiding by this policy.

Any school employee, contractor, or agent who knowingly assists another school employee, contractor, or agent who is known or believed to have engaged in sexual misconduct regarding a minor or student shall be subject to appropriate disciplinary action in accordance with the Paul PCS Employee Handbook, up to and including termination of employment or contractual relationship.

The Talent/Human Resources department shall maintain records of all allegations of sexual misconduct, child abuse, or the failure to report child abuse, as well as the outcome of any subsequent investigation for all school employees, contractors, or agents. The Talent/Human Resources department shall provide this information when contacted by another LEA or school that is considering hiring the applicant.

### **19. Safety, Security, and Workplace Violence**

Workplace safety and security is a top priority for Paul. Our success in achieving a safe and secure workplace depends on the personal commitment of all employees.

Each employee is expected to work safely and to exercise caution in all work activities. Staff members are prohibited from transporting students in their personal vehicles. Employees must immediately report any unsafe condition to a supervisor or manager.

#### **Incident Report Policy**

In the event of any workplace accident that results in injury, regardless of how insignificant the injury may appear, employees must immediately notify their supervisor or manager. Failure to report an accident immediately may result in discipline, up to and including termination.

#### **Workplace Violence**

Threats, threatening language or any other acts of aggression or violence made toward or by any School



employee or toward a student, student family member, or any other individual while on duty or which on or in School property, will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action.

### **Weapon-Free Workplace**

To ensure that Paul maintains a workplace safe and free of violence for all employees, the School prohibits the possession or use of weapons on School property.

“School property” is defined as all School-owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways and parking lots under the School’s ownership or control. This policy applies to all School-owned or leased vehicles and all vehicles that come onto School property.

“Weapons” include firearms, explosives, knives, and other weapons that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy.

Paul reserves the right at any time and at its discretion to search all School-owned or leased vehicles and all personal vehicles on its property, plus packages, containers, briefcases, purses, lockers, desks, enclosures and persons entering its property, for the purpose of determining whether any weapon is being, or has been brought onto its property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including termination.

### **Procedures for Reporting a Threat**

All potentially dangerous situations, including threats by or weapon possession by co-workers or others on premises, should be reported immediately to any member of management. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation, or disciplinary action because of reporting a threat in good faith under this policy.

If the School determines, after an appropriate good faith investigation, that someone has violated this policy, the School will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for the School to be aware of any potential danger in its offices.

## **Section 3 - Ethics and Conduct**

### **1. Open Communication**

Paul PCS is committed to maintaining a positive work environment and a healthy work culture by being responsive to the needs of its employees through regular and direct communications. Paul PCS supports an open communications policy under which employees are encouraged to give regular and honest feedback to their supervisors, co-workers, and those they manage. It is important that employees clearly communicate what support they need to be successful in their work and that they feel comfortable raising concerns of any sort regarding their job or other matters affecting their work performance. In the spirit of Open Communications, employees are encouraged to attempt conflict resolution through frank discussions. If an issue remains unresolved, or if you feel that you cannot continue to discuss the issue with a particular person(s), then you should refer to the grievance policy in this Employee Handbook.

## **2. Mandated Reporting**

The District of Columbia requires that all school employees who know or have reasonable cause to suspect that a child known to him or her in his or her professional or official capacity has been or is in immediate danger of being mentally or physically abused or neglected, immediately report or have a report made of such knowledge or suspicion to either the Metropolitan Police Department of the District of Columbia or the Child Protective Services Division of the Department of Human Services. Every Paul employee must complete the DC Mandated Reporter certification annually. The certification is done online and is a requirement of all new employees prior to beginning work.

## **3. Bribery**

It is the School's policy to conduct our work in an honest and ethical manner. The School has a zero-tolerance approach to bribery and corruption and is committed to acting professionally, fairly and with integrity in all dealings and relationships.

Bribery is defined as a financial or other inducement or reward for action that is illegal, unethical, a breach of trust or otherwise done for improper purposes. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit. Bribery includes offering, promising, giving, accepting, or seeking a bribe.

Acceptance of a gift or service valued less than \$25.00 shall not be considered a breach of this policy, so long as the giver makes no demand for official action.

All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, speak to your Manager or the Human Resources Department.

## **4. Conflicts of Interest**

Employees are expected to devote their full efforts to the business of Paul. Employees shall not engage in financial, business, or other activities that: (1) compete with our operations, (2) may interfere or appear to interfere with an employee's performance of their duties for Paul, or (3) that involve use of Paul property or facilities, except as permitted by this policy.

Specifically, employees may not:

- Engage in any activity which directly or indirectly competes with Paul, including being a director, officer, employee, consultant, or agent for an organization that competes with Paul.
- Engage in any activity that may routinely conflict with scheduled work hours or any other time needed to complete Paul work.
- Engage in any personal or non-Paul activity in a manner that might imply that the employee represents Paul or that Paul endorses a particular product, service, business, or activity.
- With regard to tutoring, it is the policy of Paul PCS to offer scholars additional help when needed, and to discourage tutoring for a fee. It is Paul policy that a teacher may not tutor for payment any scholars who are concurrently in that teacher's class. Any exception to this policy must have the prior approval of the Principal and Executive Director of Schools.

## **5. Confidentiality**

The families of our students entrust us with important information relating to their children. The nature of this relationship requires discretion, the breach of which can seriously harm our reputation. Moreover, the protection of confidential business information is essential to the interests and success of Paul PCS.

Examples of confidential information include but is not limited to the following:

- Financial Information
- Academic policies and strategies
- Pending technology projects and proposals
- Student information protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA) such as grades or academic records

This may include something as simple as confirming that a child is in your classroom. For this reason, employees shall not discuss or disclose any information concerning Paul PCS students or their parents by name with any person who is not employed by the school and/or a member of the Board who has a business need to know, without the parent's permission. Except as provided by law, including the FERPA, concerns about any student's health, safety or welfare should be raised directly with the student's parents or guardian and/or the school's Principal. Employees who improperly use or disclose confidential business information will be subject to disciplinary action, including termination of employment and legal action, even if they do not actually benefit from the disclosed information. It is vital that an employee direct any questions regarding this policy to Talent Acquisition/Human Resources.

## **6. Email/Company Property Inspection**

Paul PCS may issue computers and other devices to certain members of the staff. School-owned computers and other devices should be used primarily for business purposes and promptly returned upon separation of employment. Incidental personal use and appropriate concerted activity are permitted, as this is not a strict "work-only" policy.

Paul respects the individual privacy concerns of employees; however, employees cannot expect privacy rights to extend to work-related conduct or the use of Paul-owned equipment, supplies, or property. Employees may have no expectation of privacy in and may not withhold permission from searches of Paul-owned and supplied containers and technology, including, but not limited to desks, computer files, office file cabinets, lockers, email accounts, servers, voicemail and other similarly used devices. Employees must also be aware of the following:

### **Paul PCS's Right to Access Information**

Although employees have individual access passwords to voicemail, email, and computer network systems, these systems are accessible at all times to Paul and may be subject to periodic unannounced inspections by Paul for business purposes. All passwords must be made known to Paul PCS. The use of passwords to gain access to the computer system or to secure specific files does not provide employees with an expectation of privacy in the respective system or document. The school has the ability and reserves the right to monitor an individual's use of the computer and its phone lines, including email. By use of the school's email system and internet, individuals waive the right to privacy in anything they send or receive. Under no circumstances should any employee grant personal access privileges to any person outside the school, nor should employees use another individual's account or identity. Violation of this policy may result in disciplinary action, up to and including termination and/or legal action.

#### **a. Restricted Use of Information Technology Systems**

Employees are expected to use the email, voicemail, and computer network systems for Paul business primarily and only limited personal use. While Paul PCS recognizes that occasional and incidental personal use may occur, including protected concerted activity, users should keep such activity from interfering with school functioning and the rights of others, and restrict it to

non-duty time. Nothing herein shall prohibit use of the email system for protected concerted activity during non-Work Duty time.

**b. Forbidden Content**

Employees are prohibited from using Paul PCS's information systems in any way that may be disruptive or offensive to others, including, but not limited to, the transmission of sexually explicit messages, pornography, ethnic or racial slurs, or anything that may be construed as harassment or disparagement of others. All other employee policies apply to the use of Paul's information systems.

**c. Social Media**

Paul recognizes that internet-provided social media can be a highly effective tool for sharing ideas and exchanging information. However, Paul also seeks to ensure that social media usage serves its need to maintain its brand identity and integrity while minimizing actual or potential legal risks. Paul therefore establishes the following rules and guidelines for communicating employer information via social media. Violation of this policy may lead to disciplinary action up to and including termination of employment.

Paul defines "social media" broadly to include online platforms that facilitate activities such as professional or social networking, posting commentary or opinions, and sharing pictures, audio, video, or other content. "Social media" includes personal websites and all types of online communities (e.g., Facebook, LinkedIn, Yelp, YouTube, Twitter, Instagram, blogs, message boards, and chat rooms).

- Your social media activity is covered by all Paul policies including, among others, Paul's EEO, No Harassment, Confidentiality, and Internet policies.
- You should not post content on social media that violates Paul's discrimination or harassment policies, or that is threatening or obscene.
- You should not represent that Paul has authorized you to speak on behalf of the school or that the school has approved your message unless you receive prior written authorization to do so from the CEO. If you do not receive written authorization to speak on behalf of Paul, you must state explicitly, clearly, and in a prominent place on the site that views expressed are the employee's own and not those of the school or of any person or organization affiliated or doing business with Paul. Should you decide to make social media postings about Paul, you must expressly state in your postings that you are an employee of Paul and that your views are not necessarily those of the school or its affiliates.

Paul protects its copyrights, trademarks, and logos. You should respect the laws regarding copyrights, trademarks, rights of publicity, and other third-party rights. To minimize the risk of a copyright violation, you should reference the source(s) of information you use and accurately cite copyrighted works you identify in your online communications. You may not use Paul's (or any of its affiliated entities') logos, brand names, taglines, slogans, or other trademarks or other protected information or property for any purpose without the CEO's written approval.

Posting images of any staff or students without their expressed permission is strictly prohibited.

## PAUL PUBLIC CHARTER SCHOOL EMPLOYEE HANDBOOK

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Paul reserves the right to (and does) use software and search tools to monitor comments or discussions about it, its representatives, its products, its vendors and its competitors that are posted anywhere on the Internet, including social media.

Paul respects your right to communicate on your own (or other employees') behalf concerning terms and conditions of employment. Nothing in this policy is intended to interfere with your rights under federal and state laws, including the National Labor Relations Act, nor will Paul construe this policy in a way that limits such rights.

### **7. Public Relations**

To ensure the quality and consistency of school information disseminated to media sources, employees are not authorized to speak to the media as a representative of the school or to imply that they have such authority without the express written authorization of the Chair of the Board or his or her designee. Similarly, all press releases are to be approved by the CEO or designee prior to dissemination.

#### **a. Statements to the Media**

Only authorized designees of Paul PCS may make or approve public statements on behalf of the Schools. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of Paul PCS, or grant an interview on behalf of Paul PCS, must first obtain written approval from the Operations Department and the CEO.

### **8. Non-Harassment**

Paul is committed to a work environment in which all individuals are treated with respect and dignity. Everyone has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, we expect that all relationships among employees will be free of bias, prejudice, and harassment.

Paul has developed this policy to ensure that all of its employees can work in an environment free from unlawful harassment, discrimination, and retaliation. Employees are encouraged to make sure that they are familiar with these policies. Any complaint regarding a violation of these policies will be investigated and resolved appropriately.

Any employee who has questions or concerns about these policies should speak with Human Resources.

### **9. Retaliation**

Paul encourages reporting of all incidents of discrimination or harassment. It is Paul's policy to investigate such reports promptly and thoroughly. Paul prohibits retaliation against any individual who in good faith reports discrimination or harassment or participates in an investigation of such reports.

### **10. Sexual Harassment**

For the purposes of this policy, "sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment is prohibited under the law and by School policy. There are two types of sexual harassment: a) quid pro quo and b) hostile work environment. Quid pro quo sexual harassment occurs when an employee's supervisor, manager, or other authority figure offers or suggests that an employee will be given something, such as a raise or promotion, in exchange for some sort of sexual favor. Quid pro quo harassment may also occur when a manager threatens to fire or otherwise reprimand an employee for refusing to engage in some type of sexual behavior. Hostile work environment sexual harassment is any conduct directed at an employee because of that employee's sex (including transgender status or sexual orientation) that unreasonably interferes with the employee's work performance or creates an intimidating,

hostile or offensive working environment. Hostile work environment sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender or sexual orientation. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

#### **11. Harassment Based on Other Protected Class**

Harassment based on any other protected characteristic is also strictly prohibited. Harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual's work performance, or c) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to, epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group.

#### **12. Bullying**

Bullying and psychological harassment are strictly prohibited. Bullying and psychological harassment are often characterized through insulting, hurtful, hostile, vindictive, cruel or malicious behaviors which undermine, disrupt or negatively impact another's ability to do his or her job and results in a harmful work environment for the employee(s).

Bullying and harassment can take many forms and may occur when the behavior or conduct:

- Would reasonably tend to cause offense, discomfort, humiliation or embarrassment to another person or group.
- Has the purpose or effect of interfering with a person's work performance.
- Creates an intimidating, threatening, hostile or offensive work environment.

#### **13. Individuals and Conduct Covered by**

The Non-Harassment, Sexual Harassment, and Harassment Based on Other Classes policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or by someone not directly connected to Paul (e.g., an outside vendor, consultant, student or student's family member).

Conduct prohibited by these policies is unacceptable in the workplace, while engaging in any form of work for the School, and/or in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events. Harassment is also prohibited if it occurs off Work Hours and outside Work Areas but effects the work relationship of the harasser and the victim.

**14. Reporting an Incident of Harassment, Bullying, Discrimination or Retaliation**

To the extent that it is feasible to do so, individuals who believe they are being subjected to harassment, discrimination, or retaliation should promptly advise the offender that his or her behavior is unwelcome and that it be discontinued immediately. Paul encourages reporting of all incidents of discrimination, harassment, or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor, human resources, or any member of the management team.

See the complaint procedure described below.

**15. Complaint Procedure**

Individuals who believe they have been the victims of conduct prohibited by this policy or believe they have witnessed such conduct should discuss their concerns with their immediate supervisor, Human Resources, or any member of the Management team.

The School encourages the prompt reporting of complaints. Early reporting and intervention are critical to resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, bullying, discrimination, or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Paul will maintain confidentiality throughout the investigatory process to the extent it can reasonably do so.

Retaliation against an individual for good faith reporting harassment, bullying, or discrimination or for participating in an investigation of a claim of harassment, bullying or discrimination is a serious violation of this policy and will be subject to disciplinary action. Acts of retaliation should be reported immediately.

Misconduct constituting harassment, bullying, discrimination, or retaliation will be dealt with appropriately, depending on the circumstances. Responsive action may include, for example, barring the offender from further workplace communications with the victim, training, counseling and/or disciplinary action up to and including termination.

Bad faith complaints of harassment, discrimination, or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be the subject of appropriate disciplinary action.

**16. Drug Free Workplace**

Paul has an established policy of providing a safe work environment for all employees based on current federal, state and local standards. Paul strives to maintain working conditions that afford all employees, students and volunteers a reasonable degree of comfort and protection from injury or dangerous situations

while assuring orderly and efficient performance of duties; however, it is only through the combined efforts and interest of all employees that we can continue to make Paul PCS a safe place in which to work. Employees are expected to work safely, observe safety regulations, and immediately report any unsafe condition to the Principal or Executive Director of Operations.

**a) Smoke - Free Workplace**

For the health and safety of students, staff, and visitors to Paul PCS and pursuant to District of Columbia law, there will be no smoking or vaping of tobacco products within the facilities and upon the school premises at any time, or when supervising students in any setting. Staff members, when on an approved break, are not to smoke in public spaces near the school that are easily visible to students and visitors. Employees found to be in violation of this policy may be subject to discipline.

**b) Alcohol and Drug - Free Workplace**

Paul has an obligation to provide an environment that is free of illegal drugs and alcohol. Illegal drug use and alcohol abuse compromises employee productivity, threatens the quality of our services, and invites the risk of injury or damage to Paul's property, employees, and students. Possessing, consuming, selling, attempting to sell, or distributing illegal drugs, abusing prescription medications, as well as being under the influence of an illegal controlled substance or alcohol during work hours or on Paul's premises is strictly prohibited. Paul reserves the right to require an employee to submit to drug and alcohol screening. Refusing to submit to the test will be considered grounds for immediate termination. Employees are expected to remain responsible, professional, and sober at all times. Consumption of alcohol or illegal drugs on a Paul field trip or at any time when students are present and/or under Paul's care is prohibited. Desks, storage areas, work areas, lockers, and file cabinets are Paul's property and must be maintained according to this policy. All such areas must be kept clean and are to be used only for work purposes. Paul reserves the right, at all times, and without prior notice, to inspect any and all property for the purpose of determining if this policy or any other Paul policy has been violated. Such inspections may be conducted during or after business hours and in the presence or absence of the employee. All containers, including but not limited to bags, boxes, purses, briefcases, lunch containers, etc. brought onto Paul premises are subject to Paul's inspection at any time an authorized Paul representative has a reasonable suspicion that this policy has been violated.

Violations of this policy will result in disciplinary action, up to and including termination.

**17. Prohibited Corporal Punishment**

The use of corporal punishment is strictly prohibited. Accordingly, Paul prohibits the use of physical contact as a means of disciplining scholars. Any employee found to have used corporal punishment or to have otherwise engaged in threatening or intimidating behavior towards any community member, including scholar families or co-workers, will be subject to disciplinary action, up to and including termination.

**18. No Food Purchases for Students**

Employees shall not purchase food or beverages for students unless the food or beverages are supplied for a class event and approved by the Principal During Work Time.

**19. No Social Media Account Communications with Students**

Employees shall not communicate with students on social media accounts at any time.

**20. Paul Public Charter School "Speak-Up" Policy**



## PAUL PUBLIC CHARTER SCHOOL EMPLOYEE HANDBOOK

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**Applicability.** Paul Public Charter School (the “School”) requires its trustees, officers, and employees (collectively, the “Applicable Parties”) to observe high standards of business and personal ethics in the performance of their professional duties and responsibilities to the School. All Applicable Parties, whether full-time, part-time, permanent or temporary, paid or unpaid, must practice honesty and integrity at all times as they fulfill their responsibilities to the School and its students. This policy is intended to encourage and empower employees and all other adult participants in or observers of the School’s operations to raise good faith concerns internally in order to provide the School the opportunity to promptly and fully address inappropriate conduct and actions by any Applicable Party before contacting regulatory or other law enforcement authorities.

**Reporting Responsibility.** Employees are encouraged to use the procedures in this policy to report any activity or conduct in or affecting the workplace that is believed to be:

- Illegal;
- Dishonest;
- Unethical;
- In violation of School policies and procedures; or
- Otherwise improper.

Each Applicable Party is responsible for bringing his or her good faith concerns and complaints to the attention of the appropriate person(s) within the School, using the reporting procedure outlined below.

**Reporting Procedure.** Questions, concerns or complaints that fall within the scope of this policy may be presented to (i) the employee’s direct supervisor at the School, (ii) the Executive Director of Talent, (iii) the CEO, (iv) any member of the Board, or (v) the CEO (or the Board if the CEO is the subject of the questions, concerns, or complaints) at the following address: ealbright@paulcharter.org.

1. All supervisors, the CEO, and members of the Board are required to immediately forward each concern or complaint presented under this policy to the Executive Director of Talent.
2. All reports should be submitted to the Executive Director of Talent in writing.
3. Reporting any complaint or concern promptly will significantly boost the School’s ability to conduct a full investigation and, where appropriate, to take prompt and effective remedial action in all cases.

**Investigation and Resolution.** The School will promptly, thoroughly and fairly investigate every report presented pursuant to this policy. The Executive Director of Talent is responsible for ensuring that all reports are fully investigated and resolved in a timely manner.

1. Reports will be treated confidentially to the extent possible, with the understanding that some degree of disclosure may be required by law and/or in order to conduct an adequate investigation.
2. Within five (5) working days after a report is submitted under this policy the Executive Director of Talent shall provide the reporting individual with a written notice acknowledging receipt of the report.

3. At the conclusion of its investigation, the School will take any appropriate corrective and remedial action based upon the recommendations of the CEO or Board, as the case may be. Such corrective and remedial action may include, among other measures, discipline (up to and including the possible termination of employment) for any offending Applicable Party.
4. An employee who is found to have presented a report under this policy that he or she knew or should have known to be false will be subject to disciplinary action, up to and including the possible termination of employment.

## Section 4 - Responsibilities

### 1. Performance of Duties

Employees are responsible for performing the duties outlined in their job descriptions. Failure to perform all duties may be a basis for termination of employment. In addition, all duties must be performed in accordance with all Paul PCS policies and procedures – this includes acting with professionalism and in accordance with the values and mission of Paul PCS in any forum, in which you may interact with students, families or other Paul staff (e.g. personal communications, email correspondence, social media accessible to families or students, etc).

### 2. Other Duties as Assigned

All employees, including teachers, are required to participate in activities directly related to their duties, which may be held outside of normal school hours. These duties may include parent-teacher conferences, in-service sessions, staff meetings, training and information seminars for parents, prospective parents or others. All employees, including teachers, may also be required to participate in duties unrelated to their classroom duties, including but not limited to monitoring students outside of the classroom or the building, assisting in the maintenance of the school and its resources and coordinating extracurricular activities. All employees are encouraged to attend school functions and events.

### 3. Personal Property

Paul PCS does not assume any responsibility for loss, theft or damages to personal property. In order to minimize risk, we advise you to not carry unnecessary amounts of cash or other valuables. If you bring personal items to work, you are expected to exercise reasonable care to safeguard them. Cell phones, iPods, MP3 players and laptops are prime targets.

## Section 5- Paul PCS Practices

### 1. Dress Code

Staff should dress in a manner that will add dignity to our school environment and model for our students the highest level of professionalism. Business and business casual attire is appropriate for school days when students are present. Casual wear (i.e. neat jeans or khakis) is permitted on Thursdays (beginning September 5, 2024) and Virtual Fridays only (usually accompanied with a school spirit shirt).

Staff should refrain from wearing the following:

- Flip flops
- Hats/head coverings inside the building (unless reflective of religious expression)
- Suggestive clothing (low-cut, back out, etc.)
- Sweat clothes and hoodies
- Shorts (permissible only if staff have been assigned to work outside of the building and must be knee length)
- Sheer /mesh clothing
- Leggings
- Ripped clothing or clothing with holes

Employees violating this policy will be asked to return home to change into acceptable clothing; a corresponding deduction may be taken from the employee's leave bank for the missed time from work. Repeated violations will result in disciplinary action.

### 2. Attendance and Punctuality

Regular attendance and punctuality is imperative to the smooth operation of Paul PCS. Attendance is tracked by ADP recorders located near the main entrance of the building and the entrance nearest the staff parking lot. Employees are required to use their fob to swipe in each day they are working in the building. Each workday that an employee does not have their attendance properly recorded via the ADP machine will result in disciplinary action being issued. Paul will not excuse a pattern of tardiness or chronic absenteeism. Employees are encouraged to provide as much advance notice as possible of the need to take time off from work or to report to work after their scheduled start time.

The School recognizes that unforeseen circumstances may make it impossible to provide adequate advance notice. In those situations, employees must follow these procedures:

- Contact your supervisor: Any employee who is unexpectedly unable to report for work on time or for any portion of the day must make every effort to call/text his or her supervisor's cell phone by 6:00 a.m. before the start of the scheduled workday and either communicate directly to his or her supervisor or leave a voicemail message on the supervisor's cell phone. Calls to the front office or supervisor's work voicemail, instant messages, and email messages are not acceptable forms of notification unless otherwise approved by the supervisor. If extenuating circumstances prevent the

## PAUL PUBLIC CHARTER SCHOOL EMPLOYEE HANDBOOK

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employee from contacting the supervisor personally, another responsible person should contact the supervisor.

- Input the leave in ADP by 9am or inform hr@paulcharter.org of the absence so that it can be documented in the Paul PCS online payroll system (ADP).

If an employee fails to report to work without proper notification to his or her supervisor and there are no circumstances established by the employee that indicate it was not reasonably possible to provide proper notification, it will be considered no call/no show, which will subject the employee to immediate termination.

### **School Year/School Day**

All 10-month employees are required to report to work on the first day of professional development before students begin school until the last day for 10-month employees as indicated on the School Year Academic Calendar (unless specified otherwise in the employee's offer letter). All 10-month employees will not otherwise be required to work when school is not in session, as delineated in their offer letter. Year-round employees are not required to work on school holidays, but are required to work during winter, spring and summer breaks unless they opt to use personal or vacation days unless otherwise directed by the Executive Team. The Executive Team shall establish a school calendar before the beginning of each school year that identifies all school holidays. The CEO will approve duty hours and days, terms, and will adopt a school calendar annually before issuance of employee offer letters.

### **Blackout Days**

Generally, requests for leave will not be approved on the following days:

- Summer orientation weeks (PDI)
- First week of school
- Testing periods and other campus determined high priority days
- First workday before and after a school break or holiday
- Last week of school

### **Paid Sick Leave/ PTO**

#### **1. 10-Month Full Time Employee Paid Sick Leave/Time Off (Teachers and 10-month Support Staff) Working in D.C. 50% or More.**

Full-time, 10-month employees shall accrue 64 hours of paid time off (PTO) for a total of 8 days per year. A maximum of 15 paid leave days (120 hours) can be rolled over into the next school year. Unused paid leave time shall not be paid upon separation.

\*\*All non-exempt employees should note: When an employee has exhausted all of their sick or PTO balance, salary will be reduced for absences in hourly increments.

#### **2. Paid Sick Leave/PTO for Full-time 12-Month Employees.**

All full-time 12-month salaried school employees shall receive PTO. PTO is intended to allow employees to take time off as needed as sick leave or as desired (in case of vacation). These days may be used at the employee's discretion with approval of

## PAUL PUBLIC CHARTER SCHOOL EMPLOYEE HANDBOOK

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their immediate supervisor. Requests for non-sick time PTO leave must be approved by an immediate supervisor (school principal for school-based employees). Employees will be required to request PTO one week in advance as may be convenient and not in conflict with their responsibilities unless an emergency occurs. Supervisors may deny non sick leave PTO requests based on the needs of the organization. Supervisors may not deny non-sick leave PTO requests.

Twelve-month employees may rollover up to 120 accrued and unused vacation hours to the next year. Vacation days are accrued each pay period and prorated for partial years. Employees may not take vacation leave subsequent to providing notice of resignation. 12-month full time employees receive PTO based on the following chart:

<u>Years of Service</u>	<u>Days/Year</u>	<u>Accrued Hours/Pay Period</u>
0-5	15	5 hours on 5th and 20th of each month
5-10	20	6.67 hours on 5th and 20th of each month
10+	25	8.34 hours on 5th and 20th of each month

No more than 120 PTO hours can be carried over from one year to another with one exception. Staff hired prior to July 2016 are grandfathered into Paul's former PTO rollover policy and may carry over up to a maximum of 240 hours.

Upon voluntary separation from the School, employees who have earned PTO time and given a 14 day notice will receive payment for the unused accrued time up to a maximum of 120 hours at his/her current rate of pay with one exception. Staff hired prior to July 2016 are grandfathered into Paul's former policy and will receive payment for the unused accrued time up to a maximum of 240 hours at his/her current rate of pay.

\*\*All non-exempt employees should note: When an employee has exhausted all of their sick or PTO balance, salary will be reduced for absences in hourly increments.

### 3. Sick Leave

Sick leave is the same as Personal Leave (PTO) and should be used for absences due to personal illness or injury that prevent the employee from working for the following reasons:

- a physical or mental illness, injury, or medical condition of the employee;
- to obtain professional medical or preventative care;
- to care for a child, a parent, a spouse, domestic partner, or any other family member who has any of the conditions or needs for diagnosis or care described in paragraphs (1) and (2); or
- if the employee or the employee's family member is a victim of stalking, domestic violence, or sexual abuse and the absence is directly related to social or legal services related to the stalking, domestic violence, or sexual abuse, including:
  - to seek medical attention for the employee or the employee's family member to resulting from the physical or psychological injury or disability caused by the domestic violence or sexual abuse;
  - to obtain services from a victim services organization;

- to obtain psychological or other counseling;
- to temporarily or permanently relocate;
- to take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence or sexual abuse; or
- to take other actions to enhance the physical, psychological, or economic health or safety of the employee or the employee's family member or to enhance the safety of those who associate or work with the employee.

For the purposes of this policy, family member is defined as the following:

- Spouse or domestic partner, including any person the employee has shared a mutual residence for the previous 12 months and is in a committed relationship with the employee.
- Parents of employee and parents of a spouse or domestic partner
- Children, including foster children, children of a spouse or domestic partner, and grandchildren; any child living with the employee that the employee permanently assumes and discharges parental responsibility for.
- Brothers and sisters.
- Aunts and uncles.
- Nieces and nephews.

If an employee uses three (3) or more consecutive days of paid leave pursuant to this Policy, the School may require the employee provide reasonable certification supporting his/her leave, including but not limited to:

- A signed document from a health care provider affirming the employee's illness;
- A police report;
- A court order; or
- A signed statement from a victim and witness advocate, or domestic violence counselor.

Notice of foreseeable need for sick leave must be provided in writing to an immediate supervisor at least 10 days in advance of the leave.

Part time employees shall accrue one hour of paid time off to be used as sick leave per 43 hours worked in D.C.

### **Leaves Under D.C. Family and Medical Leave Act (DCFMLA)**

Paul PCS observes all the provisions of DCFMLA. This allows employees the ability to take an unpaid, job protected leave of absence from the School due to medical and/or family related reasons. An employee will be reinstated to the same or an equivalent position at the end of protected family and medical leave, unless Paul experiences a reduction in force.

## PAUL PUBLIC CHARTER SCHOOL EMPLOYEE HANDBOOK

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This leave is capped at 16 weeks during any 24-month period. This 24-month period is a rolling 24-month period of time and not a calendar year. Leave begins on the first day any DCFMLA leave is taken. The School requires employees to use any earned PTO days concurrently with leave taken under the DCFMLA.

### Eligibility and Usage

Employees are eligible for DCFMLA if they are employed for 12 or more consecutive or non-consecutive months in the seven-year period prior to the requested leave and worked at least 1,000 hours for the employer during that 12-month period.

DCFMLA leaves are granted to employees for the following:

- To care for a child following a birth or placement of a child for adoption or foster care. If both parents are employed at Paul PCS, the leave period is limited to 16 weeks total for both parents.
- To care for immediate family members such as child, parent, one's spouse or other individual as required by law with a serious health condition.
- If the employee is unable to perform their job responsibilities due to their own Serious Health Condition.

“Serious Health Condition” is defined as an illness, injury, impairment, or physical or mental condition that involves either:

- Any period of incapacity or treatment connected with inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a health care provider which includes any period on incapacity (i.e. inability to work, attend school or perform other regular daily activities).

Employees are required to use accrued available PTO/sick leave and apply to DC Paid Family Leave before taking unpaid leave.

Employees must promptly contact the Assistant Director of Talent if they are in need of Family and Medical Leave, providing at least thirty (30) days advance notice if possible. Paul PCS reserves the right to ask for supporting information or medical certification before granting a leave, and employees are required to bring a medical release to resume normal job duties before returning to their former/comparable position.

### **Paid Family Leave Amendment Act**

Under the Paid Family Leave Amendment Act, D.C. employees are entitled to a maximum of 12 weeks of paid leave for qualifying parental leave, medical leave, and/or family leave during a 52-week period.

Eligible employees may receive up to:

- 12 weeks to bond with a new child;
- 12 weeks to care for a family member with a serious health condition;
- 12 weeks to care for the employee's own serious health condition;

- 2 weeks to care for a pregnancy.

“Qualifying family leave” means paid leave to provide care or companionship to a family member because of the occurrence of a qualifying family leave event.

“Qualifying family leave event” means the diagnosis or occurrence of a serious health condition of a family member of an eligible individual.

“Qualifying medical leave” means paid leave for an eligible individual may take following the occurrence of a qualifying medical leave event.

“Qualifying medical leave event” means the diagnosis or occurrence of a serious health condition of an eligible individual.

“Qualifying parental leave” means paid leave for an eligible individual which may be taken within one year of the occurrence of a qualifying parental leave event.

“Qualifying parental leave event” means events, including bonding, associated with:

- The birth of a child of an eligible individual;
- The placement of a child with an eligible individual for adoption or foster care; or
- The placement of a child with an eligible individual for whom the eligible individual legally assumes and discharges parental responsibility.

#### Waiting Period

After the occurrence of a qualifying family leave event, qualifying medical leave event, or qualifying parental leave event, an eligible individual shall wait one week during and for which no benefits are payable before being entitled to receive payment of his or her paid-leave benefits. An employee is only subject to one waiting period regardless of the number of qualifying events within a 52-week period.

#### No Retaliation

Employees who choose to utilize Paid Family Leave will not be retaliated against. Such leave will run concurrently with DCFMLA leave. For more information regarding this Paid Family Leave policy, please contact Human Resources.

#### **Jury Duty**

Upon notification by a court to report for jury duty, the employee shall immediately request jury duty during non-school months. For properly supported jury duty leave, for which the employee did not volunteer, time off with no loss of salary limited to ten (10) working days will be provided for jury duty required to be served during the school year. If an employee receives a jury summons, he/she must notify his/her supervisor immediately. No employee shall be compensated for jury leave without written notice of service from the court in which jury service was performed. The employee must report to work on days or parts of days when not required to report to jury duty. Any jury duty pay received during the ten day leave period must be signed over to the School.



## **Bereavement Leave**

School employees shall receive paid time off in the event of a death in the immediate family not to exceed five (5) consecutive days per incident. An immediate family member is defined as: (1) a spouse, and parents thereof; (2) sons and daughters, and spouses thereof; (3) parents, and spouses thereof; (4) brothers and sisters, and spouses thereof; (5) grandparents and grandchildren, (6) aunts and uncles, and spouses thereof; (7) domestic partner and parents thereof, including domestic partners of any individual in (2) through (6) of this definition.

## **Military Duty**

In accordance with the Uniformed Services Employment and Reemployment Rights Act (“USERRA”), unpaid military leave of absence will be granted to employees who are absent from work due to service in the United States uniformed services. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable. Continuation of health insurance benefits is available as is required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plan for which the employee is otherwise eligible. Employees may continue their health insurance benefits but are responsible for paying their portion of the health insurance premiums.

Under certain circumstances, those who took USERRA leave may be entitled to restoration to employment with Paul. Please see Human Resources for more details.

## **3. Compensation**

### **a. Salary**

Employees are paid semi-monthly on the 5th and 20th of each month through direct deposit, unless a manual check is requested by the employee. Pay statements are accessible through our Payroll web portal ([workforcenow.adp.com](http://workforcenow.adp.com)). If an employee has any questions or concerns about his/her pay they should reach out to Human Resources immediately to resolve the issue. Any corrections to pay will be made as soon as possible depending on the circumstances, and at the latest on the next scheduled pay date corresponding with the discovery of the issue.

### **b. Payroll Checks**

No one other than the employee to whom a check is written is allowed to pick up a paycheck unless prior written authorization has been given for another individual to do so. If there is an error in an employee's paycheck, it must be reported immediately to the Assistant Director of Talent.

An employee may elect to have his or her paycheck deposited directly to a banking institution. No direct-deposit transaction can be made without a completed authorization form.

### **c. Pay Schedule**

Regular pay is issued to Paul staff on a bi-monthly basis, on the 5th (for the period of the 16th through the last day of the preceding month) and the 20th (for the period of the 1st through the 15th of the month) of every month. Whenever payday falls on a Saturday, then pay will be

issued on the preceding Friday. Whenever payday falls on a Sunday, then pay will be issued on the following Monday. When payday falls on a bank holiday then pay will be issued on the following workday.

**d. Holiday Pay**

The school observes the following paid holidays:

- New Year's Day
- Martin Luther King Jr Day
- Inauguration Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day and the Wednesday before and Friday after Thanksgiving
- Christmas Day

*During these days the building will be closed and no staff members are required to be at work.*

**e. Voting Leave**

Upon an employee's request, Paul PCS will provide the employee at least two hours of paid leave to vote in person in any public election in the District. Employees ineligible to vote in D.C. will receive two hours of paid leave to vote in person in any election run by the jurisdiction in which the employee is eligible to vote. Employees requesting time off to vote must provide notice a reasonable length of time in advance. Paul PCS requires that its employees vote after the school day has ended or before the school day begins.

**Parental School Leave**

An employee who is a parent shall be entitled to a total of 24 hours leave during any 12 month period to attend or participate in a school-related event for his or her child. The employee must notify the School of the desire for leave to attend a school-related event at least 10 calendar days in advance, unless the need to attend the school-related event cannot be reasonably foreseen. The leave provided by this section may consist of unpaid leave unless the parent or employee elects to use any paid family, vacation, personal, compensatory, or leave bank leave. The School may deny the use of leave if the granting of the leave would disrupt the School's business and make it unusually difficult to engage in its operations.

Staff may not bring their own children to Paul for an extended amount of time.

**District of Columbia Emancipation Day Leave**

An employee shall be entitled to a day of leave each year on April 16th, the District of Columbia Emancipation Day. The employee must notify the School of the desire for

leave to celebrate the District of Columbia Emancipation Day at least 10 calendar days in advance. The leave provided by this section may consist of unpaid leave unless the parent or employee elects to use any paid family, vacation, personal, compensatory, or leave bank leave. The School may deny the use of leave if the granting of leave would disrupt the School's business and make it unusually difficult to engage in its operations.

**f. Benefits**

The School will offer a selection of health, dental, life, long term and short term disability insurance, flexible spending accounts, and voluntary supplemental benefits to full time, eligible employees. The portion of the school's contribution will be determined annually.

Full-time employees regularly scheduled to work thirty-five (35) hours or more are generally eligible to participate in the health and wellness benefits offered by Paul PCS. Employees may purchase medical, dental and/or vision insurance offered by Paul PCS. At no cost to employees, Paul PCS offers Short-term, Long-term, Life and Accidental Death and Dismemberment ("AD&D") insurance. For detailed eligibility rules for any of the health and wellness benefits offered by Paul PCS please consult the summary plan descriptions for each plan, which is available through the Human Resources department. Coverage may change from time to time as Paul's goal is to ensure the best coverage for its staff and their families.

**g. Retirement Benefits**

All employees regularly working 40 hours per week will be offered a retirement plan under Section 403b of the Internal Revenue Code. The Charter School will automatically contribute 3% of the employee's salary to the 403b plan and will match any employment contribution on a one-to-one basis up to an additional 3% of the employee's salary.

An employee must work for the Paul Public Charter School for two years before having a one-hundred (100) percent vested interest in the contributions of the Charter School to the employee's 403b plan. Anything under two years will be not vested.

The School will contribute these same amounts to existing retirement plans for employees on leave from the District of Columbia Public School System who elect to retain their existing retirement plan with the District of Columbia Public Schools System.

**h. Workers' Compensation**

Paul provides worker's compensation insurance for all employees as required by law.

Employees must immediately report to the Assistant Director of Talent any injuries suffered as a result of employment activity at or on behalf of Paul PCS and/or suffered while they are at work, including injuries incurred at home or another location while working. Failure to report an injury promptly may result in loss of benefits, and be subject to disciplinary action. Neither Paul nor its insurer will be liable for the payment of worker's compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of, required by, or an expected part of the employee's work-related duties.

**i. Stipends for Additional Duties**

Stipends, or monies for additional duties/responsibilities (i.e.: department chairs, additional duties, curriculum work, extended day / athletic activities, etc.), are determined and distributed by Executive Leadership. Stipend amounts will depend on the number of students served, impact on the school community, and alignment with Paul’s mission. The number of hours spent outside normal work schedules will also be considered when calculating individual stipends. If at any time the employee transitions from the role, whether voluntarily or involuntarily (fails to perform the agreed upon duties or does not meet the expectations detailed in the position) the stipend will immediately cease. The stipend may also terminate or be modified at any time at the discretion of School Leadership.

Extended Day staff and athletic coaches will be required to submit attendance rosters and will only be awarded their stipends upon documented proof of meeting quarterly attendance quotas as established by the Executive Director of Schools or designee.

**j. Cell Phone Stipend and Expectations**

While appropriate communication and accessibility is expected of all staff members, certain eligible staff members may be granted a partial cell phone stipend in accordance with their role. Those receiving cell phone stipends are expected to be responsive to their supervisors and those they supervise, as well as other stakeholders with whom they collaborate. The cell phone stipend is considered a privilege and not a right at all times and will be distributed on a per-pay-period basis.

Eligible employees include supervisors and other staff members whose role obligates the substantive use of a cell phone outside of the building or of normal work hours. Those eligible for a cell phone stipend will be determined solely at the discretion of the Executive Team, as will the amount of the stipend. Eligibility may be removed and the payment modified or terminated without warning for staff members whose role changes, who do not abide by the standards laid out above, and/or at the discretion of School Leadership.

**k. Pregnancy Accommodation**

The School complies in all respects with the Protecting Pregnant Workers Fairness Act (PPW). Under the PPW an employee may request an accommodation(s) because of pregnancy, childbirth, breastfeeding or a related medical condition. The School may request an employee to provide certification from a health care provider indicating a reasonable accommodation is advisable. The certification must include: (1) the date the accommodation became or will become medically advisable; (2) an explanation of the medical condition and need for a reasonable accommodation; and (3) the probable length of time the accommodation should be provided.

The School will endeavor to make all reasonable accommodations that are advisable as determined by a healthcare provider. When requesting accommodations, the School will engage

in good faith and in a timely and interactive process with the employee to determine the accommodation(s). Accommodations may include, for example:

- More frequent or longer breaks;
- Time off;
- Acquisition or modification of equipment or seating;
- Temporary transfer, light duty or a modified work schedule;
- Refraining from heavy lifting;
- Relocating the employee's work area; or
- 

**1. Breastfeeding Accommodation**

The School will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their child up to 1 year old. The break time must run concurrently with rest and meal periods already provided. However, if the break time cannot run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

The School will provide employees with the use of a room or location other than a toilet stall to express milk in private. This location may be the employee's private office, if applicable, or another approximately located office or private space. Please consult Human Resources with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose.

**4. Professional Development**

Every year, each staff member may request up to \$1,500 total to further their knowledge and advance their skills. To request funding, employees should complete the Professional Development Google form located in the HR @ Paul tab. Forms must be submitted at least 3 weeks in advance of the payment due date and should include details to send payment directly to the Professional Development vendor.

**Employment Arbitration Agreement Policy**

Any controversy or claim arising out of or relating to Employee's employment with the School, and/or the separation of Employee's employment with the School, including, but not limited to, any claims, actions, charges, demands and causes of action, in law or in equity, alleging violation of any and all local, state or federal statutes of any type, including any and all claims based upon age, sex, nationality or national origin, race, religion, disability, or any other protected classes; violation of the FLSA or any similar state or local statute and/or any other claim for owed wages of any type; breach of contract (express or implied); wrongful or constructive discharge; promissory estoppel; breach of contract or the covenant of good faith and fair dealing; defamation; intentional infliction of emotional distress; invasion of privacy; negligence; and/or misrepresentation (intentional or negligent), whether arising under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, as

## PAUL PUBLIC CHARTER SCHOOL EMPLOYEE HANDBOOK

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amended, the Equal Pay Act, the Americans With Disabilities Act, or any other federal, state or local laws or ordinances, common law, or administrative regulations, or that are similar or related to same, shall be resolved by means of binding arbitration before a single arbitrator in accordance with the Employment Arbitration Rules of the American Arbitration Association (AAA) that are in effect at the time of the arbitration filing, which Arbitration Rules may be obtained at [www.adr.org](http://www.adr.org), or by seeing Human Resources. The exception is that any claim relating to a Party seeking injunctive relief or responding to a claim seeking injunctive relief may, at the option of the moving party or the defending party, be brought or removed in/to any state or federal court of appropriate and competent jurisdiction. A party may also apply to the arbitrator seeking injunctive relief until an arbitration award is rendered or the dispute is otherwise resolved.

The arbitration shall be held in the District of Columbia unless another place is agreed upon by the Parties. The Parties also agree to arbitrate the threshold issue of whether this employment arbitration agreement policy is enforceable and/or whether a particular claim is covered, before a single arbitrator in accordance with the Employment Arbitration Rules of the American Arbitration Association (AAA) that are in effect at the time of the arbitration filing.

The suing Party shall be entitled to the remedies available for such claims under applicable law, and the statutes of limitation applicable to such claims under the law shall be applicable. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the statute of limitations that applies to the claim. **The Parties waive any and all rights to bring class, collective and/or representative actions to the maximum extent allowed by law.**

The School shall pay the entire initial filing fee for the arbitration. The remaining fees and expenses of AAA and the Arbitrator shall be split evenly by the Parties, unless such splitting arrangement is barred by applicable State or Federal law, in which case the School shall solely be responsible for all such fees and expenses of the AAA and the Arbitrator, including, but not limited to, any expenses for the room where the arbitration is conducted. Where applicable law permits the foregoing fee-splitting arrangement, if Employee can demonstrate financial hardship and/or inability to pay, Employee shall, after first requesting that the School pay all or a greater portion of the arbitration-related fees, if the School declines the request, be permitted to apply to the Arbitrator for a ruling that, due to the financial hardship imposed on Employee, the School should be required to pay all or a greater portion of the fees and expenses. Each Party shall be responsible for the costs, expenses and fees of its counsel, any witnesses and any expert witnesses, provided, however, that all relief and remedies, including the recovery of costs and attorneys' fees if allowed by statute or applicable caselaw, is available to the employee to the same extent as it would be if the employee pursued the claims in court.

Whenever possible, each provision of this employment arbitration agreement policy shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision is determined by an Arbitrator or a Court of proper jurisdiction to be prohibited and/or invalid in any respect under applicable law, the Parties agree that such term or provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this employment arbitration

## PAUL PUBLIC CHARTER SCHOOL EMPLOYEE HANDBOOK

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agreement policy, which shall be enforced to the full extent of the law, and that the prohibited or invalid term shall be construed in accordance with the requirements and limits of applicable law (e.g., if applicable law requires the School to pay all or a greater portion of the AAA, arbitration and Arbitrator fees, the arbitration agreement policy shall be construed in such a manner as to require the School to pay all or a greater portion of such fees, in accordance with applicable law). The Parties agree that any Court that determines that a term of this employment arbitration agreement policy is improper or overbroad in any way is requested by the Parties to modify that term, limit it, or sever it, so that the employment arbitration agreement policy is enforced to the maximum extent permitted by applicable law.

### **Acknowledgement of Employee Handbook**

I acknowledge that I have received a copy of the Employee Handbook, and I understand that it is my responsibility to read and comply with the policies contained in the Employee Handbook and any revisions made to it. I further acknowledge that the Employee Handbook supersedes all prior oral or written statements by Paul PCS concerning its employment policies, guidelines and benefits.

I acknowledge that my employment is terminable at will, either by myself or the School, with or without cause or notice. I understand that no representative of Paul other than the CEO may alter my "at will" status and any such modification must be in a signed writing.

I understand and agree that Paul PCS reserves the right to change, modify, or delete any of the information, policies, and benefits described in the Employee Handbook at any time, with or without notice, except the policy of employment-at-will. I understand that nothing contained in this handbook or the handbook itself is considered a contract of employment. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

The Employee Handbook describes important information about my employment with Paul PCS and I understand that if I have any questions regarding any materials contained in, or not answered by, the Employee Handbook, I should consult with the Executive Director of Talent.

**I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Employee handbook.**

**Please respond to [hr@paulcharter.org](mailto:hr@paulcharter.org) to acknowledge that you have received and read the Employee Handbook and agree to the terms within.**