

475 SCHOOL ST. SW WASHINGTON, DC 20024 Dr. Marco Clark, Founder & Chief Executive Officer Mr. Derwin Ross, Chairman of the Board of Trustees 475 SCHOOL ST. SW WASHINGTON, DC 20024 Dr. Marco Clark, Founder & Chief Executive Officer Mr. Derwin Ross, Chairman of the Board of Trustees



The mission of Richard Wright Schools is to transform students in grades 8-12 into well-versed media contributors by providing a student-centered environment that connects them to the classics and modern languages and a curriculum focused on strong writing skills and vocabulary.

"REWRITING THE FUTURE, ONE STUDENT AT A TIME"



# TABLE OF CONTENTS



# FROM THE CEO



Greetings Faculty & Staff,

On behalf of Richard Wright School's Board of Trustees, I welcome each of you as a new member of our family. We believe that each employee contributes directly to the growth and success of Richard Wright Schools and its students.

This letter also greets you with genuine excitement about the upcoming school year, which is filled with enormous possibilities. The Executive Leadership Team and some courageous staff members have done an exceptional job preparing for you and our students. We are confident that we have made the correct choices in selecting a solid faculty that is ready, committed, and determined to serve children, parents, and the community.

Again, we are very excited, enthusiastic, and ready to fulfill the dream, promise, and duty to serve the students and families of Richard Wright Schools.

Sincerely,

Dr. Marco Clark

Dr. Warco Clark

Founder & Chief Executive Officer Richard Wright Schools



# INTRODUCTION & PURPOSE OF THE HANDBOOK

We are glad that you have chosen Richard Wright Schools as your employer. We would like to thank you in advance for the positive change you will make in the lives of children in Washington, D.C.

As employees, you are entitled to a broad range of benefits Richard Wright Schools provides. This Employee Handbook has been prepared to answer some of your questions, define the benefits you are entitled to, and allow you to be more knowledgeable of personnel policies. Please be aware that Richard Wright Schools may develop other guidelines to assist you, and those guidelines may not be specifically stated and/or included in this handbook.

Richard Wright Schools policies and procedures in this handbook are neither an at-will contract nor a term of an employment contract. Nothing in this handbook is intended to create or imply any contract rights. Please keep this handbook as a reference guide. If you need additional information after reading it, feel free to meet with the Chief Executive Officer, the Chief Operating Officer, or the Human Resources Specialist. The Board of Trustees and the Chief Executive Officer for Richard Wright Schools have all authority to change or modify the contents of the handbook at any time without prior notice to employees.

Once again, thank you for your efforts in educating the District of Columbia's most precious gem – its children.

Sincerely,

Alisha Roberts

#### Alisha Roberts

Chief Operating Officer Richard Wright Schools



# OUR MISSION

The mission of Richard Wright Schools is to transform students in grades 8-12 into well-versed media contributors by providing a student-centered environment that connects them to the classics and modern languages and a curriculum focused on strong writing skills and vocabulary.

# OUR PHILOSOPHY

We believe in the following core values, which are to be instilled by the administration and staff and demonstrated by students on a daily basis:

- Self-discipline
- Academic rigor
- Moral conviction
- Self-respect
- Positive energy



#### **EQUAL EMPLOYMENT OPPORTUNITY**

Richard Wright Schools is an equal opportunity employer. Under the laws enforced by the Equal Employment Opportunity Commission (EEOC), Richard Wright Schools does not discriminate against someone (applicant or employee) because of that person's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information.

#### WORKING AND COMPENSATION

### **Employment on an At-Will Basis**

All employees are employed on an at-will basis. This means that each employee's employment is terminable at the will of the employee or Richard Wright Schools at any time, with or without cause and with or without notice. Furthermore, nothing contained in the policies, procedures, handbooks, manuals, job descriptions, application for employment, or any other document of the School shall in any way create an express or implied contract of employment or an employment relationship other than an at-will basis.

#### **Employment Verification**

As per The National Child Protection Act of 1993, Pub. L. 103-209 -- Dec. 20, 1993, and the National Child Protection Act Amendment, all Richard Wright Schools employees must submit to a background check.

All employees must prove authorization to work in the United States.

#### **Pay Period and Payday**

Richard Wright Schools employees are paid every other Friday on a biweekly pay period basis. If a payday falls on a holiday, employees will receive their paycheck on the business day before. The pay period begins on Monday and ends on the following second Sunday.

All employees of Richard Wright Schools <u>must</u> enroll in direct deposit for receipt of salary payments.

#### **Cash Advancements**

Richard Wright Schools will not advance salary payments to any staff members for any reason.

#### The Fair Labor Standards Act

The Fair Labor Standards Act (FLSA) (the federal wage and hour law that includes provisions for minimum wage, overtime pay, and restrictions on child labor) established a need for

employers to classify employees as either non-exempt or exempt. The following information explains how Richard Wright Schools manages non-exempt and exempt employees:

#### Exempt Employees

Exempt employees do not track, earn, or receive overtime compensation for extra hours worked. These employees are paid a salary for performing the whole job, not for actual hours worked. The CEO may offer flexible working hours when exempt employees work an excessive number of hours.

#### Non-Exempt Employees

Non-exempt employees are paid on an hourly basis and must receive overtime compensation or compensatory time off for hours worked in excess of 40 hours per work week. Every non-exempt employee is required to fill out a Bi-Weekly Time Sheet.

Non-exempt employees working 8-hour days may have two 15-minute paid breaks per day, one in the morning and one in the afternoon. Rest periods are not cumulative and are forfeited if they are not taken.

#### **Recording Hours Worked**

All hourly employees are required to sign a Bi-Weekly time sheet. On your timesheet, you must correctly record hours for each day worked. Richard Wright Schools will provide you with a timesheet for reporting your hours. Only you are authorized to record your own time. Completed timesheets are the responsibility of the employee. Failure to turn in completed timesheets by established deadlines may delay your paycheck

All salaried and hourly employees must sign in and out daily when entering and leaving the building each day. These daily records of hours worked will be used to verify hourly timesheets for hourly employees and ensure all employees arrive and leave at their scheduled times. Failure to sign in may result in discipline up to and including termination.

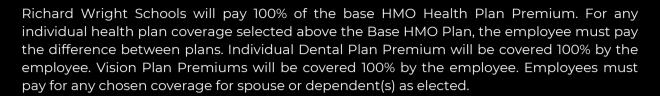
#### **Maintaining Personnel Records**

Employees are responsible for providing current information regarding your address, telephone number, insurance beneficiaries, change in dependents, marital status, etc. Changes in exemptions for tax purposes will only be made upon the receipt of a completed W-4 form. Employee records are kept confidential. Employee personnel files are the property of the School and do not belong to the employee. Upon request, the School will provide employees with copies of transcripts, performance evaluations, and other performance-related documents received or submitted.

#### **BENEFITS**

#### **Group Health Care**

Group health care provided by Kaiser Permanente is available to all full-time employees working at least 30 hours per week. Both initial enrollment and all enrollment changes must occur within 30 days of hire, within 30 days of a Qualifying Event (marriage, birth of a child, loss of a dependent's job, etc.), or during the open enrollment period. Failure to enroll within these 30 days or open enrollment will cause the employee to have to wait until the next open enrollment period to begin or change coverage.



As stated above, an employee cannot make any changes until open enrollment season unless the employee's family status changes or you become eligible for a special enrollment because of a qualifying event. Qualifying events include marriage, divorce, death of a spouse or child, birth or adoption of a child, or termination of employment of your spouse. A change in election due to a change in family status is effective on the day of enrollment. An employee has a 30-day window after the qualifying event occurs to make the changes to his or her coverage. After that, an employee must wait until the next open enrollment period.

All insurance deductions for individuals and dependents are made through payroll deductions each payroll and are tax-sheltered. For plan and premium information, please see the Chief Operating Officer.

#### Life Insurance

All employees working at least 17.5 hours a week are covered under Richard Wright School's Life Insurance Plan. Eligible employees will receive a one-time base annual earnings to a maximum of \$100,000 group term life insurance, which is paid for by Richard Wright Schools. Employees should see the Human Resource Officer to assign their life insurance beneficiaries.

# **Short and Long Term Disability**

All employees working at least 17.5 hours a week are covered under Richard Wright Schools' short-term and long-term insurance coverage. Disability benefits provide participants with income protection in the event they are disabled while an employee of the school. Employees should notify Human Resources immediately when available if the need to utilize their disability coverage occurs. See the Human Resource Officer for more information on your disability benefits.

#### **Pension Plan**

Richard Wright Schools provides eligible employees with a 403(b) Qualified Retirement facilitated by Vanguard, which is an excellent means of long-term savings for your retirement. The School's contribution, if any, is determined by the employer on an annual basis.

Under the current matching contributions schedule, Richard Wright Schools matches your base compensation based on the amount of your pre-tax deferral up to certain limits. Currently, Richard Wright Schools provides an employee match of up to 3% of an employee's salary. Employees are eligible to receive the match on their date of hire.

Under the current matching contributions schedule, Richard Wright Schools matches your base compensation based on the amount of your pre-tax deferral up to certain limits. Currently, Richard Wright Schools provides an employee match of up to 3% of an employee's salary. Employees are eligible to receive the match on their date of hire.

Employer matching contributions are subject to the following vesting schedule:

After 1 year, employees are 60% vested;

After 2 years, employees are 70% vested;

After 3 years, employees are 80% vested;

After 4 years, employees are 90% vested;

After 5 years, employees are 100% vested.

You may obtain a copy of the Summary Plan Description, which contains the details of the plan, including eligibility and benefit provisions, from the Human Resource Department.

Employees who formerly worked for the District of Columbia Public Schools (DCPS) may be eligible to continue participating in the D.C. Teacher Retirement Fund. If you are a former DCPS employee and have not informed Richard Wright Schools of your previous employment with DCPS, please do so immediately.

#### **COBRA**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end for up to eighteen (18) months.

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

#### **LEAVE FROM WORK**

#### Personal, Vacation, and Sick Leave

# Teaching Staff

All full-time teaching staff will automatically receive two personal days to use at their discretion but subject to the approval of the Chief of Staff. Sick leave will be accrued to equate to ten days maximum for the school year.

### Administration and Non-Teaching Staff

All full-time, year-round non-teaching staff will receive four personal days and 80 hours of vacation. Sick leave will be accrued to equate to twelve days maximum for a calendar year. Your holiday calendar will be different from that of the students. The CEO/Head of School may elect to give abbreviated workdays while students are away for holidays, but in general you will be expected to take vacation days if you wish to miss scheduled workdays. All requests for leave must be approved by the Chief of Staff.

# Accrual Personal/Sick Leave

For Administration and Non-Teaching Staff, the remaining vacation leave will roll over to sick leave each year. For all employees, sick leave can be accrued to a maximum of 128 hours.

Employees will **NOT** be paid for remaining accrued Personal/Sick Leave upon separation. Employees may not request leave on days prior to a paid holiday or the day after a paid holiday. Not reporting to work on the day before or after a paid holiday will result in loss of pay, dock of leave, and disciplinary action up to and including termination.

#### **Bereavement Leave**

All employees needing to take time off because of the death of an immediate family member must notify their supervisor immediately. Paid or unpaid time off will be granted to allow employees to make any necessary arrangements and attend the funeral. Immediate family includes the employee's spouse/ domestic partner/ civil union partner, parent, child, sibling, the employee's child's spouse, parent-in-law, brother and sister-in-law, grandparents and grandchildren, and other relatives residing in the employee's household.

#### **Civil Leave**

District Columbia law requires employers to provide employees with leave to respond to a jury summons and serve on a jury. No provision of the law requires that the jury duty leave be paid. The law also prohibits an employer from terminating, disciplining, threatening, or otherwise coercing an employee because the employee receives or responds to a summons or serves on a jury.

All full- and part-time employees, excluding temporary employees, may perform their civil duty utilizing paid leave.

Non-exempt employees may be provided time off with pay for up to one week with provided documentation.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

When called for jury duty, the employee must notify the Head of School and provide subsequent notification of jury duty-related absences. At the conclusion of your Civil Service, the Jury Summons and other supporting documentation must be provided to Human Resources.

#### **Voting Leave**

Richard Wright Schools believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide him or her four consecutive hours to vote while polls are open will be granted up to two paid hours off in order to vote. Any additional time off will be without pay. We reserve the right to select the hours you are excused to vote.

Notify your supervisor of the need for voting leave two to ten days before the election. When you return from voting leave, you must present a voter's receipt to your supervisor as soon as possible.

#### Parental Involvement in Schools Leave

Richard Wright Schools extends to any employee who is a parent, guardian, or person in loco parentis up to 24 hours of unpaid leave during a 12-month period to participate in a child's school-related events. "Parent" includes individuals who act as guardians regardless of legal title and aunts, uncles, grandparents, and their spouses. "School-related events," including concerts, sporting events, and meetings with teachers or counselors – as long as the child is directly participating. The employer can deny the leave if it disrupts business and makes production or service delivery unusually difficult. (D.C. Stat. § 32-1202, effective Aug. 1998). Employees may opt to use Personal/Vacation Leave to attend stated school events.

#### **Military Leave**

Richard Wright Schools will take all necessary steps to comply with all applicable laws, including the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), to retain your right to reemployment with Richard Wright Schools upon your return from service.

A military leave of absence will be granted to employees absent from work because of service in the US uniformed services per USERRA. Advance notice of military service is required unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Leave under USERRA is unpaid leave. The employee may, at his/her discretion, take available personal and vacation leave concurrently with USERRA leave.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of other applicable plans for which the employee is otherwise eligible. Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the unpaid leave and will resume upon the employee's return to active employment.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one, depending on the length of military service in accordance with USERRA.

# **Holidays**

Paid holidays are granted in accordance with the Office of the State Superintendent of District of Columbia Public Schools and the District of Columbia Public Charter School Board.

Richard Wright Schools will observe the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day (4th of July)
Labor Day
Indigenous Peoples Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

In the event that one of these holidays falls on a weekend, Richard Wright Schools will observe the holiday on the Friday preceding or Monday following the actual holiday, depending on the circumstances. The school calendar, issued each year, gives the dates on which the paid holidays shall be observed, as well as other paid non-working days. These are not paid holidays for non-exempt employees. Eligible employees receive a paid holiday only if the holiday falls on a day they are normally scheduled to work.

All employees must work their scheduled work days before and after the holiday in order to be paid for the holiday. This ensures a minimum of disruption for both students and other employees. Leave requests for such days will not be approved.

#### **Religious Holidays**

Requests for leave for religious observances should be submitted at least two weeks prior to the proposed absence. The employee will be responsible for making accommodations for their time away from work. Planned absences for such requests may be taken as either paid vacation leave, if applicable, as time off without pay, or with equivalent time worked at a time and manner agreed upon by the employee and CEO.

#### **FMLA**

The Family and Medical Leave Act (FMLA) entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Employee that is absent from work for three or more consecutive days due to either personal or family reasons must complete the (FMLA) Federal Medical Leave Act documentation with the Human Resources department. It is Employee's responsibility to contact the Human Resources to request this documentation.

#### **DC FMLA**

DC FMLA will grant up to 16 weeks of medical or family care leave during a 24-month period to entitled employees that work within the District of Columbia. The employee must be employed by the same employer for one (1) year without a break in service. In addition, he/she must have worked at least 1,000 hours during the 12-month period immediately before the date when the leave is due to commence.



# **Eligibility**

The minimum years of service, qualifying event (covered reason for taking leave), and maximum entitlement eligibility requirements must be met in order to qualify for FMLA. Please note that the minimum requirements and the maximum allowable length of absence differ under Federal FMLA and DC FMLA.

- The birth of a son or daughter of the employee to care for such son or daughter, if completed within twelve months of the child's birth;
- The placement of a son or daughter with the employee for adoption or foster care if completed within twelve months of the placement;
- The care of a family member of the employee who has a serious health condition. The term "family member" is more expansive under the DC FMLA and includes a person to whom the employee is related to by blood, legal custody, or marriage; a child who lives with an employee and for whom the employee permanently assumes and discharges parental responsibility; or a person with whom the employee shares or has shared, within the last year, a mutual residence and with whom the employee maintains a committed relationship.

Employees ordinarily must provide 30 days advance notice when the leave is "foreseeable." The School may require medical certification to support a request for leave because of a serious health condition, and may require a second or third opinion and a fitness for duty report to return to work. Taking of leave may be delayed if the requirements are not met. For the duration of FMLA, the School will maintain the employee's health coverage under the group health plan, though the employee will be responsible for his or her portion of coverage normally taken out of his or her paycheck. Upon return from FMLA leave, employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Before an employee returns to work from FMLA leave for his or her own serious health condition, the employee will be required to submit a fitness-for-duty certification from his or her health care provider with respect to the condition for which the leave was taken, stating that the employee is able to perform the essential functions of his or her job. FMLA leave or return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner. Also, a failure to provide requested documentation of the reason for an absence from work may lead to termination of employment.

Before an employee returns to work from FMLA leave for his or her own serious health condition, the employee will be required to submit a fitness-for-duty certification from his or her health care provider with respect to the condition for which the leave was taken, stating that the employee is able to perform the essential functions of his or her job. FMLA leave or return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner. Also, a failure to provide requested documentation of the reason for an absence from work may lead to termination of employment.

#### **Qualifying Exigency FMLA Leave**

An employee may be entitled to Qualifying Exigency FMLA leave if the employee's spouse, child, or parent is in the National Guard, is a Reservist, or is retired military and is called to active duty, or has been notified of an impending call or order to active duty in support of a contingency operation as defined by federal law.

#### **Use of Paid and Unpaid Leave**

If an employee has accrued paid leave he or she must substitute any qualifying paid leave for unpaid FMLA leave first. Substituted paid leave will run concurrently with unpaid FMLA leave. "Qualifying paid leave" is leave that would otherwise be available to an employee for the purpose for which FMLA leave is taken. This includes leave for disability or workers' compensation injury/illness, provided that the leave meets FMLA requirements. The substitution of paid leave for unpaid leave does not extend the 12-work week period. During the period that an employee takes a leave of absence, including FMLA, he or she is not eligible to accrue paid time off benefits.

# DC Paid Family Leave

The mission of the Office of Paid Family Leave (OPFL) is to plan, develop, and administer a paid leave program for the District of Columbia under the provisions of the Universal Paid Leave Amendment Act of 2016.

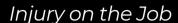
On July 1, 2020, the District of Columbia began administering paid leave benefits. DC workers can now apply for paid family leave. As of October 1, 2022, the Paid Leave Act provides up to:

- 2 weeks to care for your pregnancy
- 12 weeks to bond with a new child
- 12 weeks to care for a family member with a serious health condition
- 12 weeks to care for your own serious health condition

For inquiries regarding the Paid Family Leave program, please contact the Office of Paid Family Leave at does.opfl@dc.gov or visit our website dcpaidfamilyleave.dc.gov

### **Return-To-Work Policy**

Richard Wright School's Policy's purpose is to return workers to employment at the earliest date following any injury or illness. We desire to speed recovery from injury or illness and reduce insurance costs. This policy applies to all workers and will be followed whenever appropriate. Richard Wright Schools defines "transitional" work as temporary modified work assignments within the worker's physical abilities, knowledge, and skills. Where feasible, transitional positions will be made available to injured employees in order to minimize or eliminate time loss.



For any business/school-related reason, at any time, we may elect to change the working shift of any employee based on the business and school needs of Richard Wright Schools. The physical requirements of transitional/temporary work will be provided to the attending physician. Transitional/temporary positions are then developed with consideration of the worker's physical abilities, the business/school needs of Richard Wright Schools, and the availability of transitional work. If you have a work-related injury and are missing time from work, contact our Human Resources for details regarding time loss.

### Transitional temporary work assignment

Richard Wright Schools will determine appropriate work hours, shifts, duration, and locations of all work assignments. Richard Wright Schools reserves the right to determine the availability, appropriateness, and continuation of all transitional assignments and job offers.

#### Communication

It is the responsibility of the worker and/or supervisor to immediately notify Human Resources of any changes concerning a transitional/temporary work assignment. Human Resources will then communicate with the Head of School, insurance carrier, and attending physician as applicable.

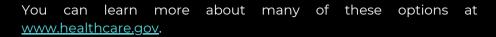
This policy is not designed as a substitute for reasonable accommodation under any applicable federal or state laws, such as Americans with Disabilities Act, The Rehabilitation Act of 1973, or other applicable laws. To preserve the ability to meet company needs under changing conditions, this company reserves the right to revoke, change, or supplement guidelines at any time with written notice. The policies and procedures in this return-towork program are not intended to be contractual commitments and they shall not be construed as such by our employees. This policy is not intended as a guarantee of continuity of benefits or rights. No permanent employment for any term is intended or can be implied by this policy.

#### **Leave and Reinstatement Rights**

Employees are entitled to continue their health insurance while on leave at the same cost

they must pay while working. Although FMLA leave is unpaid, employees may be allowed (or required) to use their accrued paid leave during FMLA leave.

When an employee's FMLA leave ends, the employee is entitled to be reinstated to the same or an equivalent position, with a few exceptions.



#### Leave of Absence

Employees may be granted a one-year leave of absence for personal illness, professional study, family responsibilities involving illness, or approved special assignments. A discretionary leave of absence is absence without pay, authorized in advance, for 30 or more calendar days, and for up to one year. The period of leave cannot exceed one year. At that point, the employee must either return to work or be terminated. Requests for Leave of Absence will be evaluated based on workload, requirements, and staffing considerations for the proposed period of absence. All leave of absence must be approved by the CEO/Head of School.

Should an employee fail to return to work at the end of this approved leave of absence, his/her employment shall be considered terminated. Employees on a one-year leave of absence are not assured they will return to the same assignment. However, the organization will attempt to make a comparable assignment. Granting a one-year leave of absence to any employee requires Board approval. Employees on leave of absence will be subject to layoff on the same basis as employees actively at work. Employees who falsify the reason for their leave of absence will be subject to disciplinary action, up to and including possible termination.

Benefits are offered for the benefit of Richard Wright Schools employees. Specific benefits and plans, as well as Richard Wright Schools' subsidy, may be changed at any time without notice.

### **Workers' Compensation**

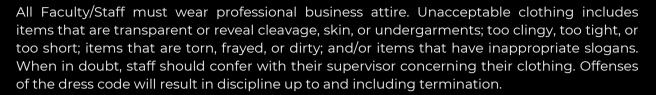
On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to the Human Resource Officer. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

#### **HOUSE RULES**

### **Dress Code Policy**

Richard Wright Schools maintains a professional attire working environment. On Monday or

on the first work day of the week, all staff must wear the Richard Wright Schools Uniform, including the school's blazer, tie, black pants, and white shirt. On Tuesday or the second work day of the week, all male employees are expected to wear slacks, a dress shirt, a tie, and a blazer. On Tuesday or the second work day of the week, all female employees are expected to wear business-appropriate outfits. On Fridays, employees can wear business attire or the Richard Wright Schools uniform shirt with black pants. Jeans, sweatpants, ripped pants, leggings, or shorts are not permitted.



All Richard Wright Schools staff members are expected to present a professional, businesslike image from head to toe in front of students, parents, visitors, vendors, and guests at the school and at school events.

#### **Lost/Stolen Property**

Richard Wright Schools is not responsible for any personal items that are lost or stolen on campus. We advise staff to properly secure personal items and place such items in secure locations, such as the locked cabinets in each classroom. Do not leave personal items unattended on the desk. All personal items brought onto the School property are subject to inspection.

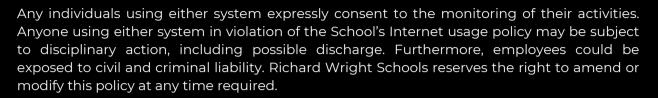
# **Information Technology**

This policy aims to protect the school's network and technical resources. The School provides its network in support of its educational mission. Use of the network is a privilege. As such, each patron must use these services appropriately and in compliance with all School, City, County, State, and Federal regulations. In addition to the School Computer and Internet Usage Policy, these policies are not all-inclusive and may be modified at any time. Any employee who violates this policy may be subject to disciplinary action up to and including discharge.

All Richard Wright Schools employees are provided with laptops, emails, and network accounts. All employees are expected to take care of all equipment and supplies provided to them. You are responsible for maintaining this material in proper working condition and promptly reporting any unsafe or improper functioning to your supervisor. Neglect, theft, and/or destruction of the School's materials are grounds for disciplinary action, including replacement and/or termination fees. School system computers, networks, and access are supplied to support Richard Wright Schools' mission only. Use of electronic resources (hardware and software) must be in support of assigned responsibilities. All electronic, telephonic, and communications transmitted by, received from, or stored in these systems are the property of Richard Wright Schools. Users of such systems shall have no expectation of privacy.

#### **Computer and Internet Usage Policy**

In regard to access to the Internet and the Richard Wright Schools's private Intranet, certain employees may be provided with access to the Internet to assist them in performing their jobs. The Internet can be a valuable source of information and research. However, Internet use must be tempered with common sense and good judgment. The School's Intranet is a private information system of the School, and its intended use is strictly for business purposes.



Richard Wright Schools is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. Even innocuous search requests may lead to sites with highly offensive content.

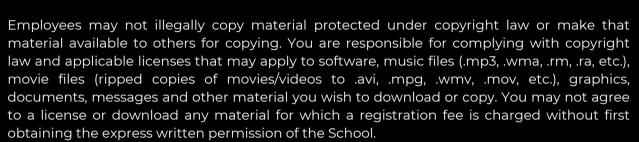
Employees must not deliberately perform acts unrelated to legitimate business interests that waste computer resources. These acts include but are not limited to sending mass mailings or chain letters, spending excessive amounts of time on the Internet unrelated to business, playing games, engaging in online chat groups, listening to streaming audio (radio, music, etc.) or streaming video (Newscast, TV, Movie Trailers, etc.), or otherwise creating unnecessary network traffic. Because audio, video, and picture files require significant storage space, files of this, or any other sort, shall not be downloaded unless they are business-related.

The computers and computer accounts provided to employees are to assist them in the performance of their jobs. Employees should not have an expectation of privacy or ownership in anything they create, store, send, or receive on the computer system. The computer system belongs to Richard Wright Schools and may only be used for business purposes. Richard Wright Schools has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, but not limited to, monitoring sites visited by employees on the Internet, email traffic, any document created or stored on the computer system, and installed software applications.

Richard Wright Schools may use software to identify inappropriate Internet sites, including but not limited to sexually explicit sites. Such sites may be blocked from access by the School's network. If you encounter inappropriate material while browsing the Internet, immediately disconnect from the site, regardless of whether the site is subject to the School's blocking software.

Material that is unlawful (including, but not limited to, illegal copies of software, music files, movie files or malware {malicious software, such as computer virus, Trojan horse, spyware, keyloggers, etc.}, harassing, embarrassing, sexually explicit, profane, obscene, intimidating,

defamatory, or otherwise offensive {including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law}, or in violation of the School's equal employment opportunity policy and its policies against sexual or other harassment, may not be loaded, downloaded from the Internet, displayed or stored on the School's computers. Employees encountering or receiving this kind of material should immediately report the incident to their administrator. The School's equal employment opportunity policy and its policies against sexual or other harassment apply fully to the use of the Internet, and any violation of those policies is grounds for discipline up to and including discharge.



To ensure security and to avoid the spread of viruses, employees connecting to our network from a computer not supplied by the School must have up-to-date virus protection and a secure VPN connection and use a hardware-based router or software firewall. The School will provide, upon request, VPN (Virtual Private Network) client software for installation on your personal computer. However, all other security software is the responsibility of the end user. Files obtained from sources outside the School, including disks brought from home; files downloaded from the Internet, bulletin boards, or other online services; files attached to email and files provided by clients or vendors may contain dangerous computer viruses that may damage the School's computer network. If you suspect that a virus has been introduced into the School's network, notify the Chief Operating Officer immediately.

Information posted on the School's Intranet is property of the Richard Wright Schools. Any copying or unauthorized use of such information is strictly prohibited without express written consent of the School.

# **Electronic Mail Policy**

Richard Wright Schools has established a policy with regard to access and disclosure of electronic mail messages created, sent, or received by School employees using the School's e-mail system.

- The School maintains an email system, which includes both network-based programs and web-based email programs accessed via the School computer network, and all email messages, together with attachments, sent or received via, or created or stored on, the School email system. The School provides this system to assist in conducting School business.
- The e-mail system is the property of the School. Additionally, all messages composed, sent, or received on the e-mail system are and remain the property of the School. They are not the private property of any employee.

- The use of the e-mail system is reserved solely for the conduct of School business. The email system shall not be used for personal business, except for those necessary, occasional communications with family or friends that do not interfere with School business operations and do not involve inappropriate content or materials as described, but not limited to those in paragraphs 4, 5, 6, and 10. Further, the use of passwords for security does not guarantee confidentiality of the e-mail.
- Employees may not use the e-mail system to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations.
- The e-mail system shall not be used to create any offensive or disruptive messages.
   Among those that are considered offensive are any messages that contain profanity,
   sexual implications, racial slurs, gender-specific slurs, or any other comment that
   offensively addresses someone's age, sexual orientation, religious or political beliefs,
   national origin, or disability.
- The e-mail system shall not be used to send (upload) or receive (download) unauthorized or illegal copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization.
- The School reserves and intends to exercise the right to review, audit, intercept, access, and disclose all messages created, received, or sent over the e-mail system for any purpose. There should be no expectation of personal privacy or ownership of any email, including attachments, created, sent, or received via or stored on the School email system.
- Users of the e-mail system should routinely delete outdated or otherwise unnecessary emails and attachments.
- Employees shall not retrieve or read any e-mail messages that are not sent to them. Notwithstanding the School's right to retrieve and read any e-mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees shall not send emails from another employee's account without permission and identification of the intended true sender. All business-related emails should be stored in the School's document management system within the respective case or department collection.
- Employees are expected to avoid making statements in electronic mail or computer files that would not reflect favorably on the employee or the School.
- The School will attempt to block/delete any potentially dangerous emails, such as those that are infected with a computer virus or that might have embedded links to corrupt Internet sites, with security software. However, there may be some email messages that "slip past" such software. It is important that users do not open any email from unrecognized senders or if the email looks suspicious. The School's network security requires everyone's participation and diligence.
- Any employees who discover a violation of this policy shall notify the Administration.

The School's email network, both network-based and internet-based, is a private information system of the School. Individuals using this system expressly consent to monitoring of their activities. Any employee who violates this policy or uses the electronic mail system for improper purposes may be subject to disciplinary action up to and including discharge.

#### Social Media

As social media has become a significant part of people's lives, Richard Wright Schools expects all employees to use sound judgment when using social media. Richard Wright Schools staff are prohibited from interacting with students and their families, both current and former, on social media.

#### **Evaluation**

All Richard Wright Schools employees will be informally and formally evaluated by his/her immediate supervisor multiple times throughout the school year.

#### **Smoking Policy**

Richard Wright Schools maintains a non-smoking policy within and in all areas surrounding the school building. This shall include all school buildings, grounds, and school-owned vehicles at all times. This policy applies to all school-sponsored or school-approved activities, events, or functions, on or off campus, where students are under the jurisdiction of the school.

#### **WORKDAY HOURS AND ABSENTEEISM**

#### **Workday Hours**

Richard Wright Schools will be open for operations from 7 a.m. to 5:15 p.m. Leadership team members will arrive no later than 7:15 a.m.; teachers no later than 7:30 a.m. All staff must be on post by 7:50 am. Students will begin the day at 8:00 a.m.

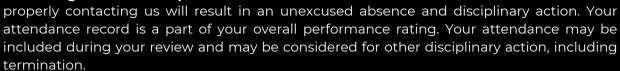
In case of unplanned conditions, such as bad weather, that may force a schedule change at the last minute, announcements of school closings or delays in the opening of school will be made by a recording detailing the schedule for that day by 6:00 a.m. All employees must call 202.500.1416.

# **Attendance, Absenteeism and Punctuality**

Richard Wright Schools expects all employees to report to work on time at the scheduled start of the workday. Reporting to work on time means you are on post at the assigned report time, fully prepared to work.

Excessive absenteeism and/or tardiness will lead to disciplinary action, including termination. The determination of excessive absenteeism will be made at the discretion of Richard Wright Schools. Absence from work for three consecutive days without properly notifying your supervisor will be considered a voluntary resignation. After three days' absence, you may be required to provide documentation from your physician to support an injury- or illness-related absence and ensure that you safely return to work.

If you expect to be absent from the job for an approved reason (e.g., paid time off or a leave of absence), you should notify your supervisor of your upcoming absence as far in advance as possible. If you unexpectedly need to be absent from or late to work, you must notify your supervisor as far in advance as is feasible under the circumstances, but no later than 6:00 AM on the day of your absence, providing the reason for that absence or tardiness. **Under no circumstances should you leave a message on the School's answering machine to report an absence or tardiness.** Failure to



Where possible, medical and dental appointments should be scheduled around your assigned work hours; otherwise, they may be considered absences without pay. If you cannot schedule an appointment before or after your shift, you must notify your supervisor to make special arrangements.

#### GENERAL PROCEDURES FOR DEALING WITH THE MEDIA

The CEO/Head of the School is the <u>only</u> spokesperson for Richard Wright Schools. No faculty or staff member is to engage in conversation with any media outlets as a representative speaking on behalf of the school without explicit permission from the CEO/Head of School. Any violation will result in disciplinary actions up to and including termination.

#### **ACCESS TO PERSONNEL FILES**

All employees and representatives of employees may view certain contents of their personnel file with advance notice to Human Resources staff. Documents relating to the employee's hiring qualifications, such as the application, promotion, disciplinary action, and transfer, **may be viewed**. Additionally, the employee may review policy signoff forms and training records.

Documents that the employee **may not review** include references or reference checks, records of any investigation undertaken by management, medical records, documents related to a judicial proceeding, any document that would violate the confidentiality of another employee, and documents used for employee planning.

#### INTELLECTUAL PROPERTY

Intellectual property shall include all artistic or intellectual works for which copyrights or trademarks may be acquired.

Richard Wright Schools' policy is to maintain ownership of intellectual property created through its educational or business activities to the maximum extent possible. Richard Wright Schools employees entering into agreements to create or make significant investments in intellectual or artistic works should ensure that ownership of such work will vest in Richard Wright Schools. The CEO and/or the Board of Trustees may make exceptions to this policy.

#### ALCOHOL AND DRUG-FREE WORKPLACE

Richard Wright Schools will not tolerate the presence of alcohol, illegal drugs, or the illegal use of legal drugs in our workplace. The use, possession, distribution, or sale of controlled substances such as drugs or alcohol or being under. the influence of such controlled substances, such as drugs or alcohol, or being under the influence of such controlled substances, is strictly prohibited while on duty, while on school premises, or driving for school purposes. If you need to take a prescription drug that affects your ability to perform your job duties, you are required to discuss possible accommodations with the Head of School. Violation of this policy will result in disciplinary action, up to and including termination.



Any employee who is convicted of violating criminal statutes must notify the CEO/Head of School of that conviction within five days of the conviction. Failure to do so may lead to disciplinary action, up to and including termination.

#### HARASSMENT POLICY

Richard Wright Schools will not tolerate harassment or intimidation of any employee (or student) on any basis prohibited by law, including race, color, sex, age, religion, national origin, handicap, disability, marital status, or veteran status. Moreover, any suggestions made to any employee (or student) requesting sexual favors will affect any term or condition of employment or school-related evaluations and will result in immediate discipline, up to and including termination.

Sexual harassment is defined as any type of sexually oriented conduct, whether intentional or not, that is unwelcome and has the purpose or effect of creating a work environment that is hostile, offensive, or coercive. The following are examples of conduct that, depending upon the circumstances, may constitute sexual harassment:

- Unwanted sexual jokes, language, epithets, advances, or propositions;
- Sexually degrading or vulgar words to describe an individual, written or verbal;
- Unwanted comments about an individual's body;
- The display of sexually suggestive objects, pictures, posters or cartoons;
- Asking questions about sexual practices;
- Demanding sexual favors in exchange for favorable reviews, assignments, grades, promotions, continued employment, or promises of the same.
- Unwanted touching, leering, brushing against the body, whistling or suggestive, insulting or obscene comments or gestures;
- Cornering or blocking of normal movements

Racial harassment is defined as when a person or group repeatedly uses discriminatory remarks, behaviors, or practices to show racial intolerance against a co-worker or their color, descent, culture, language, or religion.

- Making jokes, insinuations, humiliating comments, or racially oriented remarks
- Criticizing and being intolerant in regard to the victim's differences: his or her accent, clothing, hairdo, customs, and beliefs
- Acting seemingly disgusted or showing contempt in the victim's presence
- Finding excuses for not working with the victim
- Stereotyping the victim with subordinate tasks or caseloads
- Trying to hinder or stop the victim's chances for a promotion.
- Showing comic strips, pictures, or images that are racially degrading.

Sexual orientation discrimination refers to harassment or differential treatment based on someone's perceived or actual gay, lesbian, bi-sexual, or heterosexual orientation.

• Making a person feel humiliated, offended, or degraded because of their sexual orientation

#### Non-sexual Harassment

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that derogates or shows hostility or aversion toward an individual because of:

- his/her race, color, religion, national origin, ancestry, citizenship status, sex, sexual orientation, gender identity, marital status, age, disability, military service or veteran status, pregnancy, childbirth or related conditions
- any other characteristic protected by law, and that:
- is sufficiently severe, pervasive, and persistent such that it adversely affects an
- individual's education, or such that it creates a hostile or abusive educational environment.

Harassing conduct includes, but is not limited to: epithets, slurs, or negative stereotyping; threatening, intimidating or hostile acts; derogatory jokes; and written or graphic material that derogates or shows hostility or aversion toward an individual or group or that is placed on walls or elsewhere on the school premises.

Employees must report any violation(s) of this policy to the Human Resource Officer. Claims of harassment will be investigated with due regard for the privacy of the individuals involved. Any employee who knowingly retaliates against an employee who has reported workplace harassment or discrimination shall be subject to immediate disciplinary action, up to and including termination.

Network administrators will review files and communications to maintain system integrity and ensure staff members use the system responsibly. Employees are reminded that any email sent using a Richard Wright Schools email account contains the address identification of the school district. This is analogous to an employee using school letterhead.

These policies apply to all students and employees of the Richard Wright Schools

community, including persons hired to provide contracted services and persons volunteering at school activities. Conduct prohibited by these policies is unacceptable in all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs occur on campus, on a bus, or at another location away from campus. Individuals who violate these policies will be subject to disciplinary action, up to and including suspension or expulsion (if a student) or suspension or termination of employment (if an employee), and in egregious situations, law enforcement officials will be notified.



# PROFESSIONAL BOUNDARIES (STAFF/STUDENT INTERACTION)

#### **Boundaries Defined**

This policy is intended as a guide to all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify boundaries between students and staff. The term "Boundaries" is defined as acceptable professional behavior by employees while interacting with a student. Trespassing beyond the Boundaries of a student/teacher or student/educator relationship is deemed an abuse of power and a betrayal of public trust.

#### **Unacceptable and Acceptable Behavior**

Some activities may seem innocent from an employee's perspective, but some of these can be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between employees and students but to prevent relationships that could lead to or may be perceived as misconduct.

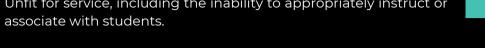
Employees must understand their responsibilities for ensuring that employees do not cross the Boundaries. Disagreeing with the wording or intent of the established Boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in daily activities. Although sincere, professional interaction with students fosters the charter mission of academic excellence, employee-student interaction has Boundaries regarding the activities, locations, and intentions

#### **Unacceptable Behavior**

The following is an illustrative list of unacceptable behavior, which includes but is not limited to:

- Remarks about the physical attributes or physiological development of anyone.
- Excessive attention toward a particular student.
- Sending emails, text messages, instant messages, social media messages, or letters to students if the content is not about School activities and not in accordance with applicable School policies or in violation of the School's Social Media Policy.
- Communicating with students or parents/guardians in violation of the School's Social Media Policy.

- and/or Engaging in inappropriate unprofessional communications.
- Using profanity with or to a student.
- Involving students in non-educational or non-school related issues, including, but not limited to, the employee's employment issues.
- Unfit for service, including the inability to appropriately instruct or associate with students.



# **Acceptable Behavior**

The following is an illustrative list of acceptable and recommended behavior, which includes, but is not limited to:

- Obtaining parents' written consent for any after-school activity on or off campus (exclusive of tutorials).
- Obtaining formal approval (School and parental) to take students off School property for activities such as field trips or competitions.
- Emails, text messages, phone conversations, and other communications to and with students must be professional and pertain to School activities or classes.
- Keeping the door open when alone with a student.
- Keeping reasonable space between the employee and the students.
- Stopping and correcting students if students cross the employee's own personal boundaries.
- Keeping parents informed when a significant issue develops regarding a student.
- Seeking advice from senior staff (such as administrators, managers, or Human Resources) if an employee finds himself or herself in a difficult situation related to Boundaries.
- Involving an employee's supervisor if a conflict arises with a student.
- Informing Human Resources or the Superintendent/Executive Director about situations that have the potential to become more severe.
- Making detailed notes about an incident that could evolve into a more serious situation later.
- Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers.
- Asking another adult to be present if an employee will be alone with any student.
- Giving students praise and recognition without touching them in questionable areas; giving appropriate pats on the back, high fives, and handshakes.
- · Keeping professional conduct a high priority during all moments of student contact.

# **Reporting Violations**

When any employee reasonably suspects or believes that another staff member may have violated the items specified in this policy, he or she must immediately report the matter to Human Resources or the Superintendent/Executive Director. All reports shall be kept as confidential as possible. Prompt reporting is essential to protect students, the suspected employee, any witnesses, and the School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses boundaries or any situation in which a student appears to be at risk for sexual abuse.

#### WHISTLEBLOWER POLICY

Richard Wright Schools requires directors, officers, and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the Organization, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.



#### **Reporting Responsibility**

It is the responsibility of all directors, officers, and employees to comply and report violations or suspected violations in accordance with this Whistleblower Policy.

#### No Retaliation

No director, officer, or employee who, in good faith, reports a violation shall suffer harassment, retaliation, or adverse employment consequences. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within the Organization prior to seeking resolution outside the Organization.

#### **Reporting Violations**

The Organization's open-door policy suggests that employees share their questions, concerns, suggestions, or complaints with someone who can address them properly. In most cases, an employee's supervisor is the first person to report a violation. If you are not satisfied with your supervisor's response, you are encouraged to speak with someone in the Human Resources Department or anyone in management whom you are comfortable in approaching. Supervisors and managers are required to report suspected violations to Human Resources, who has a specific and exclusive responsibility to investigate all reported violations. For suspected fraud, or when you are not satisfied or uncomfortable with following the Organization's open-door policy, individuals should contact the Organization's Board of Trustees.

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

#### Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct on adequate investigation.

#### STUDENT AND PARENT RELATIONS

Students' and parents' opinions and attitudes toward Richard Wright Schools are valuable. Our success depends on treating our population with dignity and respect. If you need assistance, please contact the Parent and Community Liaison, who will be able to assist you and/or the parent.

#### GRIEVANCE AND COMPLAINTS

Richard Wright Schools believes that employees can resolve most problems that occur without damaging relationships. However, in the event that an issue is not solved, all questions or concerns should be discussed with Human Resources. If the problem is still not resolved, the employee my file a grievance with the Board of Trustees Grievance Committee.

#### **CONFLICT OF INTEREST**

The standard of behavior at Richard Wright Schools is that all staff, volunteers, and board members avoid conflicts of interest between the interests of Richard Wright Schools and the individual's personal, professional, and business interests.

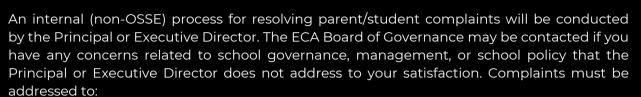
A Conflicting Interest Contract is a Contract, for any amount, between a public charter school and:

- (a) An individual who is a founder of the public charter school or who is a current or former trustee, director, member, member of a designated body, officer, or key personnel of the public charter school;
- (b) A family member of any of the individuals identified in (a) of this definition;
- (c) An entity identified as submitting a petition to establish the public charter school pursuant to the Act;
- (d) An entity in which an individual identified in (a) of this definition serves as a member of the board of directors or has a financial interest or
- (e) An entity in which a family member of an individual identified in (a) of this definition serves as a board of directors member or has a financial interest.

The purposes of this policy are to protect the integrity of Richard Wright Schools decision-making process, to enable our constituencies to have confidence in our integrity, and to protect the integrity and reputation of the school's volunteers, staff, and board members. Upon or before election, appointment, or hiring, all individuals will make a full written disclosure of interests, relationships, and holdings that could potentially result in a conflict of interest. This written disclosure will be kept on file and should be updated when necessary. In the course of meetings or activities, individuals should disclose any interests in a transaction or decision where either the individual or his or her family or associates will receive a benefit or gain. Individuals should have an understanding that he or she will be asked to leave the room for the duration and will have no say or vote on the issue at hand.

# Complaint Procedures for Programs and Competitive Grants

The purpose of this policy is to describe the administrative procedures of the District of Columbia's Office of the State Superintendent of Education (OSSE) for handling and resolving complaints about the operations of programs administered under the Elementary and Secondary Education Act (ESEA) and other applicable District laws in a fair and timely manner.



Mr. Wayne Eley, Richard Wright Schools Board of Trustees Vice-President weley@richardwright.pcs.org

Parents, teachers, individuals, private schools, local education agencies, and other organizations may file a complaint alleging that a federal statute or regulation has been violated in the administration of ESEA programs at Early Childhood Academy PCS. OSSE shall investigate all allegations of non-compliance with state or federal law, rules, or regulations.

This policy serves as the grievance procedures for all ESEA programs and state-administered competitive grants, excluding the complaints and hearing process under Part B and Part C of the Individuals with Disabilities Education Act, 20 USC 1400 et seq. administered pursuant to Title 5, Chapter E-30 of the District of Columbia Municipal Regulations available at <a href="http://www.dcregs.org">http://www.dcregs.org</a>.

This policy replaces all previously issued complaint procedures for ESEA programs. This policy is not intended to be a substitute for any federal statutes, regulations, or non-regulatory guidance

#### **Authority**

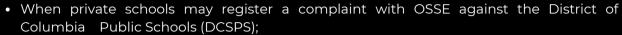
The Office of the State Superintendent of Education has the authority to hear complaints and appeals regarding programs administered under the Elementary and Secondary Education Act (ESEA) pursuant to EDGAR Sec. 76.401, 76.783; Title IX, Sec. 9304 (20 USC 7844); Title IX, Sec. 9503 (20 USC 7883). This policy shall serve as the grievance procedure for all ESEA programs and state-administered competitive grants, excluding the complaints and hearing process under Part B and Part C of the Individuals with Disabilities Education Act, 20 USC 1400 et seq. administered pursuant to Title 5, Chapter E-30 of the District of Columbia Municipal Regulations available at http://www.dcregs.org.

#### **Purpose**

The purpose of this guidance is to describe the administrative procedures of the District of Columbia's Office of the State Superintendent of Education (OSSE) for handling and

resolving complaints regarding the operations of programs administered under the Elementary and Secondary Education Act (ESEA) and other applicable District laws in a fair and timely manner. These procedures describe:

How individuals or organizations may register a complaint that the state education agency (SEA), local education agency (LEA), or other grant recipient has violated laws and/or regulations governing stateadministered programs funded under ESEA;



• When eligible applicants and subgrantees may request a hearing on an action taken by the state education agency.

The following procedures govern the receipt and resolution of a complaint alleging that the OSSE as the SEA, a District of Columbia LEA, or other grant recipient is in violation of any federal statute or regulation that applies to a state-administered ESEA-funded program listed in section III, Complaints. Guidance for subgrantees requesting a hearing and the reasons for requesting a hearing are described in section V, Subgrantee Complaints and Hearings.

If you believe that Richard Wright Schools has failed to comply with the Individuals with Disabilities Education Improvement Act (IDEA) or with a requirement of District of Columbia law regarding special education under Part B of IDEA or a public agency or private service provider with regard to early intervention services under Part C of the IDEA, you may file a complaint to initiate an investigation of the matter in accordance with the IDEA complaint policy. A copy of this policy can be found at:

http://osse.dc.gov/service/policies-and-regulations:

# Complaints

OSSE shall investigate all allegations of non-compliance with state or federal law, rules, or regulations. When appropriate, every effort should be made to resolve the issue at the local level before filing a formal complaint with OSSE. This can include meeting with the principal, school head, or central office staff to address the alleged violation. Only once all local remedies have been exhausted should a formal complaint be submitted to OSSE.

Complaints from the Public

Parents, teachers, other individuals or organizations may file a complaint alleging the SEA or LEA is violating federal statuteor regulation that applies to any of the programs administered under the Elementary and Secondary Education Act (ESEA), as amended. These programs include, but are not limited to:

- Title I, Part A, Improving the Academic Achievement of the Disadvantaged; Title I, Part B, Subpart 3, Even Start Family Literacy;
- Title I, Part D, Prevention and Intervention Programs for Children and Youth Who are Neglected, Delinquent, or At-Risk;

- Title II, Part A, Teacher and Principal Training and Recruiting Fund Title II, Part B, Mathematics and Science Partnerships;
- Title II, Part D, Enhancing Education through Technology;
- Title III, Part A, English Language Acquisition, Language Enhancement, and Academic Achievement;
- Title IV, Part A, Safe and Drug-Free Schools and Communities;
- Title IV, Part B, 21st Century Community Learning Centers;
- Title V, Part D, Subpart 6, Gifted and Talented Students;
- And Competitive grants administered with local funds.

# **Process for Submitting Complaints**

1. Complaints must be in writing and should contain:

A statement that Early Childhood Academy PCS has violated a requirement of a federal statute or regulation that concerns a covered program; the facts on which the statement is based; a recommendation on how OSSE would resolve the complaint; the specific requirement of law or regulation allegedly violated, if possible; and be signed and dated by the complainant.

2. Complaints must be mailed or hand-delivered to:

Assistant Superintendent of Elementary and Secondary Education Office of the State Superintendent of Education 810 First Street, NE – 9th Floor Washington, DC 20002

OSSE may, at its discretion, redirect a complaint that should have been properly filed under the Individuals with Disabilities Education Act (IDEA) complaint policy.

A copy of this complaint policy can be found online at: <a href="http://osse.dc.gov/publication/state-complaints-policy-and-procedure">http://osse.dc.gov/publication/state-complaints-policy-and-procedure</a>

#### **Complaint Resolution Process**

OSSE shall issue a Letter of Acknowledgement to the complainant within fifteen (15) business days of receipt of a complaint. If the complaint involves an LEA, OSSE shall send a copy of the Letter of Acknowledgement to the DCPS Chancellor or corresponding administrator of the LEA.

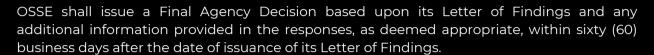
The letter will include the following information:

- the date the office received the complaint;
- how the complainant may provide additional information;
- the name and contact information of the assigned complaint investigator; and
- timelines for the resolution of the complaint.

OSSE shall investigate the complaint, reviewing the facts and circumstances of the complaint, and may request further information from the complainant.

OSSE, at its discretion, may conduct an onsite monitoring visit.

Once OSSE has determined whether a violation of law or regulation has occurred, the complaint investigator shall develop a Letter of Findings to address whether or not the program in question is in compliance. The Letter of Findings, stating either the need for corrective action or that OSSE does not sustain the complaint, shall be sent to the complainant and DCPS or other subject of the complaint. Each party shall have the right to respond in writing to the Letter of Findings within ten (10) business days from the date of issuance. A party filing a response shall deliver a copy to OSSE as well as each party subject to the complaint.



If OSSE determines a violation has occurred, the subject of the complaint shall submit a corrective action plan. The plan and timelines for its completion must be approved by OSSE. The Final Agency Decision issued by OSSE may be appealed in accordance with the appeals process.

The Final Agency Decision issued by OSSE may be appealed in accordance with the appeals process.

#### **Notice of Non-Discrimination**

In accordance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975, applicants for admission and employment, students, parents, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with Early Childhood Academy PCS (ECA) are hereby notified that ECA does not discriminate on the basis of race, color, national origin, sex, age, or disability in admission or access to, or treatment or employment in, its programs and activities.

#### PROGRESSIVE DISCIPLINARY PROCEDURE

Depending on the severity or frequency of the disciplinary problems, a verbal or written reprimand, suspension without pay, disciplinary probation, or discharge may be necessary. It is within the School's sole discretion to select the appropriate disciplinary action to be taken. Notwithstanding the availability of the various disciplinary options, the School reserves the right to discharge an employee at its discretion, with or without notice.

The following is not a complete list of offenses for which an employee may be subject to discipline, but it is illustrative of those offenses that may result in immediate discipline, up to and including dismissal, for a single offense:

- Excessive absenteeism or tardiness.
- Dishonesty, including falsifying mandated employment-related documents or misrepresenting any fact.
- Fighting, disorderly conduct, horseplay, or any other dangerous or disruptive behavior.
- Possession of, consumption of, or being under the influence of alcoholic beverages while on School or customer premises or on School business.
- Illegal manufacture, distribution, dispensation, sale, possession, or use of illegal drugs or un-prescribed controlled substances.
- Reporting for work with illegal drugs or un-prescribed controlled substances in your body.
- Possession of weapons, firearms, ammunition, explosives, or fireworks on School or customer premises.
- Failure to promptly report a workplace injury or accident involving any of the school's employees, students, equipment, or property.
- Willful neglect of safety practices, rules, and policies.
- Commission of a crime or other unlawful conduct
- Use of profane language
- Stealing, misappropriating, or intentionally damaging property belonging to the school, employees, students, equipment, or property
- Unauthorized use of the Richard Wright Schools' name, logo, funds, equipment, or property.
- Insubordination, including failure to comply with any work assignments or instructions given by the CEO/Head of School or supervisor with the authority to do so.
- Violation of the Richard Wright Schools' Equal Employment Opportunity Policy or its Harassment Policy.
- Interference with the work performance of other employees.
- Failure to cooperate with an internal investigation, including, but not limited to, investigations of violations of these work rules.
- Failure to maintain the confidentiality of school records or other confidential information belonging to the Richard Wright Schools employees or students.
- Failure to comply with the personnel policies and rules.

#### **TERMINATION**

#### **Voluntary Termination**

Voluntary termination is a voluntary decision made by an employee to resign from employment at Richard Wright Schools.

Voluntary terminations include adequate advance notice from the employee. An employee is expected to give as much advance notice as possible but no less than two weeks. An employee should provide written notification to the Head of School of the intention to resign from employment. An employee who fails to give the requested advance notice will forfeit any payments owed and will not be eligible for rehire unless the Head of School and the resigning employee mutually agree upon a lesser notice period.

Employees who quit will be regarded as permanently separated from Richard Wright Schools.

#### **Involuntary Termination**

Involuntary Termination is a decision by Richard Wright Schools to terminate the employment of an employee.

The CEO/Head of School will make all final determinations for Involuntary Terminations. Layoff is defined as one type of involuntary separation from employment, usually due to lack of work, budget cuts, reorganization, elimination of positions, reduction in force, or grant expiration. Other types of terminations include:

- Discharge due to performance
- Disciplinary discharge
- Retirement
- Resignation
- Without Cause

#### **CONTINUING EDUCATION**

Richard Wright Schools employees agree to provide documentation that he/she is actively enrolled in continuing education or professional development sessions during the contract period.

Richard Wright Schools employees agree to present documentation of a college credit of (3) credit hours or a minimum of (6) hours of professional development training each semester. The total per year is (6) credit hours or (12) professional development training hours per year.

#### **EMPLOYEE HANDBOOK RECEIPT**

NAME
POSITION
I hereby acknowledge receipt of my personal copy of the Richard Wright Schools Employee Handbook.
I agree to read the handbook, become familiar with its contents, and abide by the standards, policies, and procedures defined or referenced in this document.
The information in this handbook is subject to change. I understand that changes by Richard Wright Schools may supersede, modify, or eliminate the information summarized in this booklet. As Richard Wright Schools provides updated policy information, I accept responsibility for reading and abiding by the changes.
I understand that no modification to contractual relationships or alterations of at- will relationships is intended in this handbook.
I understand that I have an obligation to inform the Human Resource Officer of any changes in personal information, such as phone number, address, etc. I also accept responsibility for contacting the Human Resource Officer if I have questions or concerns or need further clarification.

#### DATE

**SIGNATURE** 

Note: This handbook includes two copies of this form. Please sign and date one and keep it in the handbook. Sign and date the other copy and forward it to the Human Resource Officer.

#### **EMPLOYEE HANDBOOK RECEIPT**

NAME
POSITION
I hereby acknowledge receipt of my personal copy of the Richard Wright Schools Employee Handbook.
I agree to read the handbook, become familiar with its contents, and abide by the standards, policies, and procedures defined or referenced in this document.
The information in this handbook is subject to change. I understand that changes by Richard Wright Schools may supersede, modify, or eliminate the information summarized in this booklet. As Richard Wright Schools provides updated policy information, I accept responsibility for reading and abiding by the changes.
I understand that no modification to contractual relationships or alterations of at- will relationships is intended in this handbook.
I understand that I have an obligation to inform the Human Resource Officer of any changes in personal information, such as phone number, address, etc. I also accept responsibility for contacting the Human Resource Officer if I have questions or concerns or need further clarification.

#### DATE

**SIGNATURE** 

Note: This handbook includes two copies of this form. Please sign and date one and keep it in the handbook. Sign and date the other copy and forward it to the Human Resource Officer.