

Cascade Heights Public Charter School

Employee Handbook

Revised September 2012

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WELCOME STATEMENT

On behalf of all of our staff, we are happy to welcome you to Cascade Heights Public Charter School. You have joined a school that has established an outstanding reputation for excellence in education. We believe our reputation is a direct result of the efforts of every one of our employees.

This Employee Handbook is a summary of our School's employment policies and procedures. You are responsible for reading and understanding this Employee Handbook, and your performance evaluations will reflect your adherence to these policies. While this handbook is the best place to begin looking for answers to employment-related questions, employees may have questions that the handbook does not answer. Please contact the director with any questions.

This manual does not create a contract, expressed or implied, between an employee and the School and does not in any way change the at will nature of an employee's employment.

This manual may include certain policies required by law. As for these policies, a brief summary of the law is given so you can familiarize yourself with the general provisions of the law. The actual provisions of the law govern the implementation of the policy.

The School reserves the right to revise, add, amend and delete policies at any time, with or without prior notice, in the School's sole discretion. You will be informed of these changes through suitable lines of communication, including postings on the School's bulletin boards and /or notices or memos sent directly to you.

Cascade Heights Public Charter School is committed to doing its part to assure a satisfying work experience. We extend to you our personal best wishes for your success and happiness at Cascade Heights Public Charter School.

Sincerely,
Holly Denman
Director

MISSION STATEMENT

INTRODUCTION & DISCLAIMER

Whether you have just joined our staff or have been at Cascade Heights Public Charter School for many years, we are confident you will find our School a dynamic and rewarding place to work.

This handbook should serve as the guide for the employer/employee relationship. For purposes of this handbook, Cascade Heights Public Charter School will be referred to as the School or as CHPCS.

There are several important aspects to keep in mind about this handbook. First, it contains only general information and guidelines. It contains general statements of the School's employment policies and procedures, objectives, and philosophy. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to the Director.

Neither this handbook, nor any other School document, confers any contractual right, either express or implied, to remain in the School's employ. It is not a contract. Nor does it guarantee any fixed terms and conditions of your employment. **Your employment is not for any specific time and may be terminated "AT WILL", with or without cause and without prior notice, by the School or you may resign for any reason at any time.** No supervisor or other representative of the School except the Director or their designee has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

This handbook applies to all employees of CHPCS. No supervisor or management representative has the right to change any portion of this handbook or to make any representations that are contrary to any provision displayed in this handbook. No statement or promise by a manager, supervisor or another employee may be interpreted as a change in policy nor will it constitute an agreement with an employee.

The statements are subject to change at any time without prior notice at the sole discretion of the school Director. Any change and/or modification to this handbook are the exclusive domain of the Director.

The procedures, practices, policies, and benefits described herein may be modified or discontinued from time to time. We will do our best to inform you of any changes as they occur. Questions about the information provided should be directed to the school Director or to Human Resources. Any such action shall apply to existing, as well as future employees with continued employment being the consideration between the employer and employee. Oregon law controls the issues in this Handbook except where another state law prevails. Should any provision in this Employee Handbook be found

unenforceable and invalid, such finding does not invalidate the entire Employee Handbook, but only the subject provision.

This Handbook revokes and supersedes any prior summaries or statements of employment policies and procedures. All up-dates and changes included in the Employee Handbook supersede all other versions.

The success of CHPCS ultimately lies with its employees working as a team to provide our community with quality education and to allow you, as an employee, to do your job efficiently and with pride. To this end, CHPCS depends upon the competence and integrity of each employee. Each employee in turn bears a unique responsibility to our students and their families. Each employee should always shows respect, honesty, integrity, accountability and good judgment in providing excellence in education.

EMPLOYMENT

Equal Employment Opportunity Policy

This School is an Equal Employment Opportunity Employer. We believe every employee has the right to work in an environment free from all forms of unlawful discrimination. It is the policy of the School that employment decisions for all applicants and employees will be made without regard to race, color, religion, sex, age, national origin, sexual orientation, military status, victim's status, credit history, pregnancy, childbirth, genetic information, marital status, veteran status, disability or other characteristics protected under local, state and federal law. No employee will be retaliated against for raising concerns under this policy. We seek each employee's cooperation and assistance in helping us maintain equal employment opportunity.

Americans with Disabilities Act Policy Statement

The School is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA") and comparable state law. It is the School's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job with or without accommodation.

Consistent with this policy of nondiscrimination, the School may provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA within the limits of the law.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Director. CHPCS encourages individuals with disabilities to come forward and request reasonable accommodation.

At-Will Employment

Employment with the School is AT WILL. AT WILL employment means that either the School or the employee may terminate the employment relationship at any time, with or without cause, with or without notice.

Genetic Information Non-Discrimination

The School does not:

- fail or refuse to hire, or to discharge, any Employee, or otherwise discriminate against any Employee with respect to compensation, terms,

- conditions or privileges of employment of the Employee, because of genetic information with respect to the Employee; or
- limit, segregate, or classify our Employees in any way that would deprive or tend to deprive any Employee of employment opportunities or otherwise adversely affect the status of the Employee as an Employee, because of genetic information with respect to the Employee.

The School does not seek, to obtain or to use genetic information of an Employee or a prospective Employee, or of a blood relative of the Employee or prospective Employee, to distinguish between or discriminate against or restrict any right or benefit otherwise due or available to an Employee or a prospective employee.

The School will not request, require, or purchase genetic information with respect to an Employee or a family member of the Employee except--

(1) where an employer inadvertently requests or requires family medical history of the Employee or family member of the Employee;

(2) where--

(a) health or genetic services are offered by the School, including such services offered as part of a wellness program;

(b) the Employee provides prior, knowing, voluntary, and written authorization;

(c) only the Employee (or family member if the family member is receiving genetic services) and the licensed health care professional or board certified genetic counselor involved in providing such services receive individually identifiable information concerning the results of such services; and

(d) any individually identifiable genetic information provided under paragraph (a) in connection with the services provided under such paragraph is only available for purposes of such services and shall not be disclosed to the School except in aggregate terms that do not disclose the identity of specific Employees;

(3) where the School requests or requires family medical history from the Employee to comply with the certification provisions or requirements of Federal or State Family and Medical Leave Acts;

(4) where the School purchases documents that are commercially and publicly available (including newspapers, magazines, periodicals, and books, but not including medical databases or court records) that include family medical history;

(5) where the information involved is to be used for genetic monitoring of the biological effects of toxic substances in the workplace, but only if:

(a) the School provides written notice of the genetic monitoring to the Employee;

(b)(i) the Employee provides prior, knowing, voluntary, and written authorization; or (ii) the genetic monitoring is required by Federal or State law;

(c) the Employee is informed of individual monitoring results;

(d) the monitoring is in compliance with:

(i) any Federal genetic monitoring regulations, including any such regulations that may be promulgated by the Secretary of Labor pursuant to Federal law or

(ii) State genetic monitoring regulations, in the case of a State that is implementing genetic monitoring regulations under the authority of the Federal Occupational Safety and Health Act and

(e) the School, excluding any licensed health care professional or board certified genetic counselor that is involved in the genetic monitoring program, receives the results of the monitoring only in aggregate terms that do not disclose the identity of specific Employees.

In the case of information to which any of paragraphs (1) through (5) of this Policy applies, the information will not be used in violation of this Policy or treated or disclosed in a manner that violates Federal or State Law

New-Hire Orientation

The School has a policy of orienting new employees to the culture of the organization in order to facilitate organizational learning and employee productivity in a minimum period of time. In furtherance of this policy, the School sets aside a new-hire orientation period that is to be conducted within the first month of employment. The School Director and other designated school employees will conduct the new employee orientation.

Introductory Period

The first 90 days of your employment will constitute an Introductory Period. This period is a time for orientation and training. At that time, your status may be changed from “Introductory” to “Regular.” You will be notified when this change in status occurs and whether you are classified as an exempt or non-exempt employee. While your performance will be reviewed on an informal basis throughout your Introductory Period, a formal evaluation may be conducted following 90 calendar days of employment. The Introductory Period may be waived or extended at the Director’s discretion. You will be eligible for benefits after 30 days of continuous employment.

Employee Classifications

Introductory Period: Generally, employees in the first 90 days of employment

Regular, Full-Time Employee: Employees who have successfully completed the introductory period and are regularly scheduled to work 40 hours per week.

Regular, Part-Time Employees: Employees who have successfully completed the introductory period and are regularly scheduled to work fewer than 40 hours per week.

Temporary Employees: Employees hired to work for a limited duration of time or on a project basis.

Exempt Employees: Salaried employees performing professional, exempt administrative or managerial duties that do not qualify for overtime pay.

Non-Exempt Employees: Employees paid on an hourly basis and qualify for overtime pay.

Hiring Policy

CHPCS is subject to and will comply with all employment legislation that governs employment in general and that governs public schools. The United States Immigration Service establishes the eligibility for employment. All employees are required to provide proper documentation to prove eligibility to legally work in the United States. All potential employees and employees are subject to verification of eligibility to legally work in the United States.

Minors under age 18 must provide the School with a work permit obtained from the Commissioner of the Bureau of Labor and Industries for the State of Oregon prior to being hired.

Employee Evaluation

Performance evaluation process

In order to attract and retain a highly qualified and competent work force, CHPCS has instituted a performance management program to compensate employees in a fair and equitable manner based upon demonstrated job performance, and in accordance with its Equal Employment Opportunity policy.

Through this program employees will receive constructive work reviews designed to address performance and skill developmental needs and interests. CHPCS endeavors to conduct performance evaluations annually on a School wide basis or as often as is warranted by the job situation and the employee's performance.

Disciplinary Process

We are an AT-WILL employer. However, the following disciplinary process may be used entirely at the School's discretion:

1. Oral warning: As the first step in correcting unacceptable performance or behavior, the employee may receive an oral warning of the specific performance or work behavior issue. Written notations of this warning may be kept in the employee's file for

documentation purposes only.

2. **Written warning:** If the unacceptable performance or behavior continues, the next step may be a written warning. This warning details the exact nature of the issue, the measures the employee is expected to take to resolve the issue, and the time frame within which improvement is expected.
3. **Probation:** If the problem has not been resolved through written counseling, and/or the circumstances warrant it, the individual may be placed on probation. Typically, the probation period will be a minimum of two weeks and no longer than 90 days. If the performance issue continues without resolution, or any further issues arise, the employee may face further disciplinary action, up to and including suspension without pay or termination of employment.
4. **Suspension:** A suspension from work without pay may be justified when circumstances reasonably require an investigation of a serious incident in which the employee was allegedly involved or for proven misconduct or intentional violation of School policies. The length of the suspension will be determined by the nature of the circumstances and at management's discretion.

This School reserves the right to deviate from this disciplinary process, as circumstances require, and the procedures are subordinate to the at-will employment relationship.

Merit increases

Merit increases may be reviewed on an annual basis. The amount of money available for raises from year to year is based on the availability of operating funds and is at the discretion of the School.

Transfers and Promotions

The School endeavors to advise all employees about advancement opportunities by means of bulletin boards or other suitable methods. Please submit your request for consideration for a specific position directly to your supervisor.

Whenever a position becomes available, strong consideration may be given to promoting a qualified employee. Jobs will be awarded based on individual ability and past job performance. By utilizing all opportunities for education and performing your job excellently, you may become qualified to fill a position of greater skill, responsibility and value at the School. The School may look outside the School for potential employees as well. Generally, employees must be in their job for at least two years before applying for a change in position. In addition, employees must have a good performance, attendance and punctuality record.

Each employee requesting a transfer may be considered for the new position along with all other applicants. All final decisions regarding transfers or promotions may be made by the Director. Employees who wish to apply for a transfer should discuss it first with their supervisor. Employees should also feel free to discuss their career aspirations with

their supervisor any time.

Personnel Records

To protect our employee's right to privacy, the personnel records of this School are kept in a safe place under lock and key. The records are kept on School premises. Employees have the right to inspect their own personnel records (unless the information is restricted by law). Upon written request and reasonable notice, Employees may review their personnel records at a mutually convenient, pre-scheduled time during School hours and may add additional items to the file. Any concerns regarding the completeness or accuracy of the information contained in the personnel file should be discussed with the director.

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, please be sure to notify the director

Administrative Assistant as soon as possible:

1. Legal name
2. Home address or mailing address
3. Home telephone number
4. Person to call in case of emergency
5. Number of dependents
6. Marital status
7. Change of beneficiary
8. Military status
9. Exemptions on your W-4 tax form

It is to your benefit to ensure that your personnel file includes information about the completion of educational or training courses, outside civic activities, and areas of interest and skills that may not be part of your current position here. Please provide this information on a current basis to Human Resources for inclusion in your personnel file.

Work Schedule

CHPCS maintains a work schedule that is compatible with the wage and hour laws and which is, at the same time, consistent with the needs of the School. A normal work week is five (5) days, eight hours a day, Monday through Friday. The school day begins at 8:00 am and concludes at 3:30 pm. Employees are to be at school by 7:30 am and to remain at school until 4:00 pm Monday through Friday or until dismissed by the Director.

However, hours, meal periods, rest periods and shifts may be changed to coordinate the requirements of the School schedule.

Employees should be dressed appropriately and ready to start work at the scheduled time.

Time Records

Each employee must keep accurate records of the daily and weekly hours worked on forms provided by the School. Hourly employees must complete their time card before

starting work, at the commencement and completion of their lunch period, and at the end of their shift.

Never let another employee use your time card or sign in or out for you, nor should you sign in or out for another employee. You must sign your time card and initial any changes. Signing in or out for another employee can be considered fraud and may result in termination of employment.

All employees are required to keep the office advised of their departures from and returns to the premises during the work day. All employees must sign in when arriving on School premises. All employees must sign out when leaving the School premises.

Days not worked during the employee's scheduled work week are to be noted on the time card, i.e., vacation, holiday, sick day etc.

Overtime

Some employees who are classified by law as "nonexempt" (hourly) are paid overtime for hours worked over 40 hours per week measured from Sunday at 12:01am through Saturday at 12:00pm. All overtime hours must be authorized and approved in writing by the Director prior to working the overtime hours. All hours worked in excess of 40 hours per work week are paid at one and half times the employee's regular rate of pay.

Vacation days, sick days, and holidays are not included when calculating work hours for overtime pay. CHPCS strongly discourages frequent and consistent use of overtime. If you find yourself consistently unable to complete your work within the normal work week, speak to the Director. For more information about your position's classification, please refer to your job description.

Pay Periods

CHPCS pays salaries in 12 equal monthly installments between September of the current year and August of the subsequent year. Paychecks are distributed on the last weekday day of the month. Confidential statements of earnings will be provided each pay period. If you lose a paycheck, notify the bookkeeper immediately. You may be asked to assume the cost of a "stop payment" on the check.

Direct Deposit

You may have your paycheck automatically deposited into your banking account on pay days. On pay days, you will receive an earnings statement showing your gross wages, taxes, deductions and net pay.

Your money will have already been deposited into your account. The amount of the deposit will appear on your bank statement. You may sign up for direct deposit with the bookkeeper by submitting a request form and attaching a blank voided check. There is no cost to you if you choose to use direct deposit.

Payroll Draws

Employees are allowed three (2) draws per calendar quarter. Any and all draws must be repaid in full on the next regularly scheduled pay day. Employee will be required to sign a promissory note for the repayment of the draw. CHPCS does not make employee loans.

Rest and meal periods

All employees are entitled to 2 (two) paid 10 (ten) minute breaks and an unpaid one half hour meal break per work day that exceeds 6 hours. If the work period is 7 hours or less, the meal period is to be taken between the second and fifth hour of work. If the work period is more than 7 hours, the meal period is to be taken between the third and sixth hour of work. If the work period is 4 hours or less, you are entitled to one rest period, but no meal period. Rest periods may not be added to meal periods or deducted from the beginning or end of the work period. All nonexempt employees must sign out and in for the meal period. It is the expectation of this School that you manage your time efficiently and adhere to these policies to the best of your ability.

Nursing Mothers

The School provides reasonable unpaid rest periods to accommodate an Employee who needs to express milk for a child. The rest period is 30 minutes for each four-hour work period, or any major portion of such period, which is to be taken as reasonably possible to the middle of the work period.

An Employee requiring a rest period under this policy should give the School reasonable notice upon return to work after maternity leave that she intends to express milk for her child.

Leave under this policy, if feasible, should be taken at the same time as any other leave or meal break.

Attendance and Call-in

We think of our employees as our most important School resource. Your contribution every working day is essential to providing quality education to our students. Our School places a high value on regular attendance because absences have a direct bearing on the effective operation of the School and staff morale. It is the employee's responsibility to report to work as scheduled, arriving before the schedule start time and not departing before the end of the scheduled work day. If you are going to be late or absent, you must call in and notify the Director or the Administrative Assistant no later than one(1) hour prior to the beginning of your scheduled shift. The School requires that you provide at least 24 hours notice to your supervisor for any absence other than emergencies.

Teachers are responsible for maintaining an up to date substitute teacher folder with the following information: class list(s), seating chart, arrival and dismissal procedures, teacher and student schedules, attendance sheet, student monitor rotations, location of books and materials, discipline policy, lunch and recess procedures, an adapted lesson

plan and other pertinent information. This is required to allow for an uninterrupted flow of educational instruction in the event the teacher is absent from work.

Excessive absenteeism is defined as more than five (5) days in any 90 day period and/or three (3) incidents of tardiness or leaving early in any 90 day period. Excessive absenteeism unrelated to ADA leave will be reflected in performance evaluations. It can result in disciplinary action and eventual termination. If an employee is absent for two (2) consecutively scheduled workdays, unrelated to ADA leave, without notifying the Director or the Administrative Assistant, this will be treated as a voluntary resignation, and a letter will be sent to the employee as notification of termination of employment.

If you are absent because of illness for three (3) or more successive days, Human Resources or the Director may request that you submit written documentation from your doctor. If you are absent five (5) or more days because of illness, you may be required to provide written documentation from a doctor that you are able to resume normal work duties before you will be allowed to return to work.

You will be responsible for any charges made by your doctor for this documentation. If you are away from work for more than 5 working days due to a non-workrelated illness or a non-work-related accident you must call in at least weekly on the day designated by the Director or Human Resources to report your status, any changes in your condition, and to receive any necessary information associated with your job. Failure to call in shall be grounds for discharge unless your failure to do so is excused under ADA. The School has a separate policy that governs workrelated illness or work-related accidents. The School's Workers Compensation Insurance carrier defines the policy for work related accidents and/or illnesses. The director will supply this information upon request and/or need.

Inclement Weather

We may need to alter work schedules or close the School because of inclement weather. The Director will make this decision. We will follow the guidelines of the North Clackamas School District. Notification will be made using the same procedures as the North Clackamas School District. We may contact you at home by telephone if we intend to follow a schedule that is different from the North Clackamas School District. At that time you will be given a time to report to work or be placed on an on-call basis. If you are not certain if we will be closed or have not heard from the office please call to check on the work status. On any day the School is closed due to inclement weather non-exempt employees will not be paid a wage for that day.

Termination

In this School either the employer or the employee is free to end the work relationship at any time. Employment with the School is AT WILL. This School reserves the right to discharge an employee with or without cause and with or without notice. If an employee is terminated, the final paycheck will be available by the end of the next business day.

Resignation

Resignation is a voluntary end to the employment relationship created by the employee. An employee may resign with or without notice. However, to help ensure the uninterrupted flow of our educational service we request that employees submit letters of resignation with a minimum of two weeks notice. If an employee resigns with less than 48 hours' notice, excluding weekends and holidays, the employee's final paycheck will be available no later than five days, excluding weekends and holidays, or at the next regular payday whichever comes first. If an employee resigns and gives the School at least 48 hours notice the final paycheck will be paid on the last working day, unless that day falls on week-end or holiday. In that case the check will be paid on the next business day.

Employees are required to return all School property previously loaned to the employee on the final day of employment. Failure to do so may cause the School to seek legal action. Your final paycheck will include payment for hours worked or salary earned during the pay period through the termination date including adjustments, which may be required from previous pay periods. **Your signature acknowledging that you received this Employee Handbook also is an agreement that the School may make such deductions from your final paycheck.**

Exit Interviews

Employees who resign will be asked to participate in an exit interview with an independent human resources representative. The purpose of this discussion is to allow the employee a chance to talk freely about the reasons for leaving.

The information is kept confidential to the extent possible and is used to help this School improve its customer service and working conditions. The exit interview also will include an explanation of our employee policies on such topics as medical coverage, disability coverage, and unemployment compensation.

Layoff Policy

It is our goal to provide stable employment to our employees through efficient operations. Layoffs may occur, however, when changes affect the School's needs.

If a layoff becomes necessary, we will retain those employees we determine to be the best qualified to perform the available work. If we conclude that those qualifications, including past performance, skills and ability are relatively equal; we may give preference to the employee with the most seniority with our School.

Initially, layoffs may be considered temporary. Employees on temporary layoff status may be eligible for recall for up to 90 days. Following 90 days of a temporary layoff, an employee will no longer be eligible for recall and the layoff will be considered permanent. This policy is subordinate to the ATWILL relationship.

Re-Hire Policy

Applications received from former employees will be processed using the same procedures and standards that govern all direct applications. The Director will review the former employee's personnel records and the circumstances surrounding termination of previous employment with the School. This information will be provided to the staff responsible for screening and interviewing applicants.

Employees who are re-employed by the School after termination will lose their original anniversary date for all purposes and be assigned a new date corresponding to their first day on the job after reemployment. This policy shall not apply to layoffs within the first 90 days or to an employee who was erroneously terminated and later reinstated.

Arbitration: Claims and Disputes

Any dispute related to your employment with, or separation from, Cascade Heights Public Charter School, including, but not limited to, claims related to discrimination, harassment, retaliation, wrongful termination, emotional distress, and payment of wages and/or overtime shall be resolved and decided by binding arbitration and not by a judge or jury. This includes claims the employee and the School may have against each other, including any affiliated entities, or the School's officers, directors, owners, employees, or agents.

This agreement includes any claim or controversy, of any nature, legal, equitable, statutory, federal, state, local, or otherwise, including without any limitation any statutory or common law claims for discrimination, harassment, wrongful discharge, tort claims, breach of contract, withholding of wages or other compensation, whether founded in contract, in tort or otherwise, claims arising under the Fair Labor Standards Act, the Americans with Disabilities Act, Title VII, the Age Discrimination in Employment Act, parallel state laws, and any and all federal or state non-discrimination statutes, and all claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance, and all claims arising out of, concerning or relating to Employee's application for employment by the School, termination from employment with the School, or the employment relationship with the School or the performance or breach thereof, whether existing prior to or arising subsequent to this Agreement, whether direct or derivative, whether against the School, its supervisors, officers, directors, owners, parent, subsidiary and successor companies, and whether or not such dispute is arbitratable in the first instance, and the making, performance or interpretation of any agreement between the parties, including specifically, but not limited to, this Agreement. The scope of coverage of disputes subject to arbitration pursuant to this Agreement is intended to be interpreted as broadly and comprehensively as possible and permitted by applicable law. This agreement does not include claims

for workers' compensation, unemployment compensation, and temporary restraining orders or preliminary injunctions, which are not subject to arbitration.

The arbitration is binding and nonappealable. It shall take place in or near the city in which the Employee was last employed with the School. The arbitration procedure, including the selection of the arbitrator, shall be in accordance with the procedures and policies of the Arbitration Service of Portland, Inc., and the terms and conditions of this provision. In the event of any conflict between the policies and procedures of the Arbitration Service of Portland, Inc. and the terms and conditions set forth in this Provision, the latter shall be controlling.

Neither the School nor the Employee shall have any right or authority to bring a claim in any arbitration proceedings pursuant to this Provision, against the Employee or the School, as the case may be, or against any of the other parties identified above, either jointly with or on behalf of any other parties or class of parties.

To bring a claim, either the employee or the School must send written notice of the claim to the other party no later than 180 days after the act allegedly violating the law occurred. The parties agree to waive any statute of limitation (deadline for filing claims) under state or federal law that is shorter or longer than this 180-day time period. The parties understand that claims not brought within this 180-day period are time-barred and cannot be pursued in arbitration or in court.

The written notice must state: 1) the nature and factual basis of all claims asserted; 2) the amount of damages or remedy sought; and 3) the requesting party's intent to have the claim resolved in arbitration. The parties must send the written notice to the other party's address stated below, or last known address, whichever is most current. The notice must be sent by certified or registered mail, return receipt requested, within the 180-day time period.

The Arbitrator, in any arbitration subject to this Provision, shall not have the authority to include in the Award punitive damages or penalties unless the Arbitrator makes a specific written determination that a party has violated a federal or state statute that expressly provides for punitive damages or statutory penalties.

Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

This Provision and all the rights, duties and remedies of the parties hereunder shall be governed by the laws of the State of Oregon.

All fees and expenses of the Arbitrator, other than the initial filing fee if the Employee is the initiating party (which shall not be more than the filing fee required if the Employee had filed in court), including the arbitrator's travel costs and related expenses, shall be borne solely by the School.

Each party must pay its own attorneys' fees and costs unless otherwise provided by law or contract.

Your signature acknowledging that you received this Employee Handbook also is an agreement to arbitrate such claims.

EMPLOYEE BENEFITS

Voluntary and Fringe Benefits

Regular, full-time employees of the School shall be entitled to receive all voluntary and required fringe benefits, including but not limited to health, dental, and life insurance. These benefits will be purchased by the School and administered independently from North Clackamas School District. Part-time employees not regularly scheduled to work at least 20 hours per week are not eligible for these benefits.

PERS

All employees of the School shall be members of the Public Employee's Retirement System (PERS) and subject to its requirements. The School shall be responsible for the cost of North Clackamas School District's employer's share for any contributions for employees of the School. Contributions to PERS will be made in accordance with North Clackamas School District policy and PERS guidelines.

Eligibility Period

All School benefits other than medical, vision and dental benefits require that a regular employee complete 30 days of continuous employment. Part-time employees not regularly scheduled to work at least 30 hours per week are not eligible for other School benefits.

Workers' Compensation

All employees are covered by Workers' Compensation Insurance. It provides payment for medical care and income replacement if an employee is injured on-the-job. The Workers' Compensation Insurance policy determines the return to work and call in policies for work related accidents and/or illnesses. An employee who is injured in the course and scope of employment shall have the claim processed as prescribed the state law and regulations. Workers' Compensation will be handled in accordance with North Clackamas School District policy.

If you are injured on the job, you must notify your supervisor immediately of the accident. It is your responsibility to complete your portion of the District's "Employee's

Report of a Work-Related Injury" form provided by your supervisor. This form must be completed regardless of whether or not you require medical attention.

If you seek medical treatment other than the designated physician for your work-related injury, the costs of that treatment may not be covered by Workers' Compensation, and you may be required to pay for those expenses.

Early Return to Work Policies and Procedures for Workers' Compensation Injuries

It is CHPCS' goal to assist our employees who have sustained a compensable on-the-job injury in returning to work as soon as possible. Our temporary light /modified duty program is designed to provide covered employees who are currently unable to perform their regular job duties with temporary work for a period of no more than 90 days, during the period of medical recovery; however, light/modified duty may not always be available. Any employee, unable to return to their full position un-restricted after a 90 day light/modified duty, will go on unpaid medical leave until such time that they have received a full release to return to work from the attending physician. The employees who are eligible to participate in this program are those injured worker's with an open Oregon workers' compensation claim. The Director will facilitate the injured workers participation in the temporary light/modified duty program with assistance from the injured worker, his or her supervisor, attending physician, and the Workers Comp Carrier.

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Crime Victim Leave

Any of our eligible Employees who have suffered financial, social, psychological or physical harm as a result of a felony as defined in the rules of the Oregon Criminal Justice Commission are entitled to crime victim leave. For purposes of this policy, an eligible Employee is one that has worked more than 25 hours per week for at least 180 days immediately before the date that the Employee takes leave to attend a criminal proceeding and is a crime victim or a spouse, domestic partner, father, sibling, child, stepchild or grandparent of a crime victim. The School will allow any covered Employee to take the necessary leave to attend a criminal proceeding as long as such leave does not create an undue hardship to the School.

Employees who desire to take crime victim leave should give the School as much notice as possible of the date or dates that leave will be taken.

The School will respect the confidentiality of an Employee taking such leave except as otherwise provided by law.

Employees may use any PTO which the School provides the Employee, for purposes of taking crime victim leave.

COBRA(State Continuation Insurance)

The COBRA information pertains only to those employees who are eligible for insurance benefits.

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) established certain rights for continuation of health plan benefits when an employee would otherwise lose coverage on account of a “qualifying event.” The Health Insurance Portability and Accountability Act of 1996 (HIPPA) extends those rights by limiting exclusion for preexisting conditions and by curbing denial of future coverage. Generally, employees who terminate employment for reasons other than gross misconduct or who transfer to a status where they are no longer eligible for employment benefits and their eligible dependents will be eligible to continue coverage for medical insurance at their own expense for up to 18 months from the end of the month in which their termination or transfer occurs. A second qualifying event during the 18 month period may entitle a qualified beneficiary to extend coverage up to 36 months from the date of the first qualifying event. Qualifying events are:

- ❖ Death of a covered employee;
- ❖ Termination of a covered employee’s employment (so long as termination is not for gross misconduct)
- ❖ Reduction of hours of covered employee;
- ❖ Divorce or legal separation of a covered employee;
- ❖ Covered employee’s child loses dependent status under the plan;
- ❖ A covered employee becomes entitled to Medicare benefits.

The cost for continuation coverage will be the full monthly premium for the elected plan(s) plus a two percent (2%) administrative fee. A higher fee may be charged in the case of continued coverage because of disability. CHPCS does not subsidize continuation coverage. Your payment for continued coverage must be made by the first day of each month in advance (i.e. July premium is due July 1st.) If payment is not received within 30 days of the due date, your health coverage will be terminated.

Upon the occurrence of a qualifying event; you will be notified that you have the right to purchase continuation coverage. You will have 60 days from the date you are notified or from the date coverage ends, whichever is later, to inform CHPCS that you elect continuation coverage.

Paid Time Off (“PTO”)

CHPSC will grant full-time employees three days paid time off (“PTO”) for use by the employees during the school year. No employee shall accrue more than three days of PTO per school year. PTO may be used for personal time off (i.e. sick leave, vacation) or may be applied to other types of leave for which the employee is eligible as set forth in this Employee Handbook or as may be available under state or federal law. The employee must inform the CHPSC Administrator of an anticipated absence (and the reasons for the absence) as soon as possible after the employee becomes aware that the absence is likely or certain. Employees must use their PTO during the then-current school year and may not “roll over” any PTO days to a subsequent school year. Employees will not be compensated for unused PTO upon termination of employment. Notwithstanding the foregoing, employees who have unused vacation leave or other paid leave that has accrued during years prior to the 2012-2013 school year may continue to

use such accrued leave until such leave has been used. In the event that such an employee terminates employment with CHPSC prior to using all such paid leave, the employee will be paid for all accrued but unused PTO upon termination of employment.

Employees will be compensated for any unused time at the end of the school year as part of their final paycheck for the school year.

Leaves of Absence

Jury and witness duty

The School recognizes the importance of fulfilling civic responsibility by serving jury duty. Employees may request unpaid jury duty leave for the length of time that is served as jury duty. Proof of service must be submitted to your supervisor upon completion of jury duty.

Bereavement Leave

For all regular, full-time employees' three (3) paid days of bereavement leave will be granted for a death in the immediate family. Immediate family is defined as mother, father, sister, brother, current spouse and child. It is essential that you notify your supervisor as soon as possible before leaving to address these responsibilities and return on the scheduled time.

Military Leave

Military leaves of absence are governed by the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). Military leaves of absence will be granted to regular, full time employees for scheduled drills, training, or if called to active duty with the United States armed services (Army, Navy, Marine Corps, Air Force, Coast Guard, Public Health Service Commission Corp, Army National Guard, Air National Guard, and reservists of each of the services). This leave will be an unpaid leave of absence. The School will provide health insurance benefits for the first 30 days of the military leave, subject to all terms and conditions of the insurance benefit plan.

Employees are eligible for reemployment after military service if:

- The Employee has given notice to the School that the Employee is leaving a job for service in the military, unless giving such notice was precluded by military necessity or otherwise impossible or unreasonable to give.
- The period of service must not have exceeded five years.
- The Employee must not have been dishonorably discharged or separated from the armed services under other punitive conditions, and

- The Employee must report back to the School in a timely manner or have given the Employer an application for reemployment in a timely manner.

The time limits specified in USERRA for the Employee's return to work or applying for reemployment are as follows:

- Less than 31 days of military service: the beginning of the first regularly-scheduled work period after the end of the calendar day of duty, plus time required to safely return home.
- 31 to 181 days: The Employee must apply for reemployment with the School no later than 14 days after completion of the military service obligation. If this is impossible or unreasonable, then as soon as possible.
- 181 days or more: The Employee must seek reemployment no later than 90 days after completion of military service.
- If the Employee is suffering from an illness or injury connected with the Employee's service, the application for reemployment or reporting for reemployment extends up to two years for those persons who are hospitalized or convalescing.

If it is impossible or unreasonable for the Employee to meet the above guidelines, the Employee must seek reemployment within a reasonable amount of time or as soon as possible.

The School offers equal opportunity to those Employees who apply for reemployment outside of the above dates. We apply the same rules as are applied to any other leaves of absence from the School. Benefits will be determined as though the employee had been continuously employed, based upon length of service.

Expense Reimbursement

You must have your supervisor's written authorization (requisition/purchase order, etc.) prior to incurring an expense on behalf of the School. To be reimbursed for all authorized expenses, you must submit an expense report/voucher accompanied by receipts and approved by your supervisor. Please submit your expense report/voucher, as you incur authorized reimbursable expenses.

If you are asked to conduct school business using your personal vehicle, you will be reimbursed at the rate in accordance with North Clackamas County School District policy. Please submit this expense on your expense report/voucher.

EMPLOYEE CONDUCT POLICIES

Anti-Harassment

Harassment Will Not Be Tolerated

Cascade Heights Public Charter School is committed to providing a campus and a workplace that is free of verbal, physical and visual forms of harassment to allow everyone to work in a productive, respectful and professional environment. Harassment in employment based on sex, race, national origin, color, religion, age, disability, national origin, sexual orientation, military status, victim's status, credit history, pregnancy, childbirth, genetic information, marital status, veteran status, or any other basis prohibited by local, state or federal law is strictly prohibited. Cascade Heights Public Charter School does not tolerate harassment, based upon any protected status, by anyone in the workplace - supervisors, co-workers, or non-employees. Employees who violate this policy are subject to discipline, up to and including termination of employment. Examples of harassment based on race, national origin, religion, age or disability can include, but are not limited to:

- ❖ Cartoons or other visual displays of objects, pictures or posters that depict such protected groups in a derogatory way;
- ❖ Verbal conduct, including making or using derogatory comments, epithets, slurs or jokes towards such groups.
- ❖ Physical harassment such as assault, impeding or blocking movement, unauthorized touching;
- ❖ any physical interference with normal work or movement when directed at any individual;
- ❖ Visual forms of harassment such as derogatory, offensive or sexually suggestive posters, cartoons, pictures or drawings displayed in the workplace; or
- ❖ Behavioral forms of harassment such as suggestive facial expressions or noises, leering or obscene gestures.

Sexual harassment is generally defined as unwelcome sexual advances, requests for sexual favors, or other visual, verbal or physical conduct of a sexual nature when:

- ❖ Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- ❖ Submission to or rejection of such conduct is used as a basis of any employment-related decision affecting the person who rejected or submitted to the conduct; or
- ❖ The conduct has the purpose or effect of unreasonably interfering with an employee's work or creates an intimidating, hostile or offensive work environment.

Sexual harassment includes harassment based on another person's gender or harassment based upon pregnancy, childbirth, or related medical conditions. It also includes harassment of another employee of the same gender as the harasser.

Examples of sexual harassment include, but are not limited to, the following types of

behavior:

- ❖ • Unwelcome sexual advances, like requests for dates or propositions for sexual favors;
- ❖ Excessive, one-sided, romantic attention in the form of requests for dates, love letters,
- ❖ telephone calls, emails or gifts;
- ❖ Offering or conditioning an employment benefit, like a raise, a promotion or a special job assignment, in exchange for sexual favors;
- ❖ Visual or physical conduct, like leering, making sexual gestures, or displaying sexually
- ❖ suggestive objects, pictures, cartoons, calendars or posters in the workplace;
- ❖ Verbal conduct, like making or using derogatory comments, epithets, slurs, teasing and
- ❖ jokes of a sexual nature;
- ❖ Graphic verbal or written comments (including emails, instant messages, or other electronic documents) about an individual's sex life or body;
- ❖ Sexually degrading words used to describe an individual;
- ❖ Suggestive or obscene letters, emails, instant messages, notes or invitations; and
- ❖ Unwelcome physical contact, including pats, hugs, brushes, touches, shoulder rubs, assaults, or impeding or blocking movements.

Cascade Heights Public Charter School is committed to taking reasonable steps to prevent harassment from occurring and will take immediate and appropriate action when we know that unlawful harassment has occurred. The cooperation of all employees at all levels is essential for the success of our anti-harassment policy.

What to Do If Harassment Occurs?

Each employee is responsible for supporting and adhering to this policy. Employees should never tolerate inappropriate behavior.

In many cases if an employee makes their personal feelings known to the offending persons, tells them the conduct is not appropriate, and asks them to stop, this may take care of the situation. However, if any employee is not comfortable doing this, then they must promptly report any offending behavior, whether such behavior is directed towards them personally or to other employees at CHPCS. Reports of offending behavior should be made to the Director or Human Resources. Employees are strongly encouraged to report concerns about discrimination or harassment before behaviors become severe or pervasive, as CHPCS prefers to stop discrimination or harassment before it violates anti-discrimination or anti-harassment laws. Supervisors and managers who know of or receive reports or complaints of offending behavior must promptly notify Human Resources so that appropriate action can be taken. Employees who observe or who know of or receive reports or complaints of offending behavior must promptly notify Human Resources so that appropriate action can be taken.

Employees found to be harassing other employees, or others with whom they come in contact during the course of all employment-related activities, will be immediately and appropriately disciplined, up to and including termination of employment.

Non-employees violating our policy will be held to the same standards as our employees,

which means immediate appropriate action will be taken, up to and including terminating the non-employee relationship.

If you feel you have been the victim of harassment by co-workers, supervisors, or non-employees, or if you observe conduct that may be harassment prohibited by this policy, please contact the Director or Human Resources immediately. Confidential investigations will be conducted promptly. Appropriate corrective actions will be taken upon completion of our investigation. If you are uncomfortable speaking to the Director, please feel free to bring your concerns directly to the board of directors. As our employee, you have a role in keeping CHPCS free of all such harassment.

Retaliation against employees for complaints regarding behaviors described above or other conduct addressed by this policy will not be tolerated.

Drug Free Workplace: Drug and Alcohol Policy

Cascade Heights recognizes and accepts its ongoing responsibility to protect the quality of the workplace and the safety of its employees. The School is a drug and alcohol free workplace. Drug and alcohol use by staff members will be handled in accordance with North Clackamas School District's policy. The school is committed to maintaining a drug-free workplace and strictly complies with the Drug-Free Work Place Act of 1988 and the Drug-Free Schools and Communities Act amendments of 1989.

Smoke-free Workplace

In accordance with District policy and the State of Oregon Smoke Free Workplace laws, smoking and the use of all tobacco products is prohibited on all School property.

Violence in the Workplace

The safety and security of all employees is of primary importance to CHPCS. Threats, threatening and abusive behavior, or acts of violence against employees, students, families, visitors, any other nonemployees or other individuals by anyone on School property will not be tolerated. Violations of this policy will lead to corrective action up to, and including, termination and/or referral to appropriate law enforcement agencies for arrest and prosecution. The School reserves the right to take any necessary legal action to protect its employees.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on School premises shall be removed from the premises as quickly as safety permits and shall remain off School premises pending the outcome of an investigation. Following investigation, the School will initiate an immediate and appropriate response. This response may include, but is not limited to, suspension and /or termination of any business relationship, reassignment of job duties, suspension or termination of employment, and/or criminal prosecution of the person or persons involved.

All employees are responsible for notifying management of any threats that they witness or receive or that they are told another person witnessed or received. Even without a specific threat, all employees should report any behavior they have witnessed that they regard potentially threatening or violent or which could endanger the health or safety of an employee when the behavior has been carried out on a School-controlled site or is

connected to School employment or School business. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threatening behavior and the person or persons being threatened. The School understands the sensitivity of the information and will make reasonable efforts to handle investigation and resolution of workplace violence or threats thereof confidentially.

Weapons Ban

CHPCS specifically prohibits the possession of weapons by any employee while at any worksite or School premises with the exception of required and/or School provided tools required to perform your job and in keeping with the conduct policy that restricts the wrongful use of School property. This ban includes keeping or transporting a weapon in a School or personal vehicle in a parking area of any School worksite or in any School vehicle. Employees are also prohibited from carrying a weapon while performing services off the School's business premises.

Outside Employment

What you do on your free time is your own business. However, if you are employed by the School in a full-time position, the School will expect that your position here is your primary employment. Any outside activity must not interfere with your ability to properly perform your job duties at the School. It is also expected that any outside activity will not reflect poorly on yourself or the School.

If you are thinking of taking a second job, notify the Director immediately. This decision will be thoroughly discussed with you to make sure that it will not interfere with your job at the School nor pose a conflict of interest. An example of work that would constitute a conflict of interest would be tutoring your own students of the School for a fee.

Communications

All correspondence, e-mail, newsletters, notes to parents is to be approved by the administration or designee prior to dissemination. Failure to adhere to this policy may result in disciplinary action.

In order to do our best, each of us expects and is entitled to be treated with regard by our coworkers. Communications between employees at all levels are required to be courteous, respectful and professional. When we are talking to or about each other, what we say and how we say it are important.

Gossip about individuals and abusive, vulgar language of any kind are contrary to our standard of communications.

Community Relations

The success of the School depends upon the quality of the relationships between the School, our employees, our parents, our students and the general public. In a sense, regardless of your position, you are the School's ambassador. The more goodwill you promote, the more our school community will respect and appreciate you and the School. Here are several things you can do to help give others a good impression of the School:

- Act competently and deal with individuals in a courteous, professional and respectful manner at all times.
- Communicate pleasantly and respectfully with other employees at all times.
- Follow up on questions promptly, provide professional replies to inquiries and requests, and perform all duties in an orderly manner.
- Present the best physical self-image you can, in dress and appearance.
- Take great pride in your work and enjoy doing your very best.

These are the building blocks for the School's and your continued success. Thank you for adding your support.

Non-Disclosure and Confidentiality

Confidential School information shall not be disclosed to any non-employee, vendor, or any other School. Confidential School information is not a subject for casual conversation between employees or family members. Student and employee information shall not be disclosed to any non-employee, vendor, other schools, employees, family members or friends, or any other party who is not entitled to such information.

Employees may be required to sign a non-disclosure agreement as a condition of employment. Treat any information as confidential unless you have express authorization, in writing and signed by the Director, to disclose such information. This policy does not limit you from exercising your rights under the National Labor Relations Act.

Suggestions

We believe the person doing a job is in the best position to think of ways of doing it more easily, more efficiently, and more effectively. If you think of a better way of doing your job or the job of a fellow employee, discuss it with your supervisor, who will welcome your suggestions and ideas. Remember, there may be areas in the School's operation that can be improved. These could be in teaching methods, equipment, communications, safety and ways to reduce costs and/or waste or other improvements for which you may see a need. Please give us the benefit of your unique experience and thoughts. Also, make sure to document your innovations and money-saving efforts and have them placed in your personnel file (include dates, detailed descriptions of your contributions, estimates regarding cost savings or profits generated, etc.) - these may favorably affect your wage, salary or promotion reviews.

We encourage all employees to bring forward their suggestions and good ideas about how our school can be improved and enhanced. When you see an opportunity for improvement, please talk it over with your immediate supervisor in order to help you bring your idea to the attention of the people in the School who will be responsible for possibly implementing it.

Standards of Conduct

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively, and harmoniously. Some people have problems with "rules" and "authority figures," and past experience may have justified these thoughts and feelings; however, at the School, we hold ourselves to a high standard of quality where the rules and authority figures must assure that quality is maintained.

By accepting employment with us, you have a responsibility to the School and to your fellow employees to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary.

When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our organization will be a better place to work for everyone.

Conduct Policy

Generally speaking, we expect each person to act in a mature, professional and responsible manner at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well as the benefit of the School. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed, please see the Director for an explanation.

As a disciplinary action, the School may do any, all, or none of the following: verbal or written warnings, suspend without pay, demote, discharge or take any other action it determines to be appropriate for departures from proper conduct or violation of School rules.

Occurrences of any of the following violations or activities, as well as violations of any the School rules or policies, may be subject to disciplinary action, including possible immediate dismissal. This list is not all-inclusive and, notwithstanding this list, **all employees remain employed AT WILL.**

1. Willful violation of any school rule; any deliberate action that is detrimental to the School.
2. Willful violation of security or safety rules or failure to observe safety rules or the School safety practices; failure to wear required safety equipment; tampering with the School equipment or safety equipment.
3. Negligence or any careless action that endangers the life or safety of another person or persons.
4. Being intoxicated or under the influence of controlled substance drugs while at work; use or possession or sale of controlled substance drugs in any quantity while on school premises except medications prescribed by a physician, which do not impair work performance.

5. Unauthorized possession of dangerous or illegal firearms, weapons or explosives on school property or while on duty.
6. Engaging in criminal conduct or acts of violence Making threats of violence toward anyone on school premises or when representing the School. Fighting, horseplay, or provoking a fight on school property, or negligent damage of property.
7. Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work; refusal to help out on a special assignment.
8. Threatening, intimidating or coercing fellow employees on or off the premises - at any time, for any purpose.
9. Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of school property, or the property of fellow employees, customers, suppliers, or visitors in any manner.
10. Theft of school property or the property of fellow employees; unauthorized possession or removal of any school property, including documents, from the premises without prior permission from management; unauthorized use of school equipment or property for personal reasons; using school equipment for profit.
11. Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by the School; alteration of school records or other school documents.
12. Violating the non-disclosure agreement or non-disclosure provisions of this Handbook; giving confidential or proprietary information to competitors or other organizations or to unauthorized employees; working for a competing business while a Cascade Heights Public Charter School employee; breach of confidentiality of personnel information.
13. Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
14. Immoral conduct or indecency on school property.
15. Conducting a lottery or gambling on school premises.
16. Unsatisfactory or careless work; failure to meet production or quality standards and deadlines as explained to you by your supervisor; mistakes due to carelessness or failure to get necessary instructions.
17. Any act of harassment, sexual, racial or on the basis of any other protected class; telling sexist or racial-type jokes; making racial or ethnic slurs.
18. Leaving work before the end of a workday or not being ready to work at the start of a workday without approval of your supervisor; stopping work before time specified for such purposes.
19. Sleeping on the job; loitering or loafing during working hours.
20. Excessive use of school time for personal calls or e-mails or other personal business.
21. Leaving your workstation during your work hours without the permission of your supervisor, except to use the rest room.
22. Smoking anywhere on School premises at any time.

23. Creating or contributing to unsanitary conditions in your classroom or on school grounds.
24. Posting, removing or altering notices on any bulletin board on school property without permission of the director or designee of the School.
25. Failure to report an absence or late arrival; excessive absence or lateness.
26. Buying school merchandise for resale or taking advantage of school profits (whether in cash or in-kind) for personal benefit.
27. Obscene or abusive language toward any supervisor, employee, student or parent; indifference or rudeness towards a parent, student or fellow employee; any disorderly/antagonistic conduct on school premises at any time.
28. Failure to immediately report damage to, or an accident involving school equipment.
29. Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on school premises.
30. Failure to maintain a neat and clean appearance in terms of the standards established by the School; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing.
31. Eating food and beverages in undesignated areas including inappropriate food or drink during school hours.
32. Failure to use your timecard; alteration of your own timecard or records or attendance documents; punching or altering another employee's timecard or records, or causing someone to alter your timecard or records.

This list is not complete and does not in any way amend your at will employment.

Dress Code and Appearance

You reflect the image of the School. We expect you to use good judgment in your grooming, hygiene and dress. A neat, tasteful appearance contributes to the positive impression you make on our students and their families. All employees are to be suitably attired and neatly groomed appropriately for your position during working hours or when representing the School.

Employee Dress Code

Our employee dress code is a set of standards to provide you with guidance about what is appropriate attire for work at our school. Our young students, their parents, and the greater community trust us to be mature, professional, capable and competent. Our outer appearance is the first indicator of these inner characteristics. Additionally, we set the example for our students' uniform dress code. Our employee dress code mirrors the requirements for the students' uniform dress code as follows:

Shoes: Black, white or navy only. Must offer firm support and resist slipping. Shoes must be secure on the feet and have a closed toe. Open toes, sandals, clogs, boots, crocs

and tennis shoes are not acceptable for normal school days and conditions. Combat boots, hiking shoes or high-heeled shoes over three inches are not allowed. Athletic shoes (tennis shoes) must have both a closed toe and a closed heel and neutral shoe laces and may be worn on special activity days in white or navy or black.

Socks/stockings: Solid white or navy blue socks or tights or neutral colored/ flesh toned stockings must be worn with all shoes. Socks must be visible above the shoe.

Pants: Tailored pants with zipper front; navy blue; no jeans, jeans style or cargo style. Dockers style is acceptable.

Shorts/Capris: Tailored walking shorts with zipper front; navy blue; no jeans or cargo style. Fitted at the waist and must be no more than three inches above the knee and may not be any longer than mid-calf.

Skirts/shorts//kilts: Solid navy blue. Fitted at the waist and must be no more than three inches above the knee and may not be any longer than the ankle.

Jumpers: Must have modest necklines. Must be worn over a collared, sleeved blouse. Must be no more than three inches above the knee and may not be any longer than the ankle.

Shirts/Blouses: Solid white only, short or long sleeves, collar. Polo shirts and turtlenecks -white only are acceptable. No T-shirt styles. All shirts must fit at the shoulders. All shirts MUST be tucked in.

Female employees are expected to wear a camisole or tank top beneath any shirt or blouse that reveals foundation garments. No revealing cleavage, midriffs or backs. No sheer or revealing fabrics. No sleeveless shirts or blouses.

***Please note** –Any shirt worn under the uniform shirt or blouse must be solid white without printing of any kind. In addition, the uniform shirt must be completely covering the undershirt (the top two buttons on the uniform shirt may be opened to expose the undershirt, but the undershirt may not be hanging out of either the sleeves nor the bottom of the uniform shirt.)

Ties: Any regular necktie or bowtie will be acceptable, in appropriate patterns and colors.

Sweaters: Solid primary red vests, cardigans or pullovers. Crew neck, V-neck and pullover are acceptable. (Our school red may be difficult to match. Please see samples in the office if you have a question.)

Sweatshirts: Solid primary red, no hoods. Crew neck, V-neck, zip front, button front and pullover are acceptable.

Outerwear: Any coat, sweater or sweatshirt may be worn for warmth outdoors but may not be worn indoors. NO HOODS of any type in the classroom.

Jewelry: Only watches, rings; and studs for pierced ears. No drop earrings. Modest necklaces, bracelets and brooches are acceptable. Jewelry must not create a distraction.

Scarves: Decorative neck scarves in uniform colors with modest patterns are acceptable accessories.

General Dress Code Information*

1. Hair is to be clean, neatly groomed and not interfere with eyesight. Extreme fads in cuts, styles, or designs are not acceptable. Two toned bleached hair and hair of an unnatural hair color is not allowed.
 2. Make-Up: Light make-up is acceptable. Glitter (of any kind) or heavily applied make-up is not acceptable (eyeliner, mascara, lipstick, etc.).
 3. Piercings are acceptable only if located in the ear lobes. Other body piercings must not be visible.
 4. No hats, caps, visors, bandanas or sunglasses are to be worn in the building.
 5. Clothing should be neat, tasteful and hemmed. Skirts, dresses, or slits can be no more than two inches above the knee. Cleavage, midriffs and backs must be covered.
 6. All shirts and blouses must have sleeves, collars and a modest neckline. No sheer, midriff, tight, or clingy tops. No stomach or back skin can show when both arms are raised above shoulder height. Sleeves should extend at least three inches down the arm beyond the edge of the shoulder.
 7. All clothing must be clean, unwrinkled and color correct. Colors should be clear and not dingy or faded. Fabric should not be pilled, torn or stained. White should be white, not grey or yellowed.
 8. Clothing should fit comfortably without being baggy, too tight or revealing.
- * Exceptions may be made to accommodate religious or for disability reasons.

Special Dress Days

Special Dress days must be approved by the Director and do not apply to employees. Formal Dress – Graduation. In keeping with appropriate dress and respect for certain events and occasions, Cascade Heights Middle School's Graduation is a formal dress day. Staff is expected to adjust to the special dress code guidelines:

- ✓ Dressy skirt and a blouse, dress shirt and/or sweater, dress shoes for female employees
- ✓ Dress and dress shoes for female employees
- ✓ If you wear a dress or shirt without sleeves to graduation, please bring a sweater or covering of some sort to wear.
- ✓ Dress slacks, dress shirt and/or sweater, dress shoes are required for male employees
- ✓ Ties and/or blazers are required for male employees.

Email \ Internet policy

Cascade Heights provides staff with email and Internet access for the benefit of the school and our students. To ensure compliance and usage, Internet access and usage will be handled in accordance with North Clackamas School District policy. This policy is included below for completeness.

Any and all electronic and telephonic communication and information transmitted by, from, or stored within the School's systems are the property of the School and are to be used only for School-related purposes. This includes, but is not limited to, e-mail,

telephone conversations, computer programs, word processing, the Internet, facsimile, or copy machine. Personal use of the Internet, including social networking sites such as Twitter and Facebook, and blogging, is strictly prohibited. Employees should always ensure that the business information contained in e-mail messages is entirely appropriate. No offensive, harassing, fraudulent, defamatory or illegal information may be contained in any electronic or telephonic communications. Confidential or proprietary information should not be sent outside of the School or provided to those without School business need. Dissemination or printing of copyrighted, trademarked, or patented material, including software programs, is prohibited.

Downloading or accessing any information or accessing any sites from the Internet of an inappropriate or salacious nature is strictly prohibited. Such conduct or any violation of this policy may subject an employee to discipline up to and including termination.

Housekeeping

Neatness and good housekeeping are signs of efficiency. You are expected to keep your work area neat and orderly at all times – it is a required safety precaution as well as reflecting upon the orderly operation of the School.

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

Please report anything that needs repairing or replacing to the administration immediately.

Open Door Policy

CHPCS promotes an atmosphere whereby employees can talk freely with members of the management staff. Employees are encouraged to openly discuss with their supervisor any problems so appropriate action may be taken. If the supervisor cannot be of assistance, the Director is available for consultation and guidance. CHPCS is interested in all of our employees' success and happiness with us. We, therefore, welcome the opportunity to help employees whenever feasible.

Internal Investigations and Searches

From time to time, CHPCS may conduct internal investigations pertaining to security, auditing or work related matters. Employees are required to cooperate fully with and assist in these investigations if requested to do so. Such inspection can occur at any time, with or without advance notice or consent.

Whenever necessary, in the School's discretion, work areas (i.e., desks, file cabinets, etc.) and personal belongings (i.e., brief cases, handbags, etc.) may be subject to a search without notice. Employees are required to cooperate.

The School generally will try to obtain an employee's consent before conducting a search of work areas or personal belongings, but may not always be able to do so.

The School may exercise its right to inspect all packages and parcels entering and leaving

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our premises.

Personal Calls

Please keep your personal phone calls to a minimum - they must not interfere with your work. You are permitted to make local area calls on the phones in the administration areas for essential personal business, such as family emergencies and changed plans.

Cellular Phone Usage

Personal cellular phones are not to be used during regularly-scheduled work hours except for school business. This prevents distractions from your job and prevents unsafe operation of equipment, machinery and vehicles. Messages may be returned during your breaks or prep periods.

The School requires the safe use of cellular telephones by employees while conducting business. Employees should not use cellular telephones while driving because of safety concerns but should instead pull to the side of the road to make or receive telephone calls.

Voice Mail & Intercom

Voice mail messages are a form of communication that may be heard by someone other than the intended recipient. Please ensure that any such messages, either received or sent, are stated in language that is appropriate professional language. Any messages that violate our standards of conduct, harassment policies, or any other School policy may result in disciplinary action, up to and including termination of employment.

The School's intercom system is to be used by authorized personnel only for business purposes. There are no exceptions.

Child Abuse Reporting

Child abuse reporting is mandatory for all Cascade Heights School employees and will be handled in accordance with North Clackamas School policy. This policy is included below for completeness.

All school employees are subject to this policy and related standard practices and reporting protocols.

“Any district employee in the performance of his/her official duties who has reasonable cause to believe that a student has suffered abuse or that an adult has abused a child shall report suspected child abuse to the Department of Human Services or law enforcement and to the principal/unit manager.

Child abuse by school employees shall not be tolerated. Each school building shall post the name and contact information for the person designated for the school building to receive reports of suspected child abuse by school employees, and the procedures the person will follow upon receipt of a report.

Information reported will be kept confidential and handled by the proper authorities.

Persons reporting such information in good faith who have reasonable grounds for reporting will have immunity from any liability, civil or criminal, and in judicial proceedings resulting from such report as described and defined in Oregon law.”

Workplace Safety

Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all Cascade Heights School activities. We want to protect you against injury and illness, as well as minimize the potential loss of production.

Please report all injuries (no matter how slight) to your supervisor immediately, as well as anything that needs repair or is a safety hazard. Below are some general safety rules.

Your supervisor may provide other safety rules in handouts or post other safety procedures in your department or work area:

- Avoid overloading electrical outlets with too many appliances or machines.
- Use flammable items, such as cleaning fluids, with caution.
- Walk - don't run.
- Use stairs one at a time.
- Notify your supervisor if you or a co-worker becomes ill or is injured.
- Ask for assistance when lifting heavy objects or moving heavy furniture.
- Keep cabinet doors and file and desk drawers closed when not in use.
- Never empty burning material into a waste basket or open receptacle.
- Sit firmly and squarely in chairs that roll or tilt.
- Wear or use appropriate safety equipment as required in your work.
- Avoid "horseplay" or practical jokes.
- Start work on any machine only after safety procedures and requirements have been explained (and you understand them).
- appropriate personal protective equipment, like shoes, hats, gloves, goggles, hearing protectors, etc., in designated areas or when working on an operation which requires their use.
- Keep your work area clean and orderly, and the aisles clear.
- Stack materials only to safe heights.
- Watch out for the safety of fellow employees and students.
- Use the right tool for the job, and use it correctly.
- Wear gloves whenever handling castings, scrap, barrels, etc.
- Operate motorized equipment only if authorized by your immediate supervisor. All operators must be licensed by the School.

Remember, failure to adhere to these rules may be considered serious infractions of safety rules and may result in disciplinary actions.

Security

Maintaining the security of Cascade Heights School buildings and vehicles is every employee's responsibility. Develop habits that insure security as a matter of course. For example:

- Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.
- Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them, should the need arise.

- When you leave the School's premises make sure that all entrances are properly locked and secured including windows and doors.

ACKNOWLEDGEMENT

I, _____, acknowledge that I have received, read, and understand the Employee Handbook dated _____ [or revised _____]. I understand the Employee Handbook summarizes various employment policies and procedures applicable to my employment with the School.

I further understand that the Employee Handbook is not an employment agreement or contract for employment. **I have been told and I understand that my employment with the School is “AT WILL” which means it may be terminated at any time, with or without cause, with or without notice, by either me or the School. I also understand that I may be demoted, my job responsibilities may change, or my benefits altered after I accept employment with the School with or without cause and with or without notice.**

I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Director or in consultation with the School's Board of Directors at any time.

I am aware that during the course of my employment confidential information will be made available to me. I understand that this information must not be given out or used outside of the School's premises or with non-Cascade Heights School employees. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any other individual.

I understand that this Handbook supersedes any prior handbooks or policy manuals regarding employment with the School issued by the School. I understand that the School may add to, modify, or delete any of the policies and procedures contained in the Employee Handbook from time to time.

I agree to perform my job and otherwise act in a manner consistent with the Employee Handbook and any subsequent additions, modification, or deletions, which may be implemented by the School during my employment. I agree to perform my job and otherwise act in a manner consistent with all CHPCS policies, procedures, processes and protocols.

I understand that, should the content be changed in any way, the School may require an additional signature from me to indicate that I am aware of and understand any new policies. I understand that my signature below indicates that I have read and understand the above statements and have received a copy of the Employee Manual.

I further agree that disputes related to my employment shall be resolved by binding

arbitration as set forth in the Employee Handbook. . I agree that the School may make deductions from my final paycheck as outlined in this Handbook.

Employee's Printed Name Position

Employee's Signature Date