

LAKE WALES

CHARTER SCHOOLS

EMPLOYEE HANDBOOK

BENEFIT INFORMATION

Clint Wright, Superintendent

LWCS MISSION STATEMENT

“To bring the best of public education to our community by providing innovation and choice within a continuous pre-school through postsecondary curriculum so that each child recognizes the benefits of life-long learning, constructive citizenship and personal happiness.”

The information provided in this handbook is intended to advise employees of Lake Wales Charter Schools, Inc., of the various policies, procedures, benefits, and services available to them. It is not an employment contract. This handbook will be revised as needed.

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EMPLOYEE HANDBOOK & BENEFIT INFORMATION

Section 1 Opening

Welcome from Superintendent
Board of Trustees for Lake Wales Charter Schools, Inc.
Board of Trustee Meeting Dates & Times
Central Office Staff & School Administration
Commitment Statement

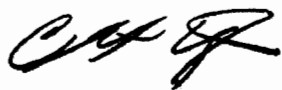
Welcome to Lake Wales Charter Schools where....

Teachers Believe... and Children Achieve

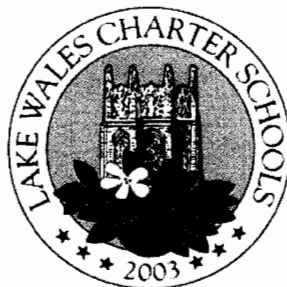
As the Superintendent of Lake Wales Charters Schools, let me welcome you to the best town in the State of Florida to work; a town that is committed to its children and their education, and that has the lives of its families at the forefront of its daily activities. A town that has stepped up, taken a leap, and created a charter system that is second to none. I'm proud that you have chosen to work with us and to lead the children of Lake Wales into the future. Our charter schools are full of hardworking, dedicated administrators, teachers and support staff that create a safe and orderly school campus for our students on a day-to-day basis. Our schools have come a long way in the short two years we have been in existence. We have a long way to go, and we are forging ahead at rapid speed. New technology is in every classroom, students have laptops for learning, gardens are growing producing food for our students to sell, science labs have been furnished, and students are exposed to advanced placement classes, engineering classes, the medical field and dual college enrollment. With your help we will go even farther and become stronger. We can only complete the task of creating a great educational system for the children in Lake Wales with your help and commitment to our goal.

We hope that you will find the Lake Wales Charter Schools a great place to work, I know I do. Please read your handbook, and familiarize yourself with its contents. This handbook is intended to be an instrument to advise or employees of the various policies, procedures and benefits available to them. Should you have any questions please drop by, let me know your concerns or ideas for improvement. My door is always open.

Sincerely,



Clint Wright, Ed.D., Superintendent
Lake Wales Charter Schools, Inc.



LAKE WALES CHARTER SCHOOLS, INC.

Board of Trustees

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Lake Wales, FL 33853
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Joyce.otte2@verizon.net

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**LAKE WALES CHARTER SCHOOLS, INC.
BOARD OF TRUSTEES WORK SESSION & BOARD MEETING SCHEDULE
2006-2007 SCHOOL YEAR**

Work Sessions (3:30 PM)

June 15
July 13
August 17
September 14
October 19
November 9
December 14
January 18, 2007
February 8
March 15
April 19
May 17, 2006
June 14

Board Meetings (5:00 PM)

June 19
July 17
August 21
September 18
October 23
November 13
December 18
January 22, 2007
February 12
March 19
April 23
May 21
June 18

All Work Sessions and Trustee Board Meetings will be held at the Lake Wales Charter Central Office unless otherwise noted. These times and locations are subject to change at the leisure of the Board.

CENTRAL OFFICE ADMINISTRATIVE STAFF

Superintendent of Schools

Clint Wright, Ed.D.
863-679-6560, ext. 225
cwright@lwcharterschools.com

Chief Finance Officer

Brian Fisher
863-679-6560, ext. 223
bfisher@lwcharterschools.com

Executive Assistant to the Superintendent & Board Secy.

Sue Medders
863-679-6560, ext 226
smedders@lwcharterschools.com

Director of Development (Grants/Foundation)

Bunny Wetzel
863-679-6560, ext. 227
bwetzel@lwcharterschools.com

Director of Exceptional Student Education

Kay Weaver
863-679-6560, ext. 232
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Finance Assistant

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863-679-6560, ext. 229
djohnson@lwcharterschools.com

Payroll Secretary

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863-679-6560, ext. 230
jhood@lwcharterschools.com

Human Resources Secretary

Joanne Thornton
863-679-6560, ext 228
jthornton@lwcharterschools.com

Health Services

Paula Alford, R.N.
863-604-8266
Paula.Alford@Polk-fl.net

Questions Call:

Payroll, Leave, Employment Verification – Julie Hood
Purchasing, Finance, Accounting – Diane Johnson
Retirement, Insurance, Personnel – Joann Thornton
Sch. Issues, Bd. Info. Procedures - General – Sue Medders
Exceptional Student Education – Kay Weaver
Health Issues – Paula Alford, RN

SCHOOLS ADMINISTRATIVE STAFF

Dale R. Fair Babson Park Elementary

Principal: Ken Henson

Assistant Principal: Elizabeth Tyler

Principal's Secretary: Jan Pitman

Phone: 863-678-4664

Hillcrest Elementary

Principal: Damien Moses

Assistant Principal: Debbie Hunt

Principal's Secretary: Amy McKinney

Phone: 863-678-4216

Janie Howard Wilson Elementary

Principal: Beverly Lynne

Assistant Principal: TBA

Principal's Secretary: Betty Moment

Phone: 863-678-4211

Polk Avenue Elementary

Principal: Donna Dunson

Assistant Principal: Gail Quam

Principal's Secretary: Melva Arceo

Phone: 863-678-4244

Lake Wales High School

Principal: Clark Berry

Asst. Principal Admin.: Eugene Kendrick

Asst. Principal Curriculum.: Debra Stinson

Asst. Principal Facilities: Chris Reams

Principal's Secretary: Tami Lefstead

Phone: 863-678-4222

LAKE WALES CHARTER SCHOOLS, INC COMMITMENT STATEMENT

- 1. Lake Wales Charter Schools, Inc. (LWCS) is committed to recruiting and selecting highly qualified and innovative employees.**
- 2. LWCS will provide a working environment and leadership which unites employees and generates enthusiasm for the education and enrichment of the children of the Lake Wales Community.**
- 3. LWCS is committed to maintaining the highest educational standards.**
- 4. LWCS understands the importance of its employees in the educational success of its students.**
- 5. LWCS is committed to providing training and advancement opportunities for its employees, parents and students.**
- 6. The LWCS's Superintendent is committed to an "open door" policy for employees, parents and students.**
- 7. LWCS is committed to keeping its employees informed about his or her job responsibilities and any changes which will impact those responsibilities.**
- 8. LWCS is committed to providing a safe and orderly environment for its employees to work and its students to learn.**

**EMPLOYEE HANDBOOK &
BENEFIT INFORMATION**

**Section II
State Statute Policies**

Code of Ethics
Discrimination Policy Statement
Drug Free Workplace
Harassment of Employees
Toxic Substances

EDUCATION STANDARDS COMMISSION
The Code of Ethics of the Education Profession in Florida and the Principles of
Professional Conduct of the Education Profession in Florida
Chapter 6B-1 Florida State Board of Education Academic Rules Adopted: June 15, 1982
Amended: November 24, 1998

6B-1.01 Code of Ethics of the Education Profession in Florida

1. The educator values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards is the freedom to learn and to teach the guarantee of equal opportunity for all.
2. The educator's primary professional concern will always be for the student and for the development of the student's potential. The educator will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.
3. Aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents and of other members of the community, the educator strives to achieve and sustain the highest degree of ethical conduct.

6B-1.06 Principles of Professional Conduct for the Education Profession in Florida

1. The following disciplinary rule shall constitute the Principles of Professional Conduct for the Education Profession in Florida and shall apply to any individual holding a valid Florida teacher's certificate.
2. Violation of any of these principles shall subject the individual to revocation or suspension of the individual teacher's certificate or the other penalties as provided by law.
3. Obligation to student requires that the individual:
 - a. Shall make reasonable effort to protect the student from conditions harmful to learning or to health or safety.
 - b. Shall not unreasonably restrain a student from independent action in pursuit of learning.
 - c. Shall not unreasonably deny a student access to diverse points of view.
 - d. Shall not intentionally suppress or distort subject matter relevant to a student's academic program.
 - e. Shall not intentionally expose a student to unnecessary embarrassment or disparagement.
 - f. Shall not intentionally violate or deny a student's legal rights.
 - g. Shall not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background exclude a student from participation in a program; deny a student benefits; or grant a student advantages and shall make reasonable effort to assure that each student is protected from harassment and discrimination.
 - h. Shall not exploit a professional relationship with a student for personal gain or advantage.
 - i. Shall keep in confidence personally identifiable information obtained in the course of professional services, unless disclosure serves professional purposes or is required by law.
4. Obligation to the public requires that the individual:
 - a. Shall take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.
 - b. Shall not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.
 - c. Shall not use institutional privileges for personal gain or advantage.
 - d. Shall accept no gratuity, gift, or favor that might influence professional judgment.
 - e. Shall offer no gratuity, gift, or favor to obtain special advantages.

5. Obligation to the profession of education requires that the individual:
 - a. Shall maintain honesty in all professional designs.
 - b. Shall not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization.
 - c. Shall not interfere with a colleague's exercise of political or civil rights and responsibilities.
 - d. Shall not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and further, shall make reasonable effort to assure that each individual is protected from such harassment or discrimination.
 - e. Shall not intentionally make false or malicious statements about a colleague.
 - f. Shall not use coercive means or promise special treatment to influence professional judgment of colleagues.
 - g. Shall not misrepresent one's own professional qualifications.
 - h. Shall not submit fraudulent information on any document in connection with professional activities.
 - i. Shall not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position.
 - j. Shall not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
 - k. Shall provide upon request of the certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
 - l. Shall not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these Principles of Professional Conduct for the Education Profession in Florida and other applicable Florida Statutes and State Board of Education Rules.
 - m. Shall self-report within 48 hours to appropriate authorities (as determined by district) any arrest/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within 48 hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of Sections 943.0585(4) C and 9432.059(4) C, Florida Statutes.
 - n. Shall report to appropriate authorities any known allegations of a violation of the Florida School Code or State Board of Education Rules as defined in Section 231.28(1), Florida Statutes.
 - o. Shall seek no reprisal against any individual who has reported violation of Florida School Code or State Board of Education Rules as defined in Section 231.28(1), Florida Statutes.
 - p. Shall comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practices.
 - q. Shall, as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

DISCRIMINATION POLICY STATEMENT

No employee, student, or applicant shall on the basis of race, color, national origin, sex, disability, marital status, age, religion, or any other basis prohibited by law be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity or in any employment conditions or practices, conducted by the Polk County Public School System.

Statutory Authority: Section 230.22(2), Florida Statutes

Law Implemented: Section 228.2001, Florida Statutes

DRUG FREE WORKPLACE

In compliance with the Drug-Free Workplace Act of 1988, the LWCS publishes an annual statement notifying employees that unlawful possession, use, or distribution of illicit drugs and alcohol by employees is prohibited. This includes any school-related activities away from or on LWCS premises.

Any employee violating the policy shall be immediately suspended by the Superintendent of LWCS, and the Superintendent will report any violation to the School Board. Upon completion of investigation further action, could result in termination of employment.

Failure by any LWCS employee to report a known violation of this policy will constitute an act of insubordination and willful neglect of duty. Employees need to be aware that compliance with the LWCS Policy is mandatory and violators will be referred for prosecution.

Employee Assistance Programs are available by contacting the LWCS Central Office, Human Resources, at 679-6560.

HARASSMENT OF EMPLOYEES

Sexual and/or Racial

The Lake Wales Charter Schools, Inc. forbids the discrimination against any employee, applicant for employment, or student on the basis of sex or race. The Board will not tolerate sexual/racial harassment activity by any of its employees. This policy also applies to non-employee volunteers who work subject to the control of school authorities.

Sexual harassment consists of unwelcomed sexual advances, request for sexual favors, and other inappropriate verbal, nonverbal, graphic, written, or physical conduct of a sexual nature when:

- submission to such conduct is made, either explicitly or implicitly, as a term or condition of employment or of an individual's education.
- submission to or rejection of such conduct by an individual is used as the basis for an employment or academic decision affecting that individual; or
- such conduct substantially interferes with an employee's work performance or student's academic performance, or creates an intimidating, hostile, or offensive work or school environment.

Sexual harassment, as defined above, may include but is not limited to the following:

- verbal, non-verbal, graphic, and written harassment or abuse;
- pressure for sexual activity;
- repeated remarks to a person with sexual or demeaning implications;
- unwelcome or inappropriate touching;
- suggesting or demanding sexual involvement accompanied by implied or explicit threats concerning one's employment.

Racial harassment consists of verbal, nonverbal, graphic, written, or physical conduct that denigrates or shows hostility or aversion toward any employee based upon race when such conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment; or when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or employment opportunities.

Racial harassment as defined above, may include but is not limited to the following conduct which is based upon race:

- epithets and slurs;
- written or graphic material that shows hostility or aversion toward an individual or group;
- negative stereotyping;

- threatening, intimidating or hostile acts.

SPECIFIC PROHIBITIONS

It is sexual harassment for a LWCS employee or non-employee volunteer to use his or her authority to solicit sexual favors or attention from subordinates or students, including but not limited to incidents when the subordinate's or student's failure to submit will result in adverse treatment, or when the subordinate's or student's acquiescence will result in preferential treatment. It is racial harassment for a school board employee or non-employee volunteer to create or be responsible for a racially hostile environment i.e., harassing conduct that is sufficiently severe, pervasive, or persistent so far as to interfere with or limit the ability of an employee or student to participate in or benefit from services, activities, or privileges provided by the District.

PROCEDURES

Any person who alleges sexual/racial harassment by any staff member may use the Education Equity Complaint/Grievance procedure or may complain directly to his/her supervisor or equity Coordinator. If the direct administrator or supervisor is the offending person, the report should be made to the next higher level of administration or supervision or the Equity Coordinator. Filing of a complaint or otherwise reporting sexual/racial harassment will not affect the individual's status, future employment, future promotion, extracurricular activities or work assignments.

The right to confidentiality, both of the complainant and of the accused, will be respected, consistent with the Board's legal obligations, and with the necessity to investigate allegation of misconduct and take corrective action when this conduct has occurred.

In determining whether alleged conduct constitutes sexual/racial harassment, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated. The Superintendent or designee has the responsibility of investigating and resolving complaints of sexual/racial harassment.

A substantiated charge against a Board employee shall subject such employee to disciplinary action, including but not limited to warning, suspension, or termination, subject to applicable procedural requirements.

Any employee, applicant for employment, student, or applicant for admission who believes he/she has been discriminated against or harassed is encouraged to contact his/her supervisor or building principal or the Office of the Superintendent at:

Sue Medders, Executive Assistant to the Superintendent
151 Central Avenue East
Lake Wales, Florida 33853
Telephone: 863-679-6560
FAX: 863-679-6565
Email: SMedders@LWCharterSchools.com

(Note: The term "racial harassment" in this policy refers to all forms of discrimination prohibited by Title VI-race, color, and national origin.)

Statutory Authority: Section 230.22(2), Florida Statutes
Law Implemented: Section 231.28(5), Florida Statute

TOXIC SUBSTANCES AT WORK

Employees have a right to know about exposures to toxic substances in the workplace. Under the Florida Right-to-Know Law, Chapter 442, Florida Statutes, employers must provide employees with information about the toxic substances with which they work and train employees in safe handling practices and emergency procedures. A list of toxic substances is listed at each school or hiring location.

EMPLOYEE HANDBOOK &
BENEFIT INFORMATION
2003-2004

SECTION III
Policies and Procedures

Attendance/Promptness
Arrests
Certification
Change of Address
Conflict of Interest
Courier Mail
Direct Deposit
Dress Code
Electronic Mail
Evaluations
Fingerprinting & Background Checks
Grievance Procedures
Network/Internet Policy
Operation/LWCS Vehicles
Personal Mail/Telephone Calls
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Staff/Student Relations
Suspensions/Dismissals
Tobacco Free Environment
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Transfers
Use of LWCS Property
Vacancies/Promotion Procedures
Vacation
Weapons

ATTENDANCE AND PROMPTNESS

Because we serve the public, getting to work on time and being present every day are most important. The public expects and has a right to demand prompt and efficient service. If you must be absent, it is your responsibility to notify your principal or supervisor at once. This allows him/her to reassign your work and maintain a high standard of service. Excessive absenteeism may be grounds for disciplinary action or dismissal. We cannot operate as effectively when an employee is absent.

ARRESTS

Any employee, who is arrested or charged with any crime, including driving under the influence of alcohol or controlled substances, must notify his or her department director or principal of the alleged charges/allegations. Instructional personnel must self-report within 48 hours to their supervisor, principal or Superintendent any arrest/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Failure to self-report may result in disciplinary action.

CERTIFICATION

Florida Law requires all teachers to possess a valid Florida Educator's Certificate for full-time teaching. There are two types of certificates issued by Florida for full-time teaching: the five-year Professional Certificate and the three-year non-renewable temporary certificate. Securing and updating a certificate is the responsibility of each teacher. The state certification office processes applications for initial certification, certain add-ons, and all other services for non-employees. The multi-purposes form is on the LWCS website at www.lwcharterschools.com under staff/info/forms. The state certification office approves all coursework for certification purposes. Teachers must call the toll free number 1800-445-6739 with the following information: the name of the institution; the course prefix, number and title; the certification requirement they are attempting to satisfy by completing the course. This line is extremely busy during registration periods, so be sure to plan ahead. Also, you can e-mail the Dept. of Education at edcert@fldoe.org. Please include your name and social security number in your e-mail.

You may access the Florida Department of Education website: <http://www.fldoe.org/edcert/> for the following services: Certification Lookup, Application Status Lookup and Request Materials. If you click on Application Status Lookup, you will be prompted to create a Login I.D. and Password. Once you are on this site, you will be able to access the following information about your certification file: the status/progress of your valid application and Statements of Status of Eligibility; a record of any valid Florida educator's certificate that you hold; the official transcripts, score report and information received from the district within the last calendar year.

Teachers who hold three-year non-renewable temporary certificates must follow their Statement of Status of Eligibility. This document is an individualized listing of all the deficiencies that you must satisfy in order to be issued a Professional Certificate. State law requires that you submit a passing score on all sections of the General Knowledge exam within the first twelve months of employment. Passing scores earned on the CLAST prior to 7/1/02 are acceptable. If your Statement of Status of Eligibility reflects that you have specific testing requirements to meet, the district certification office has the registration bulletins and test information you need. For more information about the requirements listed on your Statement of Status of Eligibility, you may visit the Department of Education's website: http://www.fldoe.org/edcert/cert_types.asp.

For reappointment purposes, all of the deficiencies outlined on your Statement of Status of Eligibility must be completed and documented with the principal and the LWCS Central Office Human Resources no later than April 1 of the year of expiration of your temporary certificate.

Teachers who hold five-year Professional certificates must renew their certificates every five years. During the validity period of this certificate, you are required to earn either 120 in-service points or six semester hours of college credit. Information pertaining to renewal requirements is available on the Florida Department of Education's website: <http://www.fldoe.org/edcert/renew.asp>. The earliest that the LWCS Human Resource office will accept your application for renewal is July 1 of the year of expiration of your professional certificate.

If you are teaching out-of-field, proof of six semester hours of coursework earned must be submitted to the LWCS Office by your anniversary date each year. If you are in an area that can be added to your certificate with

a passing score on a subject area examination, it is expected that you earn a passing score on the appropriate subject area examination and apply to have that subject area to your certificate before the end of your first year in that out-of-field assignment. A passing score on the appropriate subject area test will satisfy all the content area coursework. However, if you did not major in education, you will still need to complete the Professional Preparation Coursework as outlined on your Statement of Status of Eligibility.

When you earn a higher degree from an accredited institution, you must submit an official transcript with the higher degree conferred to the LWCS Human Resource Services Division. A pay change can be effected as soon as official transcripts are received in the LWCS HR/Payroll office.

CHANGE OF ADDRESS

To receive a Form W-2 and other necessary payroll and retirement related information, it is necessary for your correct name and address to be on file with the LWCS Central Office. Should you marry, divorce, or move, please submit, in writing your name and mailing address, along with a new copy of your changed social security card if applicable, to the LWCS Central Office, Payroll Office at P. O. Box 3309, Lake Wales, Florida 33859-3309 or fax to (863) 679-6565 attention Payroll.

CONFLICT OF INTEREST

Any LWCS employee who also works for an organization doing business with LWCS must reveal such a contractual agreement, in writing, to the Superintendent. The Superintendent may approve such an arrangement; however, if the Superintendent determines the relationship to be a conflict of interest, he/she will request that the employee terminate his/her employment with either the organization or the LWCS.

COURIER MAIL PROCEDURES AND GUIDELINES

Interdepartmental mail is delivered to school district related facilities via the Polk County School Board courier service. The couriers handle only district mail for LWCS. U. S. Mail is taken care of by individual schools and the LWCS Central Office. It is important to note that the courier service provided by the district is intended for business related mail only, and employees should not use the courier to send mail or packages of a personal nature.

Please adhere to the following tips when using the PCSB courier service.

- ✓ Envelopes or packages should be clearly marked with the recipient's name, work location, and Courier Route designation along with the sender's name and work location. Packages or envelopes not clearly marked cannot be delivered.
- ✓ When mailing large numbers of letters via U.S. mail, the sender should contact the courier office to determine whether or not bulk mailing rates are appropriate.
- ✓ When using overnight services (FedEx, UPS, or the U.S. Postal Service), please evaluate the necessity of using overnight air express. Sending a package or letter overnight air express to cities in Florida typically is not necessary and is very expensive. Letters and packages can be delivered via overnight ground transportation at a significantly lower cost.
- ✓ Packages in excess of 50 pounds cannot be delivered by the courier service.
- ✓ Couriers cannot wait at stops for mail to be processed. The outgoing mail must be in the designated location prior to the courier's arrival.
- ✓ Courier routes are published annually and are provided at the beginning of each school year. Routes can also be accessed via the Support Services homepage (<http://www.pcsb.k12.fl.us/transportation/>) under helpful docs.
- ✓ For additional information or assistance call the PCSB courier office at 534-0702 or 51500.

DIRECT DEPOSIT (MANDATORY)

Electronic direct deposit is a condition of employment with Lake Wales Charter Schools for all salaried and wage employees who are employed or reemployed on or after July 1, 2006. Electronic direct deposit assures that an employee's pay is in their checking or savings account on payday even if they are sick or on vacation.

Direct Deposit Authorization forms must be completed at the time of hire to have their semi-monthly pay directed to a checking or savings account of their choice. Direct Deposit Authorization forms are included in the new employee packet, available at the LWCS Payroll office, and on the LWCS Website under staff/forms. It is the employee's responsibility to notify the Payroll office if the individual's bank account changes. This is accomplished through the Direct Deposit Authorization Form.

Please note that to insure accuracy of the employee's depository account information, the first pay after submission of a Direct Deposit Authorization Form will be a physical payroll check. After the pre-note cycle all future pay will be electronically deposited with employees receiving a pay advice on payday that details pay information.

LWCS is not responsible for service fees assessed by a bank when employees make transactions on their account prior to direct deposit funds being credited to their account. A replacement payroll check for any reason may be subject to a processing fee.

DRESS CODE

Lake Wales Charter Schools recognizes that teachers are role models and teaching as a professional demands setting a good example for students in every possible way. As adults and professionals LWCS staff are expected to be guided in their grooming habits by what is most generally acceptable in the business and professional world, i.e. no short shorts, showing midriffs or revealing clothing. Neatness and cleanliness are also important. Each school principal may set guidelines for their staff to adhere to.

ELECTRONIC MAIL

Lake Wales Charter Schools contracts with Polk County School for electronic mail (e-mail) accounts. Accounts shall be used to enhance communication for work-related duties. The use of e-mail accounts must be in support of education and/or research that is consistent with the educational goals and policies of the Polk County School Board. The employee in whose name the account is issued is responsible at all times for its proper use. Behavior that is inconsistent with this policy may result in disciplinary action which may include possible termination or legal action.

LWCS Policies:

- * Unauthorized use includes, but is not limited to:
 - ▲ The creation and exchange of messages that are offensive, harassing, obscene, or threatening
 - ▲ The exchange of privileged, confidential, or sensitive information outside of the organization or outside the defined privileged group
 - ▲ The creation and exchange of advertisements, solicitations, chain letters, and other unsolicited e-mail
 - ▲ The creation, storage, or exchange of information in violation of copyright laws
 - ▲ Reading or sending messages from another user's account, except under proper delegated arrangements
 - ▲ Altering or copying a message or attachment belonging to another user without the permission of the originator
- * The principal/supervisor must be notified immediately of any unauthorized use of your account or any other breach of security. Since Polk County Schools provides internet services to LWCS employees they (PCSB) nor LWCS are liable for any loss you may incur as a result of someone else using your password or account, either with or without your knowledge.
- * Users must not compromise the privacy of their password by giving it to others or exposing it to public services. Passwords should be changed at least every 90 days.

EVALUATIONS

Lake Wales Charter Schools expects high performance of all its employees. Evaluations help employees identify their strengths and weaknesses, as well as opportunities for professional growth and development.

Classroom Teacher Evaluation

In accordance with state law, LWCS uses the state approved evaluation system and forms from the Polk County School Board for assessing the performance of teachers and other instructional personnel.

Non-instructional Personnel Evaluation

All non-instructional personnel in the LWCS will receive a copy of the PCSB Assessment Handbook, which includes the evaluation form and procedures for conducting the evaluation. Performance of non-instructional personnel will be judged by the employee's daily work. A performance review conference, based on the routine observation of an employee's work, will be made by the supervisor once a year. If you have questions about the evaluation process, discuss them with your supervisor, principal, or the Superintendent.

FINGERPRINTING AND BACKGROUND CHECKS

All new employees will be fingerprinted and receive a Level II criminal background check before employment is confirmed. A new fingerprint check will be conducted on all existing employees every five (5) years or sooner should the Board of Trustees deem it necessary.

All employees operating a LWCS vehicle will have their driving records reviewed every year.

GRIEVANCE PROCEDURES

Purposes : To set forth an orderly method for processing grievances to a resolution and to secure, at the lowest level possible, solutions to complaints or grievances.

Definitions : A grievance is defined as a claim by a grievant that there has been a violation, misinterpretation, misapplication, or inequitable application of the terms of a contract, Board policy, rule or regulation. A grievance concerning Board policy, rule or regulation, may only be carried through Steps I, II, and III.

A grievant may be an employee or a group of employees.

The employer is the Lake Wales Charter Schools, or those in the role of management for The School Board of Polk County, Florida.

Days mean working days excluding Saturday, Sunday, and holidays.

Immediate supervisor is that individual in the role of management for the Board. Each teacher shall have only one immediate supervisor at a particular school or department.

Procedures

1. It is important that grievances be handled as rapidly as possible. The number of days indicated at each level should be considered a maximum. If the grievant fails to initiate a grievance or submit to the next step within the time limits as provided, the problem will be deemed to have been resolved. If the immediate supervisor fails to respond to the grievance within the time limits as provided, the grievance may be carried to the next step immediately. However, time limits may be extended by mutual agreement by either party upon one day's written notice to the other party. Such extension shall not exceed ten (10) working days, except in cases of emergency.
2. When grievance meetings and conferences are held during school hours, all employees whose presence is required by either party to provide information with regard to the grievance shall be excused from their regular duties without loss of pay. All meetings shall be by mutual agreement.
3. When illness or other incapacity of the grievant or managerial representative of the Board prevents his/her presence at a grievance meeting, as soon after the originally rescheduled date as is possible for both parties. The time limits shall be extended to such time that the grievant or representative of the Board can be present.
4. All documents, communications and records dealing with the processing of a grievance shall be filed separately from personnel files of the participants, and this information shall not be transmitted outside the Lake Wales Charter Schools, except as is required by lawful parties in court cases or subpoenas.
5. In the event a grievance is filed on or after June 1, time limits for the informal procedure, Steps I and II shall consist of a total of seven (7) days so that the grievance may be resolved before June 30. If the grievance is continued to Step III, the Board shall consider this grievance within fifteen (15) days following the Conclusion of Step II.
6. During the informal procedure, if there are administrators present in addition to the principal and a member of his/her managerial staff, the teacher shall be entitled to have additional assistance available.

Resolution Procedure

Informal Procedure: If an employee believes he/she has a grievance, he/she shall first discuss the matter in good faith with his/her immediate supervisor in an effort to resolve the problem informally. This action shall take place within fifteen (15) days after the grievant knew or could reasonably have been expected to know of the event giving rise to the grievance.

At the informal procedure, the grievant may request additional assistance. The immediate supervisor or principal may have a member of his managerial staff, or if none exists, an assistant principal from another school at the meeting in the event the grievant has additional assistance. In this informal action, the grievant shall advise his/her supervisor of the particular incident resulting in the grievance. No record shall be maintained except for a dated and signed statement verifying the fact that an informal discussion has been held. The immediate supervisor will respond to the grievance within two (2) days after the informal meeting.

Step I

If as a result of the informal discussion with the immediate supervisor a grievance still exists, the grievant shall, within ten (10) days after the informal discussion, submit to the superintendent a completed copy of the grievance form (Appendix A). This time limit shall not apply in cases where the nature of the grievance is continuous, or when the resolution agreed to at the informal level has not been or cannot be implemented. Within ten (10) days after the receipt of the written grievance, the superintendent or his designee shall arrange and meet with the grievant in an effort to resolve the grievance. The superintendent shall indicate his/her disposition of the grievance in writing at the appropriate place on the grievance form within five (5) days after such meeting and send copies thereof to the grievant.

Step II

In the event the grievant is not satisfied with the disposition of the grievance made by the superintendent, or if no disposition has been made within five (5) days of such meeting, then within ten (10) days thereafter, the grievance shall be transmitted to the Board by filing a copy with the chairman of the Board. The Board shall within fifteen (15) days meet publicly for the purpose of listening to any oral arguments presented by the grievant and the superintendent. The grievant and the superintendent shall simultaneously exchange briefs outlining their positions and related documents without oral testimony. The disposition by the Board shall be made and announced within three (3) days of the public hearing. A copy of such disposition shall be furnished to the grievant, the immediate supervisor, and the superintendent.

Step III

In the event the grievant is not satisfied with the disposition of the grievance by the Board, the grievance may be submitted to arbitration before an impartial arbitrator. Notice of such submission shall be given in writing to the superintendent within five (5) days after the grievant has received a written disposition from the Board. The arbitrator shall be selected from the American Arbitration Association in accord with its rules, which likewise govern the arbitration proceedings.

MISCELLANEOUS PROVISIONS

1. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement.
2. The Board and the grievant shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.
3. If the Board refuses to arbitrate a grievance arising under this agreement, the arbitrator appointed according to the above grievance procedure shall proceed on an ex parte basis.
4. No reprisals of any kind shall be taken against any party in interest participating in the grievance procedure.
5. Any teacher for whom a grievance is sustained shall be reimbursed in accordance with the award of the arbitrator.
6. Should either party request a transcript of the proceedings at Step IV, then the party shall bear the full costs of the transcript. If each party requests a transcript, the cost of the two transcripts will be divided equally between the parties.
7. Each party shall bear the full cost of its representation at all steps of the grievance procedure.

NETWORK USE AND INTERNET ACCESS POLICY

Polk County School District offers access to network resources and the Internet to our schools. Usage is a privilege granted to LWCS employees and students. The use of the network and the Internet must be in support of educational and professional activities that are consistent with the educational goals and policies of the Polk County School Board. The user is responsible at all times for its proper use. Behavior that is inconsistent with these policies and guidelines may result in disciplinary action and/or legal action.

General Network Use

The network includes all computers and other peripheral devices on school district property that are interconnected to the local/wide area network. It is provided for users to conduct research, complete assignments, print assignments, use instructional programs, and use media center electronic catalog.

Internet Access

The Internet ("World Wide Web") encompasses a multitude of libraries, databases and resources beyond the school district local/wide area network. It is provided for users to access educational resources to conduct research, complete assignments, use instructional programs and use media center on-line catalogs.

General Network Use and Internet Access Policies

Unauthorized use includes, but is not limited to:

- Violations of laws and regulations regarding:
 - Copyrighted and trademark material
 - Threatening, obscene or profane material
 - Licensing agreements
 - Plagiarism
- Vandalism, which is defined as malicious attempt to harm or destroy network resources, data of other user, the Internet or other networks. This includes the creation of, or uploading of, computer viruses on the Internet or host site.
- Use of the Internet or network for financial gain or illegal activity

- Use of another individual's network access including use of another individual's network username and password.
- Congestion of network by consuming large amounts of bandwidth, including but not limited to:
Network/Internet games
Streaming video and audio
Teleconferencing
Downloading very large files without prior approval of technology staff
- Hacking or any attempt to gain access to networks
Browsing networks to obtain IP addresses and other network information
Accessing the networks without prior authorization
Use network resources or other resources with the intent of preventing or interfering with the transmission of voice, data, pictures, or anything that can be transmitted over the network.
Trespass on other's work, files or folders, and attempt to, or take action to, access, modify, harm or destroy data of another user.
- Circumventing proxy servers, firewalls or other filtering software.
- Using unauthorized telephone services, including long distance calls.

OPERATION OF LWCS VEHICLES

Some employees, may operate LWCS owned or leased vehicles. These vehicles are to be used for LWCS business only. Safety belts must be worn at all times. Any employee who is assigned a LWCS vehicle and acquires excessive at-fault traffic citations is subject to disciplinary action and may have his/her driving privileges canceled. This could cause termination of employment.

PERSONAL MAIL AND TELEPHONE CALLS

Please have all personal mail delivered to your residence.

While occasional personal telephone calls may be made during work hours, such calls should not interfere with performance of job responsibilities, emergencies excepted. Preferably, such calls should be made during planning time, break time, before and after the official workday, or during lunch. Employees should remember that the school's telephone system, including long distance telephone calls, and the various school telephone systems, is not to be used for personal long distance telephone calls, unless the calls are billed to a personal credit card or a personal telephone number. **Please refrain from using personal cell phones during school hours unless it is an emergency or directly necessary for the flow of daily school operations, or during your planning period or lunch break.**

PERSONNEL RECORDS

Personnel/employment records are processed and maintained in the LWCS Human Resource Services Office All personnel files are public records and as such are available for public inspection. If you would like to review your personnel file, please feel free to contact the Human Resource Services Department for an appointment.

The LWCS Human Resource office should be notified in writing of any changes in personal status such as changes in name, address or marital status. Please notify the LWCS HR Department regarding any changes in beneficiary for life insurance purposes and/or changes in the number of dependents.

REASSIGNMENTS

In the event that the administration determines that an involuntary transfer to another school or hiring location must occur, the employee shall be notified of the decision in writing.

RESIGNATIONS

When an employee leaves a position, proper notice should be given. A letter of resignation indicating the date you plan to leave and the reasons should be submitted to your supervisor. Please give at least two weeks notice to ensure you leave in good standing. It is important that you leave the district in good standing to protect your

eligibility for rehiring. If you are absent from work without permission from your supervisor, this may be considered as your having resigned and could result in the forfeiting of all rights to reemployment. The Personnel Action Form should be signed and submitted with the letter of resignation and exit interview attached. For more information, contact the LWCS Human Resource Office. For further information regarding health, life and disability insurance upon resignation or retirement please see section IV.

SICK/PERSONAL LEAVE

Each employee will earn personal leave days according to the contract period worked in accordance with the following schedule:

- 10-month employees – 10 days per year or 80 hours.
- 11-month employees – 11 days per year or 88 hours.
- 12-month employees – 12 days per year or 96 hours.

All days for the year will be credited at the beginning of the contract period. If an employee terminates prior to actual accrual of days used, excess days will be deducted from the last paycheck.

There will be no differentiation between “sick” and “personal” days. Employees must advise the principal/administrator of the need to take leave and complete a sick/personal leave form. Instructional personnel must use the SEMS system to make arrangements for a substitute.

Employees may accrue up to 30 days of leave, based on the schedule listed above. After accruing 30 days, employees will be reimbursed for the excess days at 50% of their current daily rate of pay. This reimbursement will be made at the end of the school year in which the excess days are earned.

The following require prior approval from the principal/administrator:

1. Leave prior to a holiday
2. Summer school leave
3. Partial day
4. Leave without pay

The following do not require use of sick/personal leave days:

1. Military Duty
 - a. Up to 17 days leave with pay
2. Jury Duty (Not related to personal litigation) leave with pay
3. Illness/injury in the line of duty
 - a. Up to 10 days leave with pay
4. Leave of absence without pay for the following:
 - a. Family/Medical Leave
 - b. Maternity/Parental Leave
 - c. Extended Personal Leave
 - d. Extended Military Duty Leave (beyond 17 paid days)

An employee on leave from the School Board of Polk County who has accumulated sick leave with the School Board may have access to that leave under the following “long term illness” provisions:

- The employee has a “long term illness” that will require him/her to be absent from work for more than 10 workdays.
- The employee has exhausted his/her sick/personal days accrued with LWCS.
The employee completes a form requesting use of the School Board sick leave days.
- Definition of “long term illness”:
 - Personal illness (including pregnancy)
 - Illness or death of father, mother, brother, sister, husband, wife, child, other close relative or member of own household

STAFF/STUDENT RELATIONS

Staff members shall maintain professional relationships with students at all times and develop wholesome and constructive relationships with them. Staff members shall be expected to regard each student as an individual and to accord each student the rights and respect that is his/her due.

Staff members shall promote a learning environment that encourages fulfillment of each student's potential in regard to his/her program, consistent with LWCS goals and with optimal opportunities for students. This goal may be reached by adapting instruction to individual needs, by:

1. Insisting on reasonable standards of scholastic accomplishment for all students.
2. Creating a positive atmosphere in and out of the classroom.
3. Extending the same courtesy and respect that is expected of students; and
4. Treating all students with consistent fairness.

Staff members shall use good judgment in their relationships with students beyond their work responsibilities and/or outside the school setting and shall avoid excessive informal and social involvement with individual students. Any appearance of impropriety shall be avoided. Inappropriate relationships between employees and students shall be prohibited.

SUSPENSIONS/DISMISSALS

Under certain conditions, a supervisor may recommend to the Superintendent the suspension or dismissal of an employee. The grounds for immediate suspension or dismissal have been outlined throughout this employee handbook.

TOBACCO-FREE ENVIRONMENT

Tobacco use is prohibited in all LWCS buildings. Smoking and tobacco use is permitted in outdoor designated smoking areas only. Employees at each school site will be responsible for providing the designated smoking and tobacco use areas at no expense to the LWCS. Compliance is expected and required. Violations of this policy will result in appropriate action being taken, the same as a violation of any other LWCS policy.

Tobacco use is defined as the carrying or smoking of any kind of lighted pipe, cigar, cigarette or any other smoking equipment or material or the chewing or sniffing of a tobacco product.

TEMPORARY DUTY LEAVE

Temporary duty leave is authorized for all Employees who are assigned by the Principal and/or Superintendent to be on duty at such a place or places removed from their regular place of duty. The Principal and/or Superintendent is authorized under these policies to reassign Employees to temporary duty as deemed necessary and to execute payment for reimbursement of expenses. Temporary duty requests should be submitted to the Principal and/or Superintendent at least 4 weeks prior to the date of the leave in order to have prior approval. With proper prior approval from an employee's supervisor, overnight stays are permitted for out of county travel (including Tampa and Orlando) and will be reimbursed according to policy.

TRANSFERS

Employees may request transfers based on advertised vacancies. Employees who wish to transfer to a different work site during the school session shall submit a transfer request to principal for the specific vacancy being advertised. For a list of vacancies you can check the LWCS website at www.lwcharterschools.com or call LWCS Central Office Human Resources.

USE OF LWCS PROPERTY

The LWCS provides you with necessary equipment, and materials to carry out the job assigned to you. If you are assigned any equipment, it becomes your responsibility to exercise care in its operation. Personal use of materials, supplies, tools, or other equipment is not permitted. Violation could result in disciplinary action up to dismissal, criminal prosecution, or both.

VACANCIES/PROMOTION PROCEDURES

The LWCS maintains a website to provide employees with knowledge of all vacancies. Information is updated on a daily basis. The vacancy notice remains on the LWCS website for a minimum of five (5) days. An employee seeking a new or vacant position within the LWCS is encouraged to access the website on a consistent basis. Current employees are given priority consideration for all promotion opportunities and will not discriminate on the basis of race, color, national origin, sex, disability, marital status, age, religion, or any other basis prohibited by law.

VACATION

Vacation policy for 12-month employees with continuous creditable years of service is:

0-5 years: 13 days per year

6-10 years: 16 1/4 days per year

More than 10 years: 19 1/2 days per year

The number of years credited for vacation must have been spent in LWCS. Only years when the employee was on a 10 month basis or longer will be used. Any service break of more than three days without leave will break continuity, and the employee must start at zero years if re-employed.

Employees cannot carry more than 40 days vacation to the next calendar year.

Vacation time must be approved by the Principal or Superintendent or his/her designee and should be planned so that normal operation of the school or department is not affected. Payment for vacation shall be at the employee's current daily rate of pay. The number of sick and vacation days an individual has accrued is listed on each paycheck stub and is converted into hours according to the number of hours worked per day.

WEAPONS/FIREARMS

It is the expressed policy of the LWCS that no weapons/firearms shall be taken upon school property by any one other than law enforcement personnel. All persons, including school personnel, violating the provisions of this policy, while on LWCS property or while attending school activities, wherever located, shall be immediately reported to the proper law enforcement authority. Employees violating the above provisions shall also be reported to the Superintendent of LWCS and to the Professional Practice Commission. The Superintendent shall report any Employee violation of the provisions hereof to the LWCS Board of Trustees and shall also include a recommendation for disciplinary action, which may include suspension or dismissal. Authorized school programs requiring the usage of firearms shall be exceptions.

Section IV
Insurance & Benefits

Employee Assistance Program
Insurance Benefits & Policies
Injury & Illness in the Line of Duty
Leave of Absence
Retirement & DROP Program
Unpaid Leave & Employee Benefits
Workers' Compensation

EMPLOYEE ASSISTANCE PROGRAM

Lake Wales Charter Schools is committed to helping its employees maintain an optimum quality of life. CIGNA Behavioral Health is pleased to provide an exciting benefit called the **Employee Assistance Program (EAP)**. The EAP is a confidential resource that helps you and your household members find answers to various kinds of personal concerns, offers consultation, support, information and planning, as well as referrals to professional resources in your community. There is no charge to you for these services and it is confidential.

The EAP is available 24 hours a day, 7 days a week. The EAP toll-free phone number is 1-888-371-1125.

Your EAP benefits include the following:

- 1-3 Face-to-Face sessions with a counselor in your area.
- Legal Assistance: Free ½ hour telephonic or face-to-face consultation with an attorney.
- Child care: Resource and referrals for child care providers, before and after school programs, camps, adoption organizations and information on parenting questions and prenatal care.
- Senior care: Resource and referrals for home health agencies, assisted living facilities, social and recreational programs, and long distance care giving.
- Pet care: Resource and referrals for pet sitting, obedience training, veterinarians, and pet stores.
- *Healthy Rewards: Our Healthy Rewards program offers participants discounts on a wide range of complementary health care services and products including massage therapy, chiropractic care, acupuncture, vision and hearing care, vitamin and herbal supplements, non-prescription health and beauty products, and more.*
- *Financial Assistance: Resources on managing credit, budgeting, and debt consolidation.*

You and your household members can also get EAP assistance and information via our website:

www.cignabehavioral.com. Click on the "Log in" link, and then enter your Employer ID in lowercase letters with no spaces, and your PIN. Employer ID: **lwcharterschools**, PIN: **employee**. Then you can visit the Education and Resource Center, find a provider in your area, get an online authorization, and more. If you have any questions, please call us at 1-888-371-1125.

INSURANCE BENEFITS AND POLICIES

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Accidental death and dismemberment insurance is available for all employees of LWCS through their life insurance which is provided by LWCS. Upon termination or retirement, you have 31 days from the date of your termination of employment with the LWCS to convert to an individual policy. For more information contact the LWCS Benefits office at (863) 679-6560 extension 228 for the appropriate conversion form.

DISABILITY INSURANCE

The disability policy can not be converted into an individual policy. Coverage ends the day you stop active work.

HEALTH INSURANCE

Health Insurance is provided to all LWCS employee. The coverage will include medical, prescriptions, dental, and long-term disability. You may purchase coverage for your spouse and child(ren). The insurance carrier is Cigna Insurance and the local provider is Mulling Insurance Agency, Inc., located in Auburndale. If you have any questions about your health insurance coverage, please contact Joanne Thornton at the LWCS Central Office at (863) 679-6560 or Dawn Horn or Kevin Mulling at Mulling Insurance at (863) 967-4454. If you have enrolled in the LWCS health and dental insurance plan, your coverage will continue until the end of the month in which you terminate employment. According to federal law (COBRA), you have the option to extend continuous coverage for as long as 18 months at your own expense and without a Lake Wales Charter Schools contribution. Premiums are 102 percent of the premiums for regular coverage, and are required 45 days after the election of Extended Coverage. If you want to elect Extended Coverage, please complete the COBRA enrollment forms that will be sent to your home address under separate cover after termination. These forms must be returned within 60 days of termination of employment or receipt of the enrollment forms, whichever is later. Please contact the LWCS Benefits office at (863) 679-6560 extension 228 for complete instructions.

FLEXIBLE REIMBURSEMENT ACCOUNTS

Flexible reimbursement accounts are available to all LWCS employees. If you participate in the Dependent Care or Medical Flexible Spending Accounts, you have three (3) options when you terminate your employment with the LWCS; (1) deduct the remaining contributions from your last paycheck and continue participation until the end of the month in which you terminate employment; (2) deduct your regular monthly contribution from your last paycheck and continue participation until the date on which you terminate employment; or, (3) continue participation until the end of the Plan Year as a COBRA participant. If you choose option 3, you will be responsible for paying your current election, your current account administrative fee, and the COBRA administrative fee of two percent on a monthly basis. This monthly payment will be due on or before the first of each month through the end of the current Plan Year. Please contact the LWCS Benefits office at (863)679-6560 for more information about each of these options.

Note: Claims for expenses incurred while participating in these programs must be file within 90 days of the date of termination from the plan. Funds remaining after the 90-day grace period will be forfeited.

LIFE INSURANCE

LWCS furnishes each employee with \$20,000 of life insurance at no cost to them. You have 31 days from the date of your termination of employment with the LWCS to convert your life insurance coverage to an individual policy. A medical examination is not required. The life insurance carrier determines the cost of your converted policy. If you wish to convert your life insurance, please contact the LWCS Benefits office at (863) 679-6560 extension 228 for the appropriate conversion form.

LONG-TERM DISABILITY INSURANCE

LWCS provides long-term disability insurance for all LWCS employees at no cost to them.

SUPPLEMENTAL BENEFITS

Sunbelt Worksite Marketing is the approved provider for supplemental benefits (cancer, short-term care, vision) that you may wish to purchase. For additional information, please contact Sunbelt Worksite Marketing at (863)967-8045.

INJURY AND ILLNESS IN THE LINE OF DUTY

Leave for Injury/Illness in the Line of Duty is granted for up to 10 days per year when an employee (eligible for benefits) is absent because of personal injury that occurred while working or because of illness from a contagious or infectious disease contracted while working. Contagious or infectious disease refers to those normally related to children, such as measles, chicken pox, mumps, etc.

In order to be eligible for this protection, the injury must be reported to the Workers' Compensation carrier. Treatment must be provided by an approved Workers' Compensation doctor. Whenever possible, doctor appointments are expected to be coordinated between the employee, Workers' Compensation Carrier and the doctor's office to be the least disruptive to the normal working day

The Illness/Injury in the Line of Duty form should be filed within 24 or as soon there after as possible. The employee must provide documentation from the Workers' Compensation doctor in order for time to be approved.

LEAVE OF ABSENCE

Unless otherwise specified by law, leave is granted at the discretion of the LWCS. Policies about leave are designed to protect school operation from unnecessary interruption due to absences. When employees apply for leave, they must complete the appropriate form and include the reason for requesting the leave in writing. The Principal or Superintendent of LWCS may cancel the leave if it is used for a different purpose or cause. Leave is generally granted in advance, not retroactively. However, emergencies that cannot be anticipated are considered "granted" in advance if they are promptly reported. Except for military leave, leave cannot be granted beyond July 1 of the next fiscal year. However, a new application may be filed at the expiration of leave, with new leave granted at the discretion of the Principal and/or Superintendent of LWCS. The person on leave is responsible for requesting a renewal; it is not automatic. If a renewal is not requested, employment will be terminated.

Types of Leave

- Professional
- Military
- Jury Duty
- Court Duty or Maternity
- Family Medical Leave
- Vacation
- Illness-in-the-Line-of-Duty
- Temporary Duty
- Personal Without Pay, including
- Personal With Pay Extended Illness
- Extended Sick With Pay, Thirty days or more (If sick leave is available)

RETIREMENT

The Florida Retirement System (FRS) is an employee-noncontributory system. This means that your employer, Lake Wales Charter Schools, makes the total contribution for you. No money is deducted from your salary to pay for your retirement. The employer contributions are not refundable. The FRS has been employee-noncontributory since January 1, 1975. Social Security contributions are automatically deducted from your salary and matched by the LWCS on your behalf.

The Florida Retirement System now makes available two retirement plans, the Defined Benefit Plan and the Investment Plan. Under the Defined Benefit Plan, you are vested after you have completed six (6) years of creditable service. Vesting refers to your earned right to receive a retirement benefit when you reach normal or early retirement age, even though you may have terminated before that age. Normal retirement is 62 years of age or 30 years of service regardless of age. If you have at least six years of creditable service but have not reached your normal retirement age as described above, you can take early retirement. The amount of your benefit is reduced 5% for each year you are under age 62.

Under the Investment Plan, you are vested after you have completed one (1) year of creditable service. This benefit is based on return of investments or progress. It is more portable and is better for employees who are short term.

If you are preparing to retire, certain steps should be taken to ensure that there will be no loss of benefits to you. The following is a description of steps you may wish to follow:

PLAN AHEAD

Decide when you intend to retire. To be eligible for benefits, you must terminate all relationships with ALL FRS employers and not be reemployed by any FRS employer within the next calendar year following your initial retirement. There are exceptions to the reemployment law for retirees reemployed in certain positions with educational institutions. For example, instructional personnel may work on a substitute or OPS basis 30 calendar days after retirement.

REQUEST AN ESTIMATE

Within two years of your proposed termination date, you are encouraged to request an audit of your years of service, and you may request an estimate of benefits by obtaining Form FR 9 from the Human Resource Services Department. The Division of Retirement will send you the estimate of benefits. It will show the estimated retirement benefits to which you are entitled.

APPLY FOR RETIREMENT BENEFITS

Three to six months before your termination date, request a retirement application from the LWCS Human Resource Services Department. Questions regarding retirement options should be forwarded to the LWCS Human Resource Services.

HEALTH INSURANCE AND LIFE INSURANCE

You may elect to retain the benefits that you are enrolled in at the time of retirement. You may decrease benefits at retirement, but you may not increase them.

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

The Deferred Retirement Option Program (DROP) is a program which became effective July 1, 1998, and allows you to retire and begin accumulating your retirement benefits without terminating employment for up to 60

months from the date you first reach normal retirement (age 62 or 30 years of service). While participating in DROP, your monthly retirement benefits remain in the FRS Trust Fund, earning tax-deferred interest, while you continue to work (but you do not earn additional service credit for retirement). When the DROP period ends, you must terminate all employment with FRS employers. At that time, you will receive payment of the accumulated DROP benefits and begin receiving your monthly retirement benefit (in the same amount as determined at retirement, plus annual cost-of-living increases).

UNPAID LEAVE AND EMPLOYEE BENEFITS

If you go on official unpaid leave, you are entitled to any and all of your benefits. However, for as long as you are on leave, to the extent permitted by law, the LWCS does not contribute to your health or life insurance coverage's. You will be responsible for payroll deductions that you would have paid if you were still on active status, plus the amount the LWCS would have contributed. If you fail to pay your bill, the LWCS Human Resource Office may cancel the coverage. Employees on leave are entitled to the same annual enrollment that active employees have.

Vacation policy for 12-month employees with continuous creditable years of service is:

0-5 years: 13 days per year

6-10 years: 16 1/4 days per year

More than 10 years: 19 1/2 days per year

The number of years credited for vacation must have been spent in LWCS. Only years when the employee was on a 10 month basis or longer will be used. Any service break of more than three days without leave will break continuity, and the employee must start at zero years if re-employed.

Employees cannot carry more than 40 days vacation to the next calendar year.

Vacation time must be approved by the Principal or Superintendent or his/her designee and should be planned so that normal operation of the school or department is not affected. Payment for vacation shall be at the employee's current daily rate of pay. The number of sick and vacation days an individual has accrued is listed on each paycheck stub and is converted into hours according to the number of hours worked per day.

For additional information on Leave of Absence requirement and procedures, please contact the LWCS Central Office Payroll department.

WORKERS' COMPENSATION

If you are injured on the job, you are protected by the Florida Workers' Compensation Law. If you are hurt on the job, regardless of how slight an injury, report it to your supervisor or principal. You may think the injury insignificant at the time, but it could develop into something that requires medical care, and a report should be on file for you to receive treatment.

This benefit is provided by state statute, and there are rules and procedures both you, as the employee, and your employer must follow. Further, there are stiff penalties for fraud.

The LWCS provides safety equipment that must be used when engaging in certain activities. Be sure to use this protection because you could be penalized if you are injured while not doing so. A good example is a car seat belt. Using it not only protects you against injury but protects your rights under Workers' Compensation and your ability to recover from the responsible party.

Should you be involved in an accident while under LWCS employment a drug test may will be conducted this includes any and all job injuries.

**EMPLOYEE HANDBOOK &
BENEFIT INFORMATION**

**Section V
Payroll Services**

Additional Work
Direct Deposit
Payment Schedule
Payment of Unused Sick and/or Vacation
Payroll Deductions

ADDITIONAL WORK

Will I be paid for additional work and overtime?

It depends on whether or not the additional work is related to your regular job function and whether you have your supervisor's approval prior to working any additional hours. Also, whether or not you receive additional compensation depends on whether or not you are classified as "Overtime Exempt" or "Overtime Non-Exempt" under Wage and Hour Law. If you are Non-Exempt, you will receive additional compensation; if you are Exempting, you **will not** receive additional compensation.

Some Non-Exempt Positions

Secretaries
Paraprofessionals
Foodservice Assistants
Custodians
Clerical Staff
Maintenance

Some Exempt Positions

Principals
Assistant Principals
Teachers
Guidance Counselors
Central Office Professionals
Central Office Administrators

If you are Non-Exempt, you must have prior approval of your immediate supervisor/ principal before you actually work outside of your normal planned working time.

If the additional work is outside of the realm of your regular job, and you have received proper approvals in advance, you will be compensated for the work at the rate of pay associated with the job you are performing. In this instance, it makes no difference whether you are classified as Overtime Exempt or Non-Exempt; you will be compensated. As an example, a teacher may work at night teaching at the Adult School and be compensated at a set hourly rate different from her normal hourly rate assigned to her daytime job.

How will I be paid for my additional work?

An employee's normal daily working hours on scheduled workdays is referred to as Planned Working Time. Employees who fall under the Overtime Non-Exempt category (employees who are covered by Wage and Hour Law) will be compensated for time worked outside of their planned working time. Hours worked at the employee's regular job and outside of Planned Working Time will be paid as **Additional Time** at the employee's regular hourly rate of pay. Hours worked in excess of 40 hours in a work week, will be paid as **Overtime 1.5x**, at one and one-half the employee's regular hourly rate of pay. (The work week begins Saturday at 12:00AM (midnight) and ends Friday at 11:59 PM.) For example, a secretary works 42 hours and is scheduled to work 37.5 hours. She will receive hourly rate of pay up to 40 hours and 2.0 hours (Overtime 1.5x) at one and one-half her hourly rate.

Hours worked at a job which is not related to the employee's regular job will be compensated at a special hourly rate of pay as decided upon in advance. Another example would be when an employee attends a required in-service training class outside of normal hours.

DIRECT DEPOSIT (MANDATORY)

Electronic direct deposit is a condition of employment with Lake Wales Charter Schools for all salaried and wage employees who are employed or reemployed on or after July 1, 2006. Electronic direct deposit assures that an employee's pay is in their checking or savings account on payday even if they are sick or on vacation.

Direct Deposit Authorization forms must be completed at the time of hire to have their semi-monthly pay directed to a checking or savings account of their choice. Direct Deposit Authorization forms are included in the new employee packet, available at the LWCS Payroll office, and on the LWCS Website under staff/forms. It is the employee's responsibility to notify the Payroll office if the individual's bank account changes. This is accomplished through the Direct Deposit Authorization Form.

Please note that to insure accuracy of the employee's depository account information, the first pay after submission of a Direct Deposit Authorization Form will be a physical payroll check. After the pre-note cycle all future pay will be electronically deposited with employees receiving a pay advice on payday that details pay information.

LWCS is not responsible for service fees assessed by a bank when employees make transactions on their account prior to direct deposit funds being credited to their account. A replacement payroll check for any reason may be subject to a processing fee.

PAYMENT SCHEDULE

Checks will be distributed on the 15th and the last working day of each month. If the 15th or end of the month falls on a holiday, checks will be distributed on the last working day before the 15th or the end of the month. If you begin work on or before the 15th of the month, and you have submitted your completed employment paperwork, you will receive your first check on the last business day of the month. If you begin work after the 15th of the month, you will receive your first check on the 15th of the next month.

Timely payment depends on proper paper work being completed in time to meet payroll cut-off.

PAYMENT OF UNUSED LEAVE UPON TERMINATION OR RETIREMENT

If your employment is terminated prior to the end of the school year, your sick leave balance will be adjusted to the amount you have actually earned. Calculations will be made as follows:

1. First thru Third Years of Service – 35% the daily rate of pay at termination times the number of days of unused sick/personal days accumulated.
2. Fourth, Fifth, and Sixth Years of Service – 40% of the daily rate of pay at termination times the number of days of unused sick/personal days accumulated.
3. Seventh, Eighth, and Ninth Years of Service – 45% the daily rate of pay at termination times the number of days of sick/personal days accumulated.
4. Ten Years or more of Service – 50% the daily rate of pay at termination times the number of sick/personal days accumulated.
5. Accumulated vacation days will be paid at 100% of the daily rate of pay at termination.

PAYROLL DEDUCTIONS

Deductions can be taken from employees' paychecks to cover items such as health and life benefits, supplemental insurance coverage provided by outside carriers, charitable contributions such as the United Way, court ordered garnishments, and Tax Sheltered Annuities. Board sponsored health and life coverage will be provided to employees upon employment and again each year during the open enrollment process. Other deductions are arranged between the employee and the company providing the insurance coverage or services. A standard authorization card should be given to the payroll secretary at the school indicating the amount of the monthly deduction with the employees' signature evidencing authorization of the deduction. When deductions start is subject to the payroll deadline each payroll period. For questions regarding payroll deductions please contact the Central Office payroll department.

Section VI

Additional Resources

Acknowledgement of Receipt of Handbook
And
Code of Ethics/Principles of Professional Conduct

ADDITIONAL LWCS REFERENCES

In addition to this Employee Handbook, other excellent reference sources are:

LWCS School Handbooks

Vacancy Postings, LWCS website at lwcharterschools.com

LWCS Policies & Procedures

Information about our system and LWCS policies can be accessed from our website at www.lwcharterschools.com under section for employees. You can also access our vacancies from the website.

School/Department Handbooks

Individual Schools produce the handbooks/handouts specific to the campus and population of the individual school. This is a great source for specific policies and procedures, available instructional materials, and campus “whereabouts.”

ADDITIONAL REFERENCE SOURCES

Countless numbers of additional reference sources can provide you with the information that you are seeking. Below is a listing of just some of the sources which contain information relevant to the information presented in this Employee Handbook.

AIDS Hotline

US Public Health Service 1-800-342-AIDS
State Hotline 1-800-272-AIDS

Americans with Disabilities Act

1-800-669-EEOC TDD number 1-800-800-3302

Division of Workers' Compensation-Employee Assistance Office

1-800-342-1741

Education Standards Commission: The Code of Ethics of the Education Profession

Florida Education Center, Room 224
325 West Gaines Street
Tallahassee, FL 32399
850-488-1523 Suncom 278-1523

Equal Employment Opportunity Commission

1801 L Street, NW
Washington, DC 20507
Information on all EEOC-enforced laws 1-800-669-EEOC
TDD number for hearing impaired 1-800-800-3302
FACTS SHEETS 202-663-4395 or 202-663-4399 (TDD)

FIRN Yellow Pages

FIRN, Dept. of Education
FEC B1-14,
Tallahassee, FL 32399-0400
850-487-911 Suncom 277-0911

Florida Commission of Education Reform and Accountability

107 West Gaines Street, Suite 224-B
Tallahassee, FL 32399-0400
850-922-7179 Fax 850-922-7179

Florida Retirement System-Division of Retirement

Division of Retirement
Cedars Executive Center, Building C
2639 North Monroe Street
Tallahassee, FL 32399-1560
850-488-6491 Suncom 278-6469 TDD 1-800-955-8771

Internal Revenue Service

Publication 503 Child and Dependent Care Expenses
Publication 525 Taxable and Non-Taxable Income
1-800-829-3678

Professional Practices Services, Department of Education

850-488-1636 Suncom 278-2481

School Improvement Hotline

1-800-447-1636 850-487-8783 Suncom 227-8783

ACKNOWLEDGEMENT OF RECEIPT

I acknowledge having received the Lake Wales Charter Schools Employee Handbook. I accept my responsibility to read and understand this handbook, including the Lake Wales Charter Schools' policy on Code of Ethics/Principles of Professional Conduct. I understand the topics discussed in this handbook represent the general policies the Lake Wales Charter Schools and that my employing agency may impose additional requirements, depending upon the nature of my position and the authority granted by the agency.

Employee Name: _____
(Please print)

Employee Signature

Date

CODE OF ETHICS/PRINCIPLES OF PROFESSIONAL CONDUCT

The Education Standards Commission has drafted the Code of Ethics and Principles of Professional Conduct which were adopted by the State Board of Education as rules on June 15, 1982. As a part of the Florida Administrative Code, these rules are enforced by the Education Practices Commission. Violation of the Principles of Professional Conduct can result in the revocation or suspension of the teaching certificate, probation, fine, or restriction of the scope of practice.

As a means of implementing the Code of Ethics and the Principles of Professional Conduct, please sign this form and return it to your school secretary who will place it in your personnel record.

"I ACKNOWLEDGE RECEIPT OF THE CODE OF ETHICS AND PRINCIPLES OF PROFESSIONAL CONDUCT OF THE EDUCATION PROFESSION IN FLORIDA

Name

Signature

School

Position

**FOURTH MODIFICATION
TO THE CHARTER CONTRACT BETWEEN
THE SCHOOL BOARD OF POLK COUNTY, FLORIDA
AND POLK AVENUE ELEMENTARY SCHOOL**

Pursuant to Part I. A(4) of the Charter Contract between THE SCHOOL BOARD OF POLK COUNTY, FLORIDA, hereinafter Sponsor, and POLK AVENUE ELEMENTARY SCHOOL, hereinafter School, dated July 1, 2004, this fourth modification to the Charter Contract was presented to and approved by the School Board at its meeting on June 12, 2007 and agreed to by the Polk Avenue Elementary School's governing board as follows:

Appendix 20, referred to as the Lake Wales Charter Schools Employee Handbook, and attached hereto is agreed upon by the Sponsor and the School and is incorporated into the Charter Contract effective as of June 12, 2007.

All other provisions of the Charter Contract shall remain in full force and effect.

**POLK AVENUE ELEMENTARY
SCHOOL**

**THE SCHOOL BOARD OF POLK
COUNTY, FLORIDA**

By Joyce Otte
~~Robin Gibson, Jr., Board Chair~~

By Margaret Lofton
Margaret Lofton, Board Chair

Joyce Otte
Attest Brian Fisher
Brian Fisher, Secretary

Attest Gail F. McKinzie
Gail McKinzie, Secretary

Date: 7-17-07

Date: June 12, 2007

(SEAL)

(SEAL)

APPROVED AS TO
FORM AND LEGALITY
[Signature]
ATTORNEY-PCSB