

Employee Handbook



**2000 Lakeshore Drive Bicentennial Education Building,
Suite 120, New Orleans, La. 70148**

JULY 2017						
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175.5 Instructional Days
188 Teacher Days
70,200 instructional Minutes-
Elem
63,902 Instructional Minutes-
High (Early Release Every
Wednesday)
63,720 = State Requirement

July 20	NBSF Board Meeting
July 24-28	NBSF Summer Institute (All Staff)
July 31	NBSF Teacher Work Days
July 31-Aug 4	Lake Area 9 th Grade Orientation
Aug. 1-4	NBSF Teacher In-Service Days
Aug. 7	First Day for Students 1-12
Aug. 14	First Day for Students Pre-K &K
Aug. 17	NBSF Board Meeting
Sept. 4	Labor Day (Schools/Offices Closed)
Sept. 12	Open House – Capdau
Sept. 19	Open House – Nelson
Sept. 21	NBSF Board Meeting
Sept. 26	Open House- Lake Area
Oct. 11	End of Quarter #1
Oct. 17	Report Card Conferences (Elem)
Oct. 18	Report Card Conferences (High)
Oct. 19-20	Fall Break (Schools/Offices Closed)
Oct. 23	Teacher In-Service (Schools Closed)
Oct. 26	NBSF Board Meeting
Nov. 16	NBSF Board Meeting
Nov. 20-24	Thanksgiving Holiday (Schools/ Offices Closed)
Nov. 29-Dec.13	Fall EOC Window 9-12
Dec. 21	NBSF Board Meeting
Dec. 21	End Of Quarter #2
Dec. 22-31	Holiday Break (Schools/ Offices Closed)
Jan. 1-5	Holiday Break (Schools/ Offices Closed)
Jan. 8	Teacher In-Service (Schools Closed)
Jan. 9	All Students Return to School
Jan. 10	Report Card Conferences (High)
Jan. 11	Report Card Conferences (Elem)
Jan. 15	MLK Jr. Day (Schools/Offices Closed)
Jan. 18	NBSF Board Meeting
Feb. 9-16	Mardi Gras Break (Schools/Offices Closed)
Feb. 22	NBSF Board Meeting
Mar. 15	NBSF Board Meeting
Mar. 16	End Of Quarter #3
Mar. 20	ACT Testing Date (Juniors)
Mar. 30	Good Friday (Schools/ Offices Closed)
April 2-6	Spring Break (Schools/ Offices Closed)
April 9-May 4	LEAP Testing Window
April 17	Report Card Conferences (Elem)
April 18	Report Card Conferences (High)
April 19	NBSF Board Meeting
April 23-May 18	Spring EOC Window 9-12
May 7-18	Advanced Placement Testing 9-12
May 11	Last Day for Pre-K and Kindergarten
May 17	NBSF Board Meeting
May 23	Last Day for Students
May 24	Teacher In-Service
May 25	Last Day for Teachers
June 18-22	Summer EOC Window 9-12

	Board Meeting
	Holiday Schools and Offices Closed
	End of Quarter
	Teacher In-Service (No Students)
	First Day/Last Day of School
	Report Card Conferences (Half Day for Students)
	First Day/ Last Day of LEAP Assessment Window

JANUARY 2018						
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10 month employees work dates-7/24/17-5/25/18
11 month employees work date 7/12/17-6/13/18

Instructional minutes missed due to inclement weather will be added to the school day if needed.

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ABOUT THIS HANDBOOK

This New Beginnings Schools Foundation Employee Handbook establishes policies, procedures, and working conditions that will be followed by all NBSF employees as a condition of their employment. The Standards of Conduct describe the expected actions and behaviors of employees while conducting school business.

This Employee Handbook is not a contract of employment nor is it intended to create contractual obligations for NBSF of any kind.

Employment with New Beginnings Schools Foundation is on an “at will” basis, which means that you, the employee, or NBSF, may terminate the employment relationship at any time, for any reason, with or without cause. Staff members are required to read, understand, and comply with all provisions of the handbook. All staff members are also required to comply with state and federal laws at all times. If a staff member has any questions as to the interpretation or application of any information in this handbook, s/he is encouraged to discuss them with his or her School Leader or a member of Human Resources.

The employment policies in this Handbook are applied at the discretion of NBSF, unless State or federal law requires otherwise. NBSF reserves the right to change, abolish, apply, or amend any of our policies or benefits not required by law, including those covered in this Handbook, at any time with or without notice.

New Beginnings Schools Foundation will make every effort to notify employees when an official change in policy or procedure has been made but employees are responsible for their own up-to-date knowledge of NBSF policies, procedures and working conditions.

New Beginnings Schools Foundation values the knowledge, skills, and abilities of our employees and endeavors to foster an open, collaborative environment in which employees and students can thrive.

MISSION

New Beginnings Schools Foundation innovatively prepares every child, every day for success in life, college, and careers.

VISION

New Beginnings Schools Foundation exemplifies academic excellence by preparing our graduates to be innovators, leaders, and productive contributors to a global society.

Section I: COMPLIANCE

EQUAL OPPORTUNITY EMPLOYMENT

New Beginnings School Foundation is an equal opportunity employer. We are committed to a diverse workforce. NBSF values all employees' talents and supports an environment that is inclusive and respectful. Qualified persons, applicants or employees shall not be excluded from any course or activity, discriminated against or denied promotional opportunities because of age, race, creed, color, sex, religion, national origin, or qualified disability and shall not be discriminated against in admission or access to, or treatment or employment in, its programs and activities.

NBSF is committed to assuring that:

- All recruiting, hiring, training, promotion, compensation, and other employment related programs are provided fairly to all persons on an equal opportunity basis;
- Employment decisions are based on the principles of equal opportunity. All personnel actions such as compensation, benefits, transfers, training, and participation in social and recreational programs are administered without regard to any characteristic protected by federal, state, or local law; and
- Employees and applicants will not be subjected to harassment, intimidation, threats, retaliation, coercion, or discrimination because they have exercised any right protected by law.

Americans with Disabilities Act

NBSF complies with the law regarding reasonable accommodation for employees with disabilities. Accordingly, it is the policy of NBSF to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). NBSF will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. NBSF will also make reasonable accommodations wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on NBSF.

It is the responsibility of employees to notify their supervisor if they need an accommodation. Upon doing so, your supervisor may ask for your input on the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals.

PERFORMANCE/PROFESSIONAL STANDARDS

All NBSF employees are expected and required to meet acceptable performance and professional standards. High standards of professional commitment and preparation should be reflected daily. The following qualities are expected to be demonstrated by all employees at all times: honesty, morality, and integrity in relation to school finances, students, colleagues, community, and all other areas of educational responsibility. Insubordination and/or disregard of, or inattention to, working directions and instructions received from the supervisor or refusal to comply, theft of school property, excessive or unexcused absenteeism or tardiness, violation of any rule pertaining to attendance, misrepresentation of facts or falsification of records, including but not limited to leave request, personnel records or any action resulting in criminal offense, whether committed on or off duty may result in disciplinary action or possible dismissal. Employees are expected to comply with all contractual agreements or appointments, as well as all applicable policies and of the NBSF.

Employees are prohibited from engaging in any activity that may present a conflict of interest such as acceptance or solicitation of gifts of significant economic value either directly or indirectly from parents, students or other individuals. Any abuse of authority of office or position and decisions regarding the employment of a family member and entering into agreement with persons who have a substantial economic interest is prohibited.

Acceptance of food, drinks of a social nature or participation in a social event are permitted, as long as the value does not exceed the amount permitted under state law.

Employees of NBSF are prohibited from using their position for the purpose of selling products or services.

NEPOTISM

It is the policy of the NBSF to recruit and employ the best qualified individual solely on the basis of merit and in accordance with appropriate ethical standards and specific statutory provisions. The employment of immediate family members of a Board Member, administrator or other school employee, can in some instances, be against the law, and in other instances, may give rise to concerns that the individual was hired, promoted or awarded a salary increase based on a familial relationship rather than merit.

It shall be the policy of NBSF that an immediate family member of a Board Member, Principal or other school or network administrator may not be employed in any position within the network, with the exception that an immediate family member of an individual holding one of these positions may, upon the discretion of NBSF, be employed as a classroom teacher, provided that he or she is certified to teach. Exceptions to this policy are subject to the approval of the Board, which has sole discretion in this area.

For the purpose of this policy, immediate family member (relative) shall mean parents, siblings, children, grandchildren, nephew, niece, first cousin, aunt, uncle, or a person with whom the employee has made his or her home, including step-relatives or the same

degree of relationship.

Employees related to each other shall not be evaluated by the same supervisor and/or should not be in a position that is supervised by a relative. Employees related to each other shall not be assigned to the same administrative unit. Exceptions to this policy will be approved at the sole discretion of the Board.

Employee Fraternization Procedure

While NBSF encourages a collegial and supportive atmosphere at work for its employees, interpersonal relationships between employees may become a concern if they have the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile working environment for any employee; disrupting the smooth and orderly flow of work within any NBSF site; or harming the goodwill and reputation of NBSF among its students, parents, or in the community at large. For this reason, NBSF reminds its employees that the following guidelines apply in their relations with other employees, both on and off duty:

- A supervisor is not allowed to engage in any form of relationship with a subordinate employee. If such a relationship develops, the employees are required to contact human resources. If such a relationship develops, and the parties do not inform HR, the employees may be subject to discipline up to and including termination.
- If a relationship or social activity between two or more employees:
 - a. has the potential or effect of involving the employees, their coworkers, students in any kind of dispute or conflict with other employees or third parties;
 - b. interferes with the work of any employee;
 - c. creates a harassing, demeaning, or hostile working environment for any employee;
 - d. disrupts the smooth and orderly flow of work within the school site or NBSF worksite, or the delivery of services to the NBSF's students or stakeholders;
 - e. harms the goodwill and reputation NBSF among its students, parents, vendors or in the community at large; or
 - f. tends to place in doubt the reliability, trustworthiness, or sound judgment of the persons involved in the relationship, the employee(s) responsible for such problems will be subject to counseling and/or disciplinary action, up to and potentially including termination of employment, depending upon the circumstances.
 - g. Employees who conduct themselves in such a way that their actions and relationships with each other become the object of gossip among others in the organization, or cause unfavorable publicity in the community, should be concerned that their conduct may be inconsistent with one or more of the above guidelines. In such a situation, the employees involved should request guidance from the Human Resources Director to discuss the possibility of a resolution that would avoid such problems.

Depending upon the circumstances, failure to seek such guidance may be considered evidence of intent to conceal a violation of the policy and to hinder an investigation into the matter. Such behavior could be subject to discipline up to and including termination.

Friendships and social contacts between employees are not a matter of concern as long as they are consistent with the above guidelines. Employees may address any questions on this policy to the Human Resources Director.

Code of Governmental Ethics

Because public employees occupy a position of trust, they must be independent and impartial. Employees are prohibited from accepting anything of economic value (including gifts, rewards and gratuities), other than compensation and benefits provided by law, for the performance of the duties and responsibilities of their position. Further, employees are prohibited from engaging in activities, public or private, which create a conflict of interest. Such activities include those in which the employee, his/her immediate family or certain personal or business associates have a substantial economic interest.

In accordance with Louisiana Revised Statute 42:1170 A(3), each public servant shall receive a minimum of one (1) hour of education and training on the Code of Governmental Ethics on an annual basis throughout the duration of his/her employment. Information will be disseminated in orientation and/or professional development regarding how to complete the required training.

Section II: COMMUNITY RELATIONS

EMPLOYEE COMMUNITY RELATIONS

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

PUBLIC INFORMATION/CONFIDENTIAL INFORMATION

No information shall be released to the general public by any NBSF employee. All requests for information shall be directed to our Communications office for review. Only the designated person in the Communications Office is allowed to respond to requests for information.

Information or records which are considered confidential by the NBSF shall only be released/accessed as a result of a judicial court order or as otherwise provided by State or Federal law.

Medical records are exempt from release unless authorized by the employee.

Copies of NBSF records may be requested at any time through the Communications office. The NBSF may require any person making the request to reimburse the NBSF for the actual fees and costs incurred prior to providing any document, record, or item, unless the person is exempted from providing reimbursement. Duplication of records classified as privileged information shall not be permitted.

POLITICAL ACTIVITIES

Full-time employees shall not accept any appointed political office or hold any elective remunerative political office without the expressed consent of the Chief Executive Officer.

Employees in the performance of his/her assigned school duties shall handle all political discussions, conversations or presentation to students in a strictly non-partisan manner.

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

Section III: EMPLOYMENT

QUALIFICATIONS

The NBSF requires that all certificated employees, as well as those not required to be certified, meet the qualifications set forth by the Louisiana State Department of Education and/or qualifications for the position they are assigned.

GENERAL DUTIES AND RESPONSIBILITIES

NBSF employees are expected and required to meet acceptable performance standards and conduct themselves in a competent and professional manner during the course of their employment.

A written job description shall be provided for each employee position. Employees will be required to review the job with their immediate supervisor and sign a copy of the job description annually. A copy of the job description shall be placed in the employee's official personnel file.

Employee will be required to sign a form acknowledging they have received the employee handbook which will be placed in the employee's personnel file.

CRIMINAL HISTORY OF APPLICANTS

All applicants for employment are required to undergo a background check and drug screening prior to employment in accordance with state law. Individuals who refuse to submit to a criminal history review or whose criminal history review reveals they have been convicted of a crime may not be offered employment and/or may be subject to termination; those arrested for and/or convicted of a felony which falls under Louisiana RS 15:587.1 (C) (1) will not be offered employment and/or will be terminated. Potential employees are required to provide authorization for the disclosure of any information regarding past criminal activities, including arrests for, convictions of, expungements of or having pled no contest to any criminal offense. Even after beginning to work with the organization, a subsequent discovery of such offenses, whether it occurred before working with NBSF or after starting with NBSF, may subject an employee to discipline up to and including termination.

EMPLOYEE NOTIFICATION

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

DRUG TESTING and REASONABLE SUSPICION

All prospective employees of the NBSF must take and pass a pre-employment drug test. The drug test shall be at the expense of NBSF. Potential employees who fail the drug test will be denied employment and will not be considered for employment for one year.

If there is reasonable suspicion that an employee is working under the influence of an illegal drug or alcohol, the employee may be suspended with/or without pay (decided by the CEO) until the results of a drug and/or alcohol test are made available to the NBSF Human Resources Director. There will be no adverse employment action taken before the test results are received, however, as noted above, an employee can be suspended.

Alcohol and drug testing will be conducted whenever there is "reasonable suspicion" of drug or alcohol use. A test for alcohol or drug use will be conducted after an accident or on the job injury.

Reasonable suspicion will normally be based on a supervisor's personal observation of the employee or other relevant factors indicating alcohol or drug use. Factors that can be used to evaluate reasonable suspicion for drug or alcohol use include, but are not limited to, observing: 1) slurred speech; 2) difficulty concentrating while on the job; 3) appearance of disorientation; 4) staggering or stumbling; and 5) drowsiness and sleeping on the job. Odor of alcohol on the breath can constitute reasonable suspicion of alcohol use. Odor of marijuana use can constitute reasonable suspicion of marijuana use.

Any employee who reasonably suspects another employee is under the influence of drugs or alcohol must contact the Director of Human Resources (or HR Designee) immediately

at 504-255-6463, who will assist with any employee concerns regarding reasonable suspicion. Additionally, any questions or concerns about this procedure must also be directed to the Director of Human Resources.

If it is determined that there is reasonable suspicion of drug or alcohol use, the employee will be sent to the facility that NBSF contracts with for testing services.

The employee will be required to voluntarily submit to testing. Refusing to submit to testing will be treated the same as a positive test result, and shall constitute grounds for termination of employment.

NOTICE OF RESULTS

If the employee submits to a drug or alcohol test, NBSF will notify him or her of the results within 48 hours after NBSF receives the results from the Medical Review Officer. To preserve the confidentiality NBSF strives to maintain, Human Resources will notify the employee whether the test was negative or confirmed positive and, if confirmed positive, what the next steps will be. The referral and test results will be kept in the employee's medical personnel file.

POSITIVE TEST RESULTS

If the employee receives notice that the test results were confirmed positive, he or she will be given the opportunity to explain the positive results. An employee who questions the results of a confirmed positive drug test may request an additional test be conducted using. The request must be made within 72 hours of initial test results. The employee will pay all costs for a retest unless the second test invalidates the original test.

ALCOHOL AND DRUG-FREE WORKPLACE

Employees of NBSF are prohibited from using alcohol, illegal drugs or designer (synthetic) drugs while in the performance of official duties. Employees are also prohibited from the dispensation, distribution, manufacture, or sale of a controlled substance or illegal uses of a controlled substance at the work site or while on official business.

To ensure a drug/alcohol free work place the NBSF will randomly test for drug/alcohol abuse if there is reasonable reason to suspect abuse.

All potential employees are required to submit to a pre-employment drug test at the time and place designated by NBSF. All job offers are contingent upon satisfactory drug test results. Employees who test positive for drugs will be denied employment and may not reapply for one full year.

The use of prescription drugs are allowed only if used by the person for whom it is prescribed. Use by other than that person is illegal and may result in disciplinary action or termination. Use other the quantity prescribed is deemed illegal.

All employee drug/alcohol test or information is confidential and will not be disclosed to

the public.

TOBACCO USE

All properties of the NBSF are smoke free. Use of tobacco products are prohibited at all times. Use of tobacco products are further prohibited at all school-sponsored functions, in bathrooms and any other enclosed rooms within the building. Smoking is also prohibited within (40) feet of the entrance of any NBSF building.

CONDITIONAL OFFER OF EMPLOYMENT

The NBSF may in some cases make a conditional offer of employment, contingent upon the satisfactory completion of pre-employment criteria. Upon approval of the Chief Executive Officer or his/her designee, the applicant will be notified of the offer and the need to complete the employment requirements. If unfavorable results are received for any of the pre-employment requirements, the conditional offer of employment is null and void.

OUTSIDE EMPLOYMENT

The following procedures shall be followed for outside employment:

1. Outside employment shall not violate the Governmental Code of Ethics for Louisiana public officials and employees
2. Under no conditions shall outside employment conflict with the person's performance of his/her duties or with the extracurricular activities related to his/her position.
3. Where the supervisor questions the propriety of any outside employment of a staff member, the supervisor may require the staff member to explain the nature of the outside employment and provide information to help determine whether a conflict exists.
4. If the supervisor determines that a conflict exists, the employee will be referred to Human Resources and may be directed to terminate one employment or the other.
5. The decision of the supervisor may be appealed to the Chief Executive Officer. The Chief Executive Officer's decision is final.
6. Any employee who engages in other employment found to conflict with his/her employment by NBSF may be subject to discipline, up to and including termination.

POSITION ASSIGNMENTS

School level assignments shall be the responsibility of the school leader or his /her designee. All assignments are subject to approval by the CEO and CAO.

CLASS ASSIGNMENTS

School based assignment shall be the responsibility of the school leader (s). All reasonable requests for assignment changes shall be made to the school principal. Principals will review the request and make a decision based on the needs of the school, grade level/content area of certification with primary consideration given to what is in the best interest of student achievement. The teacher will be notified of the decision by the principal and will be given an explanation of the decision if it differs from the request. Teachers will be notified of their class assignments prior to the beginning of the school year.

REASSIGNMENT/TRANSFER

A teacher, principal or any other employee may be reassigned or transferred from one position or grade level to another at the discretion of the Chief Executive Officer with a recommendation from the Chief Academic Officer. The intention to transfer will be provided to the employee in writing. A reassignment/transfer is not an automatic right.

WORK SCHEDULE

Fulltime 12-month administrative staff, eleven and ten-month administrative staff, teaching, and non-academic staff are required to work forty hours per week. Part-time staff members are expected to work the hours stipulated in their employment agreement.

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

Teachers are expected to report to work no later than the school's designated hours. Teachers are expected to sign in daily in the front office at a designated area. Teachers who are assigned duty must report to their duty station at the designated duty start time. Teacher's not assigned to duty must report to their class line up area no later than thirty minutes after arrival. Teachers are required to remain in the building until their students have departed.

All employees shall be required to follow the school calendar and holiday schedule during the school term and to comply with all NBSF policies, regulations and procedures regarding attendance. On occasion, it may be necessary to establish office hours and a work schedule outside the normal school calendar. In such cases, the CEO will do so with the approval of the Board.

The school calendar and general work schedule shall be established by the NBSF and

communicated to all employees in writing and/or published on the website prior to the start of each school year. Work hours may vary from school to school.

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

It shall be the employee's responsibility to ensure the accuracy of his/her record. It shall be the responsibility of the supervisor approving time and attendance records to verify that all records are accurate, properly signed by each employee, and that all required supporting documentation is attached. Any employee who alters and/or falsifies time records shall be disciplined up to and including termination.

ATTENDANCE

School level employees who know in advance that they will be absent or tardy should inform the Principal or his designee no later than 6:00 a.m. Network level employees should notify his/her supervisor no later than 7:00 a.m. Excessive absence or tardiness may constitute cause for disciplinary action, up to and including termination. More than three (3) unexcused absences or five (5) late arrivals will be considered excessive. Absence or late arrival may be excused upon presentation of appropriate medical documentation. Upon return employees should complete leave slips and submit for approval by the supervisor.

MODIFIED WORK SCHEDULE

Any employee recovering from a work-related disability, and whose recovery is determined by a physician to be to the point where the employee can resume at least partial duties and/or hours of work, may be allowed to return to work on a modified duty schedule. The work schedule and or nature of the work shall be at the discretion of the NBSF CEO in conjunction with the Director of Human Resources.

Every effort will be made to provide reasonable accommodation to an employee based on the employee's circumstances and conditions of employment.

A modified work schedule may continue only until the employee is certified to return to regular work duties.

FAILURE TO RESIGN/REPORT TO WORK

An employee who fails to report to work, or notify his direct supervisor of his inability to do so, for three (3) calendar days will be considered to have abandoned his or her position. This action may result in termination of employment.

EVALUATION INFORMATION

In order to help each individual improve his/her effectiveness in their assigned position the NBSF will conduct performance evaluations of all personnel in its employ. The development, monitoring and maintenance of the effectiveness of the evaluation program shall be the responsibility of the NBSF CAO and Director of Human Resources. The goal of the evaluation process is to assess the strengths and weaknesses of the individual and determine the necessary steps needed to help the individual grow professionally.

Principals will be formally evaluated according to Network and State guidelines. Continued employment will be on the basis of performance, budget and school needs.

Formal teacher evaluations will be conducted twice a year – at mid-year (December) and prior to the end of the school year (March). Informal evaluations may be conducted at the discretion of the supervisor throughout the year. During the evaluation period, the Principal and/or Assistant Principal will conduct a formal classroom observation. Several informal or unannounced evaluations may be conducted by the Principal and/or Assistant Principal. Formal evaluations will be announced in advance. A copy of the formal evaluation will be provided to each employee, and a meeting to discuss the evaluation results will be held with the Principal and/or Assistant Principal. The Performance Evaluation Rubric and corresponding protocols can be located at www.louisianabelieves.com.

EVALUATION PERFORMANCE GRIEVANCE PROCESS:

- Employee will receive a copy of the evaluation and any documents relating to the results no later than 15 days after the final evaluation rating is determined.
- Employee shall be entitled to provide a written response to the evaluation results, which will become a permanent attachment to the employee's personnel file.
- Employee can request a meeting to discuss the evaluation results after the reevaluation period and prior to the end of the academic year.
- The employee shall be entitled to state a grievance to the CAO if the conflict in question is not resolved between the employee and evaluator.
- Copies of the evaluation results and any documentation related thereto of any school employee may be retained and are confidential and do not constitute a public record and shall not be released or shown to any person except as provided by law.

EMPLOYEE COMPLAINT PROCEDURE

The NBSF believes it is in the best interest of the Network to make an attempt to resolve conflicts and complaints amicably. Only complaints or replies to complaints regarding significant matters, that is, matters that impact terms and conditions of employment, need be in writing. Formal written complaints should be submitted only if verbal efforts to resolve the matter have been unsuccessful. Employees who submit a complaint under this procedure will not be subject to any type of harassment or reprisal.

This policy sets forth the procedures followed when a conflict or a complaint of

misconduct arises. Misconduct includes any violation of rules that are set forth in the employee handbook or any other acts or omissions that are deemed detrimental to the Network.

- Any employee with a complaint relating to his/her condition of employment should first attempt to resolve the matter with his/her immediate supervisor.
- If the employee feels that the matter has not been satisfactorily resolved, the employee may discuss the complaint with the next level supervisor, who will consider the matter and provide a response within 48 hours excluding weekends and holidays
- If the complainant is not satisfied with the Supervisor's response, he/ she may forward a written complaint to the Director of Human Resources for additional consultation. The complaint should include a detailed explanation and request for remedy. The Director of Human Resources will forward the written complaint to the CEO or his/her designee to determine whether the complaint will be further considered. The complainant and others concerned may be asked to attend a hearing of the matter and to provide additional information for the purpose of resolving the complaint. (Note: While employees are encouraged to utilize these procedures, they are not intended to create any contract between the Charter Network and any employee concerning the procedures that will be followed in handling employee concerns.)

The following shall be the procedure to file a grievance:

Step 1

The complainant requests a meeting to discuss concerns or complaints with his/her immediate supervisor.

When an employee has a complaint, he/she should do so verbally or in writing to his/her immediate supervisor. Supervisors are encouraged to make every effort to resolve the concern or complaint at the school or departmental level and should discuss the matter until a satisfactory resolution is reached.

Step 2

If a satisfactory resolution of the concern or complaint is not achieved at the first meeting, the employee can schedule a meeting with the Chief Academic Officer. A meeting will be scheduled with the employee and his immediate supervisor in an effort to resolve the complaint or concern. A decision by the CAO will be issued not later than three (3) days excluding holidays and weekends following the meeting.

Step 3

If the outcome of the second meeting is unsatisfactory, the employee may appeal in writing the decision to the Human Resources Department. A meeting will be

scheduled in an attempt to resolve the problem. A decision will be issued no later than 5 (five) days excluding weekends and holidays after the conference.

Step 4

If the outcome is unsatisfactory after meeting 3, the employee can appeal to the Chief Executive Officer. The appeal should be made within three (3) days of the decision. The Chief Executive Officer will conduct a record review of the concern or complaint and may also request supporting documentation prior to making a decision. He/she may also hold a meeting in an attempt to resolve the concern. A decision will be issued no later than 2 days excluding weekends and holidays after the meeting. All decisions by the Chief Executive Officer will be final.

Employees will not be subject to harassment, discrimination or otherwise adversely affected by the grievance procedure. The grievance process will terminate if the employee accepts a decision at any level, fails to file a complaint in a timely manner or if the employee indicates in writing his/her desire to terminate the complaint. The decision of the CEO or his/her designated representative shall be final. The CEO shall have the right to suspend and/or by-pass any part of this grievance procedure if she deems it appropriate.

If the complaint or concern is in regards to suspected child abuse, as outlined in this handbook, it is the policy of NBSF that employees with knowledge or suspicion are required to report allegations to child protection or law enforcement authorities.

DISCIPLINE

All staff is expected to behave in a professional manner that sets an example for students.

The NBSF may suspend any person in its employment when the NBSF Chief Executive Officer has reason to believe that it is in the best interest of the Network.

Employees may also be suspended in cases where there is a concern for the welfare and safety of others on the school premises. Such suspensions may result in suspension with or without pay, a reduction in salary or a demotion, depending on the seriousness of the offense.

CORPORAL PUNISHMENT

Corporal punishment is strictly forbidden. Slapping, spanking, pinching, hitting, or physical force, including handcuffing and extreme physical restraint to correct student behavior is strictly prohibited. NBSF expects staff to command respect by being respectful and by correcting students in a respectful manner. Staff members are expected to seek the necessary resources to correct student behavior, when it is beyond their ability to take corrective action. Use of corporal punishment may be grounds for discipline up to and including immediate termination.

INCIDENT REPORTS

When an incident occurs at the school level, staff members are expected to file a report for each separate incident. Incidents to be reported, but not limited to those listed are: Injuries to students, faculty or staff, any incident involving the police, and inappropriate behavior by parents. Inappropriate behavior by anyone in the building, including teachers, administrators, custodians or cafeteria workers should also be reported.

Violations of policies regarding conduct with students may result in disciplinary action, up to and including dismissal.

WORKPLACE VIOLENCE

It shall be the policy of the NBSF that any act of threat or violence against another person's life, health, well-being, family or property is unacceptable and cause for immediate termination. Furthermore, this policy applies to act of violence made on school property, at school events or under other circumstances that may adversely affect the school.

WORKPLACE BULLYING

Bullying in the workplace occurs when one or more people are hostile or mean toward another person on an ongoing basis. Bullying is not typically considered acceptable adult conduct. Workplace bullying is an effort to undermine and harm another person by threatening that person's professional status, self-confidence, and/or ability to perform.

Bullying is harassment and in severe cases can even be verbal or physical abuse and/or assault. Harassment involves annoying and continued actions, which can include threats and demands, as well as uninvited and unwelcome verbal or physical conduct. Verbal or physical bullying that is abusive is considered assault and there are criminal laws that can lead to the arrest and prosecution of a bully.

Please consult with Human Resources if you feel that you are being bullied or if you see instances of workplace bullying.

TERMINATION OF EMPLOYMENT

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

- Resignation—voluntary employment termination initiated by an employee.
- Termination— involuntary employment termination initiated by New Beginnings Schools Foundation.

Termination from the NBSF may occur for conditions such as including but not limited to, conduct seriously prejudicial to the School or the Charter School Network, excessive or unexcused absenteeism or tardiness, fighting, misrepresentation of facts, insubordination, theft, neglect of duty, inefficiency, incompetence, unsafe actions, property damage or misuse, falsifying records, concealing improper actions or serious violations of the policies set forth herein.

In cases where it is necessary to reduce or eliminate positions at the school level, the following shall be considered. This is an illustrative not exclusive list: Significant decline in enrollment, the school budget, performance rating and area of certification, loss of federal or state funds, need for academic or facility restructuring, compliance with state or federal law, and/or the discontinuance of special programs or positions. All decisions regarding position elimination shall be made by the NBSF Chief Executive Officer with input from principals. Employees shall be notified in writing of any terminations or position elimination. Employees will be given an opportunity to request in writing, a review of such action and the results of such action.

Employees occupying positions which are scheduled for elimination, and who are in good standing within the NBSF, will be given first consideration for available positions within the network for which they are qualified for

If you wish to resign, please provide as much notice as possible. This notice should be in the form of a written statement provided to the Director of Human Resources and your immediate supervisor. If you fail to report to work for three consecutive days without informing administration of the planned absence, we will assume that you have voluntarily resigned.

Unused personal time and sick leave time is not paid upon termination. In the case of termination, any vacation or personal/sick time used in excess of accrued time will be deducted from your final paycheck. In the case of termination or resignation, employees who receive vacation leave will receive payment for up to 300 hours of accumulated, unused vacation leave in the final paycheck.

Furthermore, any outstanding financial obligations owed to New Beginnings Schools Foundation will also be deducted from your final paycheck if allowed by law. If your final check does not sufficiently cover the money owed to New Beginnings Schools Foundation, you will remain liable for that amount. New Beginnings Schools

Foundation reserves the right to pursue additional collection actions if obligations are not fulfilled.

A meeting between you and a member of Human Resources should be scheduled prior to your last day of work. A health insurance extension of benefits under COBRA regulations is available and is offered via mail to eligible employees through our current COBRA provider. Keys, NBSF equipment and building passes must be returned at this time, along with all other NBSF property and confidential information. If you leave New Beginnings Schools Foundation in good standing, you may be considered for re-employment. Employee salary will end on the date of termination and benefits will end the last day of the month, except as required by law or by separate agreement approved by the CEO. You should consult your plan documents for more information regarding benefits after a termination of employment.

Upon resigning from New Beginnings Schools Foundation, please continue to provide us with an accurate address for at least one year to ensure timely delivery of pertinent tax and/or benefit information.

Please note that regardless of whether or not you voluntarily resign or are terminated, your last paycheck will be issued in the form of a paper check. It will be ready for pickup in the delays allowed by the law from Human Resources located in the network office. At that time, you will sign an acknowledgment stating that you have received all funds due to you and you will immediately receive your check. If you have any questions about this process, feel free to contact the Human Resources Manager.

EXIT PROCESS/INTERVIEW

EMPLOYEE'S RESPONSIBILITY

Employees who resign or retire from NBSF are expected to adhere to the following:

- It is the responsibility of the employee to provide his/her supervisor written notice of his/her intent to resign or retire from his employment. To the extent possible, he/she should provide a two-week notification, except in the case of an emergency, where a reasonable notice under the particular circumstances would suffice.
- Schedule an exit interview with the Director of Human Resources.
- Inform the supervisor of any ongoing or existing projects that need completion.
- Turn in all Network equipment.

SUPERVISOR'S RESPONSIBILITY:

- Refer employee to Human Resources to complete an exit interview.
- Notify Human Resources within 24 hours of separation.
- Verify all equipment has been returned (computers, cell phones, teacher's manuals etc.).
- Notify the appropriate personnel to delete passwords.

TERMINATIONS/REDUCTION IN FORCE

- Human Resources schedules an exit interview.
- Human Resources will collect all network equipment.
- Human Resources submits notification to the appropriate personnel to delete/delimit passwords

Section IV: COMPENSATION AND BENEFITS

NBSF employees are offered competitive compensation as well as a generous benefit package which currently includes the following: medical, dental, vision, life insurance, long-term disability, accidental death and dismemberment coverage, paid holidays, and vacation/sick leave. Supplemental benefit plans are also available for NBSF employees and their families.

INSURANCE

Employees who wish to enroll in available insurance plans must do so within the first 30 days of eligible employment. For academic employees on a 10-month appointment, insurance premium payments will be adjusted to remit payment for 12 months of coverage. Employees may elect to change coverage during the annual open-enrollment period, unless there is a qualifying event that would warrant a change during the plan year. Qualifying events include; the birth of a child, marriage, divorce, loss of previous coverage, etc. Please contact Human Resources for additional information regarding qualifying events.

New Beginnings Schools Foundation provides group health, dental and vision insurance plans to all active employees who are normally scheduled to work 30 or more hours per week. Details concerning available plans, level of coverage and premium costs are in the benefit information provided during new hire orientation or available from Human Resources.

Insurance coverage begins on the first day of the month following the first full month of employment from the date of hire. All necessary enrollment forms must be completed by the employee before this date. Current part-time employees who become full-time employees will be notified by Human Resources when they are eligible to enroll.

As a result of termination, a reduction in work hours or in the event that an employee goes on military leave or takes another extended leave of absence, an employee may be eligible to continue New Beginnings Schools Foundation's group coverage by paying the monthly premium. More information will be provided when an employee becomes eligible for continuation coverage.

Employees are urged to consult the insurance summary plan description for details of the plan benefits. The plan document controls payment of any benefits.

PAYROLL PROCEDURES

Salaries and wage payments are processed through the NBSF Finance Office. Payroll deductions are required for Federal and State tax withholdings laws, Medicare, retirement contributions, garnishments and child support, and health and life insurance premiums.

Employees are paid on a semi-monthly basis, on the 15th and the last day of each month. All payroll checks are deposited directly into the employee's checking and/or savings account. Employees are required complete a direct deposit authorization form at the time of hire.

Direct deposits in third party accounts are prohibited. This includes any account where the employee is not named on the account. Exceptions may be made by the NBSF for deposits to a dependent's account or to the account of a parent/guardian when the employee is a dependent of the parent/guardian. Such deposits may require documentation to prove the relationship exists.

TUITION REIMBURSEMENT/ REFUND OF EXPENSES

Fulltime employees, in good standing, that have completed one year of service, may be reimbursed for up to 6 credit hours per semester. The employee must have at least a 2.5 average in the course (s) for which they are being reimbursed.

For any Educational Assistance Program offered by New Beginnings, employees understand that if he or she terminates his or her employment prior to completing the course or prior to working two consecutive years working at NBSF, the employee may be responsible for returning all or some funds expended by the organization for the education program. For more information about the reimbursement of funds, please

review the educational assistance program agreement and/or contact Human Resources.

PROFESSIONAL DEVELOPMENT

Full time employees, in good standing, are eligible and encouraged to participate in professional development activities to enhance their knowledge and skills. NBSF will remit payment for local and national conferences, courses, etc. up to defined maximums. Please contact the Academics Team for additional information.

Section V: EMPLOYEE LEAVES

SICK LEAVE

Sick leave is granted to an employee who is unable to perform his/her duties because of personal illness, medical consultation, childbirth or other emergencies without loss of pay relative to the employee's available sick leave balance. Employees will be charged for leave in ½ day or one whole day increments. Written confirmation from a certified licensed physician is required for sick leave of more than 3 consecutive operational days.

If an employee is absent from work for which he/she is not entitled to time off, the employee shall be in violation of NBSF policy, and is not entitled to be paid for the days of unauthorized absence for non-performance of duties.

Employees hired on a 10-month, academic appointment will be advanced 4 days sick leave at the beginning of their employment, with the remaining 4 days awarded in January. Sick leave will be prorated for employees who do not begin at the beginning of the school year. Employees on academic appointment do not accrue sick leave during the months of June and July.

One day per month of sick leave is earned by regular 12-month employees employed at greater than 50% of full-time. Employees serving under temporary, restricted or intermittent appointments do not earn sick leave. Sick leave not used shall be allowed to accumulate to the credit of the employee without limitation.

ABUSE OF LEAVE

Leave is a benefit of employment with the NBSF. Employees who abuse leave and/or fail to secure proper approval are subject to being placed on leave without pay and/or disciplinary action up to and including termination.

An employee may be required to furnish a written statement from a licensed physician if there is a reason to suspect abuse of sick leave.

DOCUMENTATION OF ABSENCES

A written certification from a licensed physician is required for sick leave of more than 3 consecutive operational days. This written certification must be provided upon the employee's return to work or immediately thereafter.

FAMILY MEDICAL LEAVE

Family and Medical Leave

NBSF will not discriminate against employees as a result of the approved use of family care or medical leave or a proper request for such leave. Requests for family care and medical leave will be considered without regard to age, sex, race, religion, national origin, disability, veteran status, political belief, marital status, familial status, or any other factor protected by law.

FMLA Employee Eligibility:

To be eligible for FMLA leave, you must have:

- ❖ Has been employed by NBSF or a Louisiana state public educational institution for at least 12 months, and
- ❖ Has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave, and
- ❖ Is employed at a worksite where 50 or more employees are employed by the employer within 75 miles of that worksite. The 12 months an employee must have been employed by the employer need not be consecutive months, provided they worked the required hours within the previous seven years.
- ❖ Employment periods prior to a break in service of seven years or more need not be counted in determining whether the employee has been employed by the employer for at least 12 months.
- ❖ Employment periods preceding a break in service of more than seven years must be counted in determining whether the employee has been employed by the employer for at least 12 months where:
- ❖ The employee's break in service is occasioned by the fulfillment of his or her National Guard or Reserve military service obligation. The time served performing the military service must be also counted in determining whether the employee has been employed for at least 12 months by the employer. However, this section does not provide any greater entitlement to the employee than would be available under the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. 4301, et seq.; or
- ❖ If an employee is maintained on the payroll for any part of a week, including any periods of paid or unpaid leave (sick, vacation) during which other benefits or compensation are provided by the employer (e.g., workers' compensation, group health plan benefits, etc.), the week counts as a week of employment. For purposes of determining whether intermittent/occasional/casual employment qualifies as "at least 12 months," 52 weeks is deemed to be equal to 12 months.

- ❖ Nothing in this section prevents employers from considering employment prior to a continuous break in service of more than seven years when determining whether an employee has met the 12-month employment requirement. However, if an employer chooses to recognize such prior employment, the employer must do so uniformly, with respect to all employees with similar breaks in service.
- ❖ Whether an employee has worked the minimum 1,250 hours of service is determined according to the principles established under the Fair Labor Standards Act (FLSA) for determining compensable hours of work. (See 29 CFR part 785). The determining factor is the number of hours an employee has worked for the employer within the meaning of the FLSA. The determination is not limited by methods of recordkeeping, or by compensation agreements that do not accurately reflect all of the hours an employee has worked for or been in service to the employer. Any accurate accounting of actual hours worked under FLSA's principles may be used.
- ❖ Pursuant to USERRA, an employee returning from fulfilling his or her National Guard or Reserve military obligation shall be credited with the hours of service that would have been performed but for the period of military service in determining whether the employee worked the 1,250 hours of service. Accordingly, a person reemployed following military service has the hours that would have been worked for the employer added to any hours actually worked during the previous 12-month period to meet the 1,250 hour requirement. In order to determine the hours that would have been worked during the period of military service, the employee's pre-service work schedule can generally be used for calculations.
- ❖ In the event an employer does not maintain an accurate record of hours worked by an employee, including for employees who are exempt from FLSA's requirement that a record be kept of their hours worked (e.g., bona fide executive, administrative, and professional employees as defined in FLSA Regulations, 29 CFR part 541), the employer has the burden of showing that the employee has not worked the requisite hours. An employer must be able to clearly demonstrate, for example, that full-time teachers of an elementary or secondary school system, or institution of higher education, or other educational establishment or institution (who often work outside the classroom or at their homes) did not work 1,250 hours during the previous 12 months in order to claim that the teachers are not eligible for FMLA leave.
- ❖ The determination of whether an employee has worked for the employer for at least 1,250 hours in the past 12 months and has been employed by the employer for a total of at least 12 months must be made as of the date the FMLA leave is to start. An employee may be on "non-FMLA leave" at the time he or she meets the eligibility requirements, and in that event, any portion of the leave taken for an FMLA-qualifying reason after the employee meets the eligibility requirement would be "FMLA leave."
- ❖ Whether 50 employees are employed within 75 miles to ascertain an employee's eligibility for FMLA benefits is determined when the employee gives notice of the

need for leave. Whether the leave is to be taken at one time or on an intermittent or reduced leave schedule basis, once an employee is determined eligible in response to that notice of the need for leave, the employee's eligibility is not affected by any subsequent change in the number of employees employed at or within 75 miles of the employee's worksite, for that specific notice of the need for leave. Similarly, an employer may not terminate employee leave that has already started if the employee-count drops below 50. For example, if an employer employs 60 employees in August, but expects that the number of employees will drop to 40 in December, the employer must grant FMLA benefits to an otherwise eligible employee who gives notice of the need for leave in August for a period of leave to begin in December.

Qualifying Reasons for FMLA

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

- ❖ For birth of a son or daughter, and to care for the newborn child
- ❖ For placement with the employee of a son or daughter for adoption or foster care
- ❖ To care for the employee's spouse, son, daughter, or parent with a serious health condition
- ❖ Because of a serious health condition that makes the employee unable to perform the functions of the employee's job
- ❖ Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation; and
- ❖ To care for a covered service-member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service-member
- ❖ Equal application. The right to take leave under FMLA applies equally to male and female employees. A father, as well as a mother, can take family leave for the birth, placement for adoption, or foster care of a child.

Duration of Leave:

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

Use of Accrued Paid Leave:

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

Intermittent Leave:

Employees may request intermittent leave or reduced schedule leave to care for a family

member with a serious health condition or if you have a serious health condition that warrants such a request pursuant to the FMLA Act Section 825.202 – 825.205

Notice and Medical Certification:

When seeking FMLA leave, employees must provide:

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

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

If the employee has sufficient leave to use in conjunction with FMLA, health insurance shall be deducted from the remuneration received. If an employee does not have sufficient leave to utilize in conjunction with FMLA, an appointment must be set with the Payroll department to ensure payment is received during said leave.

MATERNITY LEAVE

When an employee becomes pregnant, she will be eligible for maternity leave (leave without pay). The employee can utilize accumulated sick or annual leave for the duration of the pregnancy and can also use the unpaid maternity leave for a period not to exceed 12 weeks combined

Notification of the need for maternity leave should be made at least 30 days prior to the beginning of the date of leave, except in emergency situations. The employee shall be required to submit documentation from a licensed physician verifying the stage of pregnancy and the expected dates of disability due to pregnancy.

Maternity leave of absence (leave without pay) may be granted to regularly employed women for a reasonable time before and after childbirth for a maximum of 12 weeks.

ANNUAL LEAVE

All twelve-month full-time employees of the New Beginning School Foundation NBSF shall earn annual leave.

Annual leave is leave granted with pay to full-time employees for the purpose of rehabilitation, restoration, and maintenance of work efficiency or transaction of personal affairs. Vacation leave must be requested in advance in writing and must be approved by the supervisor before being used. The prior requirement may be waived in an emergency.

Annual leave requests in excess of eighty (80) hours for any one continuous period of time shall be subject to administrative approval of the NBSF Chief Executive Officer and/or his/her designee prior to the beginning date of the annual leave period.

Temporary, restricted, or intermittent employees are not eligible for annual leave. Upon termination, resignation or retirement, any unused annual leave up to 300 hours shall be paid at the employee's regular rate of pay. Payment shall be made to the employee or his/her heirs on or before the next regular payday for the pay cycle during which the employee was working at the time of separation or no later than fifteen (15) days following the date of separation, whichever occurs first.

LEAVE ACCRUAL

Twelve- month employees earn both sick and annual leave. Eleven and Ten (10) month full time employees earn sick leave and paid time off (PTO). Eleven and Ten (10) month full time employees earn two PTO days per academic year. PTO accrual is prorated (one per semester) according to the employee's start date if it is later than the beginning of the academic year. Accrued PTO is available for immediate use and must be used in the academic year which it is earned. PTO time does not roll over to the next academic year.

Use and Administration of PTO

New Beginnings Schools Foundation encourages employees to use their PTO responsibly and requires employees to request the use of PTO time a minimum of 10 work days in advance. Every time-off request will be evaluated and subject to approval depending on staffing needs at the time.

Types of Non-PTO Leave

Situations that require time off such as jury duty, bereavement and workers' compensation will not be charged against your accrued PTO. Note: See separate procedures on those topics to address these situations.

PTO Tracking

New Beginnings Schools Foundation has an automated PTO tracking system to keep a record of your accrued PTO balance. The amount of PTO time accrued, used and available will be itemized on your paycheck stub semi-monthly for your records.

Use of Leave

Employees are required to submit a Leave Request Form to their immediate supervisor in order to request leave. A copy of the Leave Request Form is located on the New Beginnings website at nbsfnola.com.

Leave accrual for twelve month employees is effective on the first working day of the month; the leave accrual shall be based on one (1) full month of service. Employees must be in a paid status for the full month in order to receive a full month's accrual; employees in a paid status for one-half (1/2) of a month or more will receive one-half (1/2) of the accrual, and employees in a paid status for less than one-half (1/2) of a month will receive no accrual.

TERMINAL PAYMENTS

Terminal payments of leave shall not exceed an amount representing a maximum of 300 hours of unused vacation hours. A maximum of 200 hours of unused sick leave shall be paid upon retirement or death.

MILITARY LEAVE/ACTIVE DUTY

Employees of the NBSF will be allowed to take leave without pay in accordance with applicable law, if the employee is inducted into or enlists in the Armed Forces of the United States. The leave shall be for the period dating from his/her induction, enlistment, enrollment, or call to service as long as he/she is a fulltime employee. Such leave shall not affect his/her rights acquired prior thereto.

It shall be at the discretion of the NBSF to determine if in times of a declaration of war, congressional authorization, Presidential proclamation, or national emergency, whether NBSF will pay the employees who have been called up and deployed to active military duty the difference in the employee's regular salary and the military pay received during active duty only. It is the responsibility of the employee to provide NBSF with proper documentation attesting to military orders and the military pay to be received. Nothing in this section is intended to deprive any employee of any rights granted to him or her through FMLA.

BEREAVEMENT LEAVE

Time off without loss of pay, annual leave or sick leave shall be granted to regular employees of the NBSF in the event of death of an immediate family member. Bereavement leave may be allowed for a period of three (3) working days on any one occasion.

Family member shall be defined as spouse or child, mother or father, the spouse's mother or father, brother or sister, the employee's grandparents or grandchildren, or the employee's stepmother or stepfather, stepchildren, stepbrother or stepsister.

In some cases, the employee may be required to verify bereavement leave in the form of a copy of the obituary or other documentation requested by the employee's principal, immediate supervisor or department head.

JURY DUTY OR SUBPOENAS

Employees shall be granted leave when called to serve jury duty or are subpoenaed or serve as a witness in a court proceeding, including depositions. Leave will be granted for the period of time required to serve such jury duty without loss of sick, emergency, personal leave or annual leave.

Employee's sick or annual leave will be charged for legal matters that are not in connection with the employee's official duties.

Employees will be required to submit a jury duty attendance slip to his/her school timekeeper immediately upon returning from jury duty. Employees will receive his/her regular salary while serving as a juror.

LEAVE WITHOUT PAY

Upon the discretion of the CEO, an employee of the NBSF may be placed on leave without pay for any absence from duty during the employee's assigned work schedule by NBSF. If this leave is not connected to a disciplinary action, it may shall be granted if:

- a. Requested in writing 30 days calendar in advance; in case of an emergency notice should be given as soon as possible.
- b. If for medical purposes documentation from a licensed Physician within 15 days of request.
- c. Sick or annual leave will not accumulate while on leave.
- d. Employees may continue group insurance programs for a maximum of one year.
- e. NBSF will not make insurance contributions, unless leave without pay is granted for the birth or adoption of a child or care of a child, or spouse, or parent with a serious health condition, or care for yourself due to a serious health condition. Arrangements to continue insurance coverage must be made in advance through the Human Resources office. Employees on leave without pay status do not receive holiday pay.

HOLIDAYS

The NBSF holiday schedule is intended to serve the operational needs of the Charter

Schools Network. Employees on student intermittent or temporary appointments and those on part-time appointments of less than 20 hours per week are not eligible for holiday compensation.

Use of this policy does not prohibit the NBSF from taking other appropriate action for unauthorized or excessive absences or for failure or refusal to follow other requirements related to leave.

RETIREMENT

Retirement is offered through the Teachers Retirement System of Louisiana (TRSL). Employees previously enrolled in the TRSL optional retirement plan are required to continue participation in this plan. Additional information regarding retirement benefits can be found on the Teachers Retirement System of Louisiana Website: www.trsl.org. Employees, who wish to retire, should notify NSBF at least (30) days in writing prior to the date of anticipated retirement. Any discrepancies between this handbook and the plan documents should be resolved in favor of the plan documents.

DISABILITY RETIREMENT

An employee who becomes disabled, and who files for disability benefits while in service, and who upon proper medical examination and certification is found to be totally disabled for any cause, shall be entitled to disability benefits under the provisions of state law, provided that the disability was incurred while the member was in active service. Upon the application of an employee or of the NBSF, any employee who is eligible to apply for disability retirement shall contact the Louisiana Teachers Retirement System to determine eligibility.

WORKERS' COMPENSATION

Employees are covered through the Louisiana Workers Compensation Insurance Program while performing his/her job responsibilities. If an injury occurs in the course of his/her official responsibilities, he/she may be eligible for compensation and reimbursement of medical bills incurred due to the injury.

NOTIFICATION OF INJURY

It is the responsibility of the employee to immediately report all injuries or accidents sustained while on the job to his/her supervisor. Notification should occur prior to seeking medical attention, unless considered a medical emergency. In this case, notice may be made by anyone on behalf of the injured employee. The employee or their supervisor must immediately notify Human Resources of any injury or accident sustained while on the job. Failure to report an injury is grounds for discipline up to and including termination.

SUPERVISOR'S RESPONSIBILITY

It is the responsibility of the supervisor to immediately notify the Human Resources Department when an employee is injured. The following is required:

- Information as to whether the employee requires medical attention.
- Whether the employee will be able to return to work, complete the First Report of Injury document and submit to the Director of Human Resources
- Conduct an accident investigation.
- Complete an investigation form and submit to the Human Resources Department within 2 days.

BENEFITS

Employees are entitled to applicable workers compensation benefits in accordance with State law. Benefits are generally paid in accordance with the following:

- Benefits do not begin until an employee has been disabled for more than one week (7 days). If the injury requires the employee to be absent for more than six (6) weeks, he/she is entitled to receive wage benefits for the first week of disability.
- Central office personnel on workers compensation are required to use sick or annual leave if available. When the workers compensation indemnity check is received by the Human Resources Department, it shall be endorsed by the employee for reaccrediting of leave. When leave is exhausted the employee shall begin to receive only the workers compensation indemnity check.
- School based personnel on workers compensation are entitled to receive his/her workers compensation benefits provided under the State workers compensation laws. The total amount of combined benefits received shall not exceed the total amount of regular salary for the employee.
- Sick leave may be used to supplement the employee's salary but only up to 100% of the employee's regular salary.
- Medical bills incurred as a result of workers compensation covered injury shall be submitted to the Human Resources Department in a timely manner. Bills are then forwarded for payment.
- In an effort to reduce expenses to the taxpayers of Louisiana and NBSF, NBSF will work to return workers who suffer a job related injury or illness back to gainful employment as soon as it is medically allowed.

Section VI: WORKING CONDITIONS

It is the policy of the NBSF to maintain an environment free from discriminatory practice, harassment (including sexual harassment) and retaliation.

SEXUAL HARRASSMENT

All forms of sexual harassment are prohibited. Any unwelcomed sexual advances, touching and contact, unwelcomed exposure, request for sexual favors, physical or verbal conduct of a sexual nature, vulgar or obscene statements or photographs, drawing, jokes, or comments are prohibited, and will not be tolerated by the NBSF. Violation of this policy shall result in disciplinary action up to and including termination

HARRASSMENT

The NBSF will not tolerate harassment of employees, discrimination against employees, or any act prohibited by law. Further no employee shall be harassed based on race, creed, sex, color, religion, natural origin, marital status, sexual orientation, mental or physical disability, or age.

Employees who feel they have been harassed shall have the right and responsibility to report the incident to the Human Resources Director or designee in the Network office. The contact number for Human Resources is 504-280-2310. The employee shall also have the right to report the incident to the supervisor's immediate supervisor if he/she be the harasser.

The Human Resource Director will investigate the reported harassment. If a violation of policy has been determined to have occurred, steps will be taken to promptly correct the situation.

The individual involved in the complaint will be notified in writing of the results of the investigation and the action taken.

Employees who engage in harassment will be subject to corrective action or termination as deemed necessary. It is the Policy of the NBSF that no employee will be subject to any retaliation for making a complaint.

DANGEROUS WEAPONS

Dangerous weapons such as firearms, knives, explosives or any object/instrument that can be used as a weapon or that may be intended or likely to produce bodily harm are prohibited in all NBSF buildings or at any school sponsored events. NBSF staff, including school staff members that violate this policy will face disciplinary action or possible termination. Parents or visitors who violate this policy will be reported to the Chief Operating Officer and the police. Students who violate this policy, will be reported to the Principal and may face suspension as per the Student Code of Conduct.

INSPECTIONS AND SEARCHES

Employees of NBSF shall agree to and cooperate with inspections by NBSF staff members when deemed necessary. NBSF employees should have no expectation of privacy when it comes to desks, lockers and other NBSF-owned items. Those items and personal property can be inspected when there is reasonable cause for concern, with or without notice.

SECURITY

Employees of the NBSF are responsible to secure and properly maintain Network property. Employees who are assigned keys, given special access or assigned job responsibilities in connection with the safety, security, or confidentiality of records, material, equipment or items of monetary or business value shall be required to use sound judgment and discretion in performing their duties, and shall be held accountable for any wrongdoing or acts of indiscretion.

PERSONAL PROPERTY ON BUSINESS PREMISES

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

TRANSPORTATION

Faculty and staff members are prohibited from transporting students in their personal vehicles. Parents and students are expected to arrange for their own transportation, unless provided for by the school using an authorized transportation vendor.

STAFF-STUDENT RELATIONS

Employees and volunteers are prohibited from being alone with any student, regardless of age or gender, behind a closed door or in any other isolated location. When a situation arises that calls for an employee to be alone with a student, it is the employee's responsibility to move to an open location, or to seat him/herself and the student where they are completely visible to passersby. Teachers and students must be visible through the doorway or door window of any classroom. It is also policy, that classroom doors remain unlocked when occupied. Employees shall maintain a professional relationship with students at all times, both inside and outside of school. Inappropriate conduct with a student at any time, including dating, other romantic involvement, or any conduct of a sexual nature is strictly prohibited. This includes any action of conduct communicated or performed in person, in writing, or electronically through such means as a telephone, cell phone, computer, social media sites other telecommunication device, and includes text messaging and instant messaging.

If at any time an employee suspects another employee of inappropriate involvement with a student, he/she shall report this information to the NBSF Chief Executive Officer or his/her designee. Any employee who is inappropriately involved with a student or who fails to inform the NBSF Chief Executive Officer or designee of a suspected inappropriate relationship between another employee and a student may be subject to disciplinary action, up to and including dismissal.

DRESS CODE

Employees of the NBSF are required and expected to report to work in appropriate professional attire at all times.

The following items of clothing are an illustrative, but not exclusive list of items that are not permitted and should not be worn:

- Shorts, Capri pants or garments that may be interpreted to be shorts
- Blue jeans, except on spirit days designated by the principal or supervisor
 - T-shirts, tube/tank tops, sweatshirts, sweatpants, exercise wear, or jogging suits
 - Leggings or Lycra
 - Sundresses or bare midriffs, halter tops
 - Garments that are too revealing or immodest -- for example, skirts too short or with slits that are too high (the top of the slit shall be considered to be the length of the garment); low neckline; etc.
- Beach thongs, shower shoes, house shoes, "cros," or athletic shoes
- Exposed undergarments
- Torn, ripped or faded clothing
- Hats or caps inside the building, bandanas

Exceptions: Administrators and supervisors shall have the discretion to determine appropriate attire for personnel in certain subjects (physical education, vocational/technical, special education, etc.) or for certain medical necessities.

Section VII: OPERATIONAL POLICIES AND PROCEDURES

AUTHORIZED USE OF EQUIPMENT

Employees are not authorized to use property belonging to NBSF for private purposes. All equipment should be utilized in the education of students and operation of the schools. Employees are responsible for property issued to them and for the care, including cleaning and maintenance of said property. Employees are not allowed to lend or allow its use by any unauthorized persons.

Theft, loss or damage of equipment should be reported immediately to the employee's supervisor. Employees may be required to reimburse the NBSF for property loss or

damage due to neglect.

USE OF CELLPHONES, IPADS, AND OTHER NOTEBOOK DEVICES

The use of cell phones or other electronic telecommunication devices is prohibited during instructional time or while on duty or in the presence of students, except in an emergency.

Cell phone use is allowed under the following guidelines:

1. During non-instructional times.
2. Out of sight of students.
3. Not in hallways, cafeteria or playground areas.
4. Phones should be set on silent.
5. Should be used only in an emergency when the employee must be contacted immediately. In such case, the principal/supervisor should be informed.
6. Phones should be out of sight at all times.

Employees are subject to disciplinary action up to and including termination for violation of this policy.

ELECTRONIC COMMUNICATIONS BETWEEN EMPLOYEES AND STUDENTS

The NBSF shall require that all communications between employees and students be appropriate and in accordance with State law. All electronic or any other communications by employees to students at any time shall be expected to be professional, acceptable in content to any reasonable person, and limited to information that is school-related or is acceptable to both student and parent.

Students are not allowed to use cell phones in school buildings. Students violating this policy shall have their phones confiscated and sent to the principal's office. Return of the phone will be determined by the principal. Student phones should be turned off while in the school building,

INAPPROPRIATE COMMUNICATIONS

Employees are expected to maintain appropriate communications with students at all times. Any improper use of communications devices, use of social media, i.e. Facebook, inappropriate text messages or inappropriate e-mail messages is prohibited. Violations of the policy may result in disciplinary action or possible termination.

In the event a staff member receives an inappropriate communication from a student or staff member, it is the responsibility of the employee to notify their immediate supervisor promptly.

Upon notification of any violation, the employee's supervisor will conduct a complete investigation. All parties involved will be notified of the result of the investigation in writing.

Violations of this may result in disciplinary action up to and including possible termination.

USE OF COMPUTERS

All computers provided by the NBSF are to be used for purposes of conducting school-related business. Use of computers for illegal, obscene, inappropriate or otherwise unauthorized purposes is strictly prohibited. Employees should have no expectation of privacy with respect to electronic mail or other information accessed by or transmitted on the school's network.

Computers used in the schools shall be used solely for instructional purposes or conducting NBSF business. Internet use to sites other than instructional is prohibited. Visits to pornographic or offensive websites are prohibited. Violation of this policy will result in disciplinary action or possible termination. NBSF provides computer and communication systems to support the business activities of New Beginning Schools Foundation. These systems may include, but is not limited to: PC's, software, telephone, voicemail and electronic mail systems, all centralized computer equipment, networks, and access to the Internet. Each user is personally responsible to ensure that these guidelines are followed. No employee of New Beginnings Schools Foundation should use any computers or communications systems for any non-school related business. All data in the computer and communication systems (including, but not limited to, documents, and other electronic files, email and recorded voicemail messages) is the property of New Beginnings Schools Foundation. NBSF may inspect and monitor such data at any time. New Beginnings Schools Foundation may also monitor usage of the Internet by employees, including reviewing a list of sites accessed by an individual. No individual should have any expectation of privacy for electronic communications or account information in the system at New Beginnings Schools Foundation, including, but not limited to, documents, emails or messages marked "private," which may be inaccessible to most users but remain available to New Beginnings Schools Foundation.

The deletion of a document or message may not prevent New Beginnings Schools Foundation from having access to the item or completely eliminate the item from the system. Likewise, no individual should have any expectation of privacy in terms of his or her usage of the Internet. In addition, New Beginnings Schools Foundation may restrict access to certain sites that it deems are not necessary for business purposes. The New Beginnings Schools Foundation computer and communication systems may not be used to create, transmit, access, receive, print, download or solicit material that is illegal, unauthorized, inappropriate, derogatory, obscene, sexually explicit or offensive, such as slurs, epithets, or anything that may be construed as harassment or disparagement based on race, color, national origin, citizenship, sex, sexual orientation, disability, age or religious or political beliefs. For example, the display or transmission of sexually explicit images, messages, jokes and cartoons is not allowed. Similarly, the computer or telephone systems may not be used to lobby, solicit or proselytize others for commercial purposes, causes, outside organizations, chain messages or other non-job related purposes. Likewise, employees should not download or disseminate copyrighted material, load or execute unlicensed software on the computers or conduct any other activity in violation

of applicable law or regulations. Employees are prohibited from intentionally disrupting the network, destructing or altering information, unauthorized interference with private information, and provision of access to unauthorized persons.

Employees assume all risks associated with using the network, including indemnification of the school if it is sued for damage caused by the employee's actions on or through the network. Employees should notify their immediate supervisor, or any member of management upon learning of violations of this policy.

Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment. New Beginnings Schools Foundation has no duty to inform any employee of changes to this policy.

SOCIAL MEDIA: BLOGS, WEBPAGES, AND SOCIAL NETWORKING SITES

Network loyalty and confidentiality are important, therefore Network employees are encouraged to use caution when making statements that will impair the working relationships, interfere with the performance of duties and negatively affect the public perception of the Network. Confidential or non-public Network information shall not be posted, transmitted or disseminated without written permission by the CEO or his designee. Because communications to the public that undermine confidence in individual New Beginnings Schools Foundations' staff members may make it more difficult to manage and motivate students, faculty should not use blogs, web pages or social networking sites to present information about themselves, colleagues or students that may impact the reputation of New Beginnings Schools Foundation or that may open anyone associated with New Beginnings Schools Foundation to criticism. Pictures or descriptions of conduct that would subject a teacher to school discipline could be detrimental to that teacher's status as an educator and could negatively impact the academic process of New Beginnings Schools Foundations. Staff members should also consider carefully the impact on New Beginnings Schools Foundation of information presented on a personal blog, website, or social networking site. Although maintaining the blog/website is private conduct, information connecting the writer with New Beginnings Schools Foundation may impact on the writer's own status among colleagues, may be hurtful to colleagues, may be misconstrued by parents, and may become a subject of gossip among students. To the extent that such "blogging" or use of a web site or social networking site impairs a staff member's ability to command respect among colleagues, students and parents it interferes with New Beginnings Schools Foundation's educational mission and must be avoided. Violation of any of these guidelines may result in discipline up to and including termination.

NBSF's logo should not be used without permission. Further, the employee should make it clear that the opinions expressed by the employee are not the opinions of the Network.

This section is not intended to violate any employees' rights under the NLRA.

SECURITY

Employees who have computers in their charge shall be responsible for the security of those computers in terms of both hardware and software. Computers must be secured so that students acting without the consent or supervision of a teacher or administrator

cannot enter the system or the Internet. Employees may be financially responsible, to the extent allowed by law, for loss, theft, or damage to assigned instructional resources if proper security measures have not been taken pursuant to the Technology Entrustee form and offer letter of employment.

PURCHASING

Staff members must follow the Procurement Policy set forth below as well as the New Beginnings Schools Foundation Financial and Accounting Policies, set forth after the Procurement Policy: Purchase Requests:

All purchase requests must be pre-approved. Requests should be submitted in writing, even if a verbal request is also made. Once written approval is received, the staff member may submit a purchase request on the appropriate finance form.

Getting Reimbursed:

1. Remember to get an itemized receipt. EVERY EXPENSE NEEDS A RECEIPT. The following items are not sufficient documentation: packing slips, online shopping cart print outs, and other items that do not state the amount of the purchase and confirm that the purchase was made. Original receipts, a copy of the receipts, a packing slip for shipped goods, should be stapled to the reimbursement form. Multiple receipts from multiple vendors may be attached to a single Reimbursement Request form. Please keep a copy of the receipt and the reimbursement form for your records. This will protect staff members in case paperwork is misplaced at any point during the process.

2. Fill out a Reimbursement Request Form. Forms are available from the Finance Department. When describing the purchase on the form, staff members should complete the form thoroughly, including the description line, and avoid use of the term “miscellaneous.” The person submitting the form must sign the reimbursement form. Reimbursement Forms should be submitted within one week of purchase, after obtaining school leader or manager approval. Please note: New Beginnings Schools Foundation does not distribute petty cash or cash advances. If a vendor will accept a check, staff members may also request a check (using the Check Request form) for the vendor in advance and thus avoid making an out of pocket purchase, after obtaining school leader or manager approval.

BUDGET AND EXPENSE POLICIES AND PROCEDURES

It is the policy of New Beginnings Schools to reimburse individuals for necessary and reasonable travel and business expenses incurred while conducting official NBSF business. As good stewards of our money, this policy has been created to ensure sound business practices along with timely and accurate reporting of travel and business expenses. Please direct any questions regarding this policy to the Finance Department.

WHISTLEBLOWING

Should any staff member know or have a reasonable belief that persons associated with NBSF plan to engage or have engaged in illegal or unethical conduct in connection with the finances or other aspect of NBSF’s operations, that person should immediately file a Complaint with the President of the Board of Directors. Staff members may submit Complaints on a confidential, anonymous basis. If the Complaint concerns the President

or the complainant is not comfortable reporting to the President, then the complainant should notify the Board of Directors instead. There will be no punishment or other retaliation for filing a Complaint in good faith, or otherwise participating or assisting in a proceeding filed or about to be filed regarding any Complaint. An individual who deliberately or maliciously provides false information may be subject to disciplinary action.

Louisiana law protects public employees who report information which they reasonably believe is a violation of any provision of law, or any other acts of impropriety related to the scope or duties of public employment, to their agency heads, the Louisiana Board of Ethics, or any person or entity of competent authority or jurisdiction. Any public employee who reports a potential violation shall be free from discipline or reprisal from his employer. This law (R.S. 42:1169) is enforced by the Louisiana Board of Ethics.

CHILD ABUSE REPORTING

All employees are mandatory reporters and have an obligation to report suspected child abuse and/or neglect. The NBSF will report all instances of child abuse and/or neglect in accordance with appropriate State and local laws and regulations. Therefore, the NBSF directs that all school personnel be informed of their responsibilities under law as mandatory reporters when performing their occupational duties.

DEFINITIONS

Child abuse is defined as the non-accidental physical, sexual or emotional injuring of a child less than eighteen (18) years of age.

Abuse means any one of the following acts which seriously endangers the physical, mental, or emotional health of the child:

- (a) The attempted act of physical or mental injury upon the child by a parent or any other person.
- (b) Failure to fulfill a child's physical and/or emotional needs or the exploitation of a child by the parent or any other person.
- (c) Exposure to or the involvement of the child in any sexual act with a parent or any other person. The parent or caretaker's allowance of the child's sexual involvement with any other person or the child's involvement in pornographic displays, or any other involvement of a child in sexual activity constituting a crime under the laws of this State.
- (d) Neglect or willful failure to provide the child with necessary food, clothing, shelter, care or treatment.

A mandatory reporter is any person who provides training and supervision of a child, including any one of the following individuals performing their occupational duties: teacher, teacher's aide, instructional aide, school principal, school staff member and Social Worker.

An employee who reasonably suspects that a child is being abused or neglected must report their suspicions immediately.

PROCEDURE FOR REPORTING CHILD ABUSE/NEGLECT

1. Report made to the Office of Child Services or the Child Abuse Unit of the New Orleans Police Department.
2. A verbal notification made to the Principal or Assistant Principal immediately of the suspected abuse immediately and that a report has been made.
3. The Principal shall verbally notify the CEO of the suspected abuse immediately.
4. A written report submitted to the Principal within 48 hours (2 days).

The report shall contain the following information, if known:

- a) The name, address, age, sex, and race of the child.
- b) The nature, extent, and cause of the child's injuries or endangered condition, including any previous known or suspected abuse to this child or the child's siblings.
- c) The name and address of the child's parent(s) or other caretaker.
- d) The names and all the ages of all other members of the child's household.
- e) The name and address of the reporter.
- f) An account of how this child came to the reporter's attention.
- g) Any explanation of the cause of the child's injury or condition offered by the child, the caretaker, or any other person.
- h) The number of times the reporter has filed a report on the child or the child's siblings.
- i) Any other information which the reporter believes might be important or relevant.
- j) The report shall also name the person or persons who are believed to have caused or contributed to the child's condition, if known, and the report shall contain the name of such person if he/she is named by the child.

ALLEGATION AGAINST SCHOOL EMPLOYEES OR VOLUNTEERS

Corporal punishment is strictly forbidden. This includes any type of spanking, slapping, pinching, hitting or physical force used to correct student behavior. The Principal shall notify the Human Resource Department of any impermissible corporal punishment and initiate an investigation to determine the validity of the allegation. If the offender is a central office employee, or principal, the immediate supervisor shall initiate an investigation through the same process. Until the matter is resolved, the person named in the allegation shall be removed from all activities involving direct contact with the student.

ALLEGATIONS OF SEXUAL OFFENSES

Any employee who receives information from a student concerning the possible commission of a sexual offense shall immediately inform the NBSF Chief Executive Officer and/or his/her designee. The NBSF Chief Executive Officer shall be required to notify the local law enforcement agency of any allegation made by a student of the commission of a sexual offense. Notification shall be made by the NBSF Chief Executive Officer or his/her designee within twenty-four (24) hours of the time of the student's notification.

CONFIDENTIALITY

The circumstances and information of the initial report, the fact that a report was made to an agency, and the written report shall be held in confidence and shall not be disseminated to third parties other than those persons or agencies designated by this policy or required by state law. Any written report or other written information regarding the report shall be kept in a confidential file separate from the child's routine school records and accessible only by the principal/designee/supervisory employee or by court order.

IMMUNITY FROM LIABILITY

Any person who in good faith makes a report, cooperates in any investigation arising as a result of such report, or participates in judicial proceedings authorized under the Louisiana Children's Code shall have immunity from civil or criminal liability that otherwise might be incurred or imposed. This immunity however, does not extend to (1) a person who participates in or conspires with a participant or an accessory to an offense involving the abuse or neglect of a child; (2) any person who makes a report known to be false or with reckless disregard for the truth of the report.

LIABILITY

The Louisiana Children's Code and Louisiana criminal law provide substantial penalties for mandatory reporters who fail to report facts which would support a reasonable belief that child abuse or neglect has occurred. Additionally, educators or other employees of the NBSF who fail or refuse to report child abuse/neglect as provided by law or by this policy may be subject to disciplinary and/or dismissal proceedings for neglect of duty.

EMPLOYEE HANDBOOK - ACKNOWLEDGEMENT OF RECEIPT

I hereby acknowledge that I have been notified that a copy of New Beginnings Schools Foundation employee handbook (“handbook”) is located on the New Beginnings Schools Foundation website in the Employee Information section. I understand that it is my responsibility to read the handbook and adhere to the policies and practices described within it. I understand that this handbook replaces any and all prior handbooks, policies and practices of the Network.

If I have any questions concerning the information, application or interpretation of the policies or procedures in the handbook, I will bring them to the attention of a school leader or human resources. Human resources can be contacted at 504-280-2310. I have read and understand New Beginnings Schools Foundations’ non-discrimination policies and non-harassment policies, agree to comply with these policies, and understand the mechanisms in place for the reporting of incidents of workplace discrimination, harassment and retaliation. I understand that New Beginnings Schools Foundation does not tolerate discrimination, harassment or retaliation of any type, including but not limited to sexual harassment. I certify that I understand that if I violate these or other policies, I may be subject to discipline up to and including termination.

I have read and agree to abide by New Beginnings Schools Foundations’ policy regarding a drug and alcohol free workplace and policies regarding confidentiality and use of company property. I understand that New Beginnings Schools Foundation reserves the right to change, modify, revoke, suspend, or terminate any of the policies at any time. I further understand that the statements contained in the handbook constitute guidelines only, and are not a contract between New Beginnings Schools Foundation and any of its staff members. No representative of New Beginnings Schools Foundation has any authority to enter into or authorize any agreement, contract, or guarantee of employment either verbally or in writing, whether express or implied, with the sole exception of a written agreement setting forth a definite term of employment signed by the Chief Executive Officer. I understand that New Beginnings Schools Foundation abides by an employment **“at-will”** policy and that, absent a written agreement setting forth a definite term of employment, both New Beginnings Schools Foundations and its staff members reserve the right to terminate the employment relationship at any time, with or without cause or notice, for any reason not otherwise prohibited by law.

STAFF MEMBER’S NAME (printed): _____

STAFF MEMBER’S SIGNATURE: _____

DATE: _____