

## Employee Policies

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# **Employee Policies**

## **2.00 FLSA – Work Schedule Policy**

### **Work Schedules**

The length of the school day for licensed and professional staff (for example front office staff, directors, teacher assistants) will be a minimum of 8 hours and will continue until professional responsibilities to the student and school are completed. Administrative meetings, curriculum development, pupil supervision, assigned duties, parent conferences, group or individual planning, and extracurricular activities may require hours beyond the stated minimum. Work schedules for other employees will be defined by the Executive Director or designee, consistent with the Fair Labor Standards Act and the provisions of this policy.

### **Workweek Defined**

Working hours for all employees not exempted under the Fair Labor standards Act (FLSA), will conform to federal and state regulations. The administration shall ensure that job positions are classified as exempt or non-exempt and that employees are made aware of such classifications. The administration shall make every effort to avoid circumstances that require non-exempt employees to work more than 40 hours each week. For purposes of FLSA Compliance, the workweek for Kestrel Heights Charter School Charter School employees will be 12:00 a.m. Saturday until 11:59 p.m. Friday. A copy of the FLSA and any administrative procedures established by the administration will be available to employees in the business office.

### **Overtime and Compensatory Time**

The Kestrel Heights Charter School Board of education discourages overtime work by non-exempt employees. A non-exempt employee may not work overtime without the express written approval of the administration. All supervisory personnel shall report overtime use on a weekly basis and report such use to the administration or designee. The administration shall monitor employees' work, shall ensure that overtime provisions of this policy and the FLSA are followed, and shall ensure that all employees are compensated for any overtime worked. Administrators may need to adjust daily schedules to prevent non-exempt employees from working more than 40 hours in a workweek. Accurate and complete timesheets of actual hours worked during the workweek must be signed by each employee as well as their supervisor and submitted to the business manager or designee before the end of the workweek. Administration shall review work records of employees on a regular basis to make an assessment of overtime use.

In lieu of overtime compensation, non-exempt employees may receive compensatory time off at a rate of not less than one and one-half hours for each one hour of overtime worked, if such compensatory time (1) is agreed to by the employee before the overtime work is performed and (2) is authorized by the administration. Employees must be allowed to use compensatory time within a reasonable period after requesting such use. Employees may accrue a maximum of 80 compensatory time hours before they must be provided overtime pay at the appropriate rate. Accumulated comp time must be used in the current contract period. In addition, upon leaving

Kestrel Heights Charter School Charter School, an employee must be paid for any unused compensatory time at the rate of not less than the higher of (1) the average regular rate received by the employee during his or her last three years of employment or (2) the final regular rate received by the employee.

Non-exempt employees whose workweek is less than 40 hours will be paid at the regular rate of pay for time worked up to 40 hours. Such employees will be provided overtime pay or compensatory time as provided above for working more than 40 hours in a workweek.

### **2.03 Whistleblower Protection Policy**

Kestrel Heights Charter School, requires all employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. All employees are expected to comply with all applicable laws and regulations.

The following outlines who should be contacted when reporting violations. In any event the suggested contact person is the subject of a complaint, the Whistleblower may contact the next person in the chain of command.

#### **Reporting Responsibility**

This Whistleblower Protection Policy is intended to encourage and enable employees and others to raise serious concerns internally so that Kestrel Heights Charter School, can address and correct inappropriate conduct and actions. It is the responsibility of all board members, necessary officers, employees and volunteers to report concerns about violations of the code of ethics or suspected violations of law or board policy.

#### **No Retaliation**

It is contrary to the values of Kestrel Heights Charter School, for anyone to retaliate against any board member, employee, parent, student, or volunteer who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing the operations of Kestrel Heights Charter School. An employee or board member who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment or removal from the board.

#### **Reporting Procedure**

Kestrel Heights Charter School, encourages open communication and suggests that employees share their questions, concerns, suggestions or complaints with their supervisor. If you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the Executive Director or Board Chair while following the chain of command. Administration and other supervisors are required to report complaints or concerns about suspected ethical and legal violations in writing to the Executive Director and the Board Chair who share the responsibility to investigate all reported complaints. If either or both are involved in the complaint, the report may be made to a member of the board's Executive Committee.

## **Investigation**

The Executive Director and Board Chair are responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. They will advise the Kestrel Heights Charter School, Board of all complaints and resolutions.

## **Accounting and Auditing Matters**

The Executive Director/Board Chair shall immediately notify the Executive Committee of Kestrel Heights Charter School, Board and the Business Director of any concerns or complaints regarding corporate accounting practices, internal controls or auditing and work with the committee until the matter is resolved.

## **Acting in Good Faith**

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

## **Confidentiality**

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

## **Anonymous Reporting**

Kestrel Heights Charter School will do all that it can to keep the investigation confidential, however, it will be up to the Executive Director/designee to determine how to respond to anonymous reporting. Depending on the claims the Executive Director/designee may not respond to anonymous claims.

## **Handling of Reported Violations**

The Executive Director or Board Chair will notify and acknowledge receipt of the reported violation or suspected violation in writing. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

## **2.06 Criminal Charges Reporting Requirement for School Employees**

All Kestrel Heights Charter School employees are required to self-report any arrests, criminal charges, or illegal activity to the Executive Director within 24 hours. The Executive Director will immediately notify the Board Chair. The Board will then make a decision upon consultation with appropriate authorities as to the individual's employment status during the ensuing legal process, up to and including suspension and termination.

## **2.09 Petition for Credit for Prior Experience Policy**

It is the responsibility of the individual teacher to petition the NC Department of Public Instruction (NCDPI) concerning whether prior teaching experience may be credited for professional teaching experience, and applied to their number of years taught and their salary.



Upon notification of credited experience by the NCDPI, the Kestrel Heights Charter School Board may adjust teacher salaries as appropriate, pending budgetary allowances.

### **2.12 Administrative Succession Plan Policy**

Should the Executive Director be unable to carry out the duties and responsibilities of the position, the following indicates the succession of administrative leadership:

1. Senior Director for Federal Programs
2. Director of Elementary School
3. Director of Instruction

#### **Succession will be set in motion:**

- Upon notification by the Executive Director to the next person identified in the succession plan that the Executive Director will not be available for an extended period of time;
- Upon notification by the Board Chairperson to the next person in the succession plan that the Executive Director has become incapacitated. This determination will be made by the Kestrel Heights Board Chairperson.
- By default should the Executive Director be unable to be contacted at a point where immediate action or a decision is necessary to the daily functioning of the school.

In such situations, the Business Manager maintains financial oversight/control of budgetary concerns/impact until such time that the Kestrel Heights Board designates interim executive leadership.

Any execution of the Succession Plan can be rescinded by a majority vote of the Board of Directors in Open Session.

The line of succession will be revisited by the Kestrel Heights Board, in consultation with the Executive Director, annually or as needed.

### **2.15 Hiring Policy**

#### **Purpose and Scope**

The purpose of the Kestrel Heights Hiring Policy is to ensure specific outline is developed by the Executive director and school leadership teams in the recruiting and hiring process of all staff positions. All new hires must be hired in compliance with the hiring procedures as outlined by this policy. This policy addresses requirements for posting/advertising, screening and selection, pre-employment testing, offering employment and recordkeeping in accordance with federal and state laws and regulations requiring non-discrimination and affirmative action in employment.

#### **Objectives**

Our ideal team member will be a passionate, enthusiastic, driven, hard-working, adaptable and optimistic individual that supports our mission statement and vision.

## **Steps for Employment**

Listed below are the steps that will be followed when considering an individual for potential employment:

### Posting a Position

The school will post open positions through a variety of channels including internal and external websites, social media, referrals, career and school fairs, community outreach, flyers/brochures, newspaper, word of mouth.

### Application Submitted

Potential applicants will submit an application of employment with a copy of their resume listing their credentials and certification. Applicants may be notified that their application was received.

### Applicant Screening

A pool of applicants identified and pre-screened by a committee or designee to identify the most qualified applicants for the position. Job seekers who do not meet basic qualifications will not continue in the selection process and may be notified of their status by the Executive Director or designee. This process may include an initial phone interview.

### Interview Applicants

Designated hiring team will conduct face to face interviews with candidates selected from the pool of candidates. A consistent methodology will be utilized for all candidates focused on competency areas and specific questions related to the open position.

### Rating's Summary

Those individuals conducting the interview may rate each candidate using a specific rating summary and debrief.

### Host Candidates

Potential candidates may be invited to participate in sample teaching sessions and lesson plans.

### Reference Checks

The executive director, principal, or director must complete at least two professional references (supervisory) on all candidates that are recommended to the board.

### Offer Contract

Approved candidates may receive an offer of employment contract outlining the terms and conditions for employment, the executive director will make the formal offer of contract.

### Recommendation to Board

Potential team members will be selected and presented to the Board of Directors for approval by the Executive Director or his/ her designee; employment is not final until board approval.

### Pre-Employment Screening

A criminal background check will be conducted and three supervisory references will be contacted.

## **Employment Applications**

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

### **2.18 Licensure Requirements**

It is the expectation that all professional employees will hold a valid North Carolina license appropriate to the position in which he or she is employed. Licensure renewal is the responsibility of the individual, not of the school. Renewal activities for all professional employees need prior approval by the director. Any courses or activities undertaken shall directly relate to the employees' position responsibilities and shall have suitable content level. A record of all approvals; satisfactorily completed renewal activities and timely submission of certificate renewal data to the State Department of Public Instruction shall be maintained in the Personnel file. Any employee allowing a license to expire must have it reinstated prior to the beginning of the next school year. An expired license is a basis for dismissal.

### **2.21 Highly Qualified Teachers**

Effective June 30, 2009, all teachers, regardless of hire date, should meet the qualifications and competencies established by federal and state law, policy and regulations, including the requirements of No Child Left Behind.

### **2.24 Educational History**

Employees are required to provide official transcripts or submit to an educational verification search to verify units earned/degree received or in-service hours. These requirements must be completed prior to beginning employment, and the information must be submitted to the Business Office. To the extent permitted by law, Kestrel Heights Charter School may require that these costs be borne by the employee. Individuals whose educational background differs from that of the job description may not be considered for employment.

### **2.27 At Will Employment**

All employment at Kestrel Heights Charter School is "at will." This means that both employees and Kestrel Heights Charter School have the right to terminate employment at any time, with or without advance notice (although we request and try to give thirty days' notice), and with or without cause. No one other than the Executive Director has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing and must be signed by the Executive Director.

### **2.30 Position Description**

Kestrel Heights Charter School maintains a highly flexible culture. Given the entrepreneurial nature of Kestrel Heights Charter School, an employee's position and/or position description may be changed at any given time by his or her supervisor. Nothing in this manual is intended to

change this policy. However, Kestrel Heights Charter School will not discharge an employee who has legitimately invoked the Whistleblower Protection policy; for exercising their right to vote or to their political affiliation; answering the call for military duty; exercising their right of association; answering the call to jury duty; for filing a workers' compensation claim; or for receiving an order for wage garnishment.

### **2.33 Criminal History**

As a condition of their employment, all employees are required to submit to a criminal background check. A criminal history review through the North Carolina Department of Public Safety and Corrections, Office of State Police, or Bureau of Criminal Identification, shall be administered. Individuals who refuse to submit to a criminal history review or whose criminal history review reveals that they have been convicted of a crime or have violated the law may not be offered employment and/or may be subject to termination.

Individuals whose criminal history review reveals that they have been convicted of a felony will not be offered employment and/or will be terminated. Individuals whose criminal history reveals that they have been convicted of or have pleaded nolo contendere to a crime listed in LA-R.S. 15:587.1(C) will not be offered employment for a position of supervisory or disciplinary authority over school children unless approved in writing by a district judge of the parish and the district attorney. No person employed or otherwise associated with Kestrel Heights Charter School, including members of the Board of Directors, who has been convicted of or has pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of charter school funds.

### **2.36 Immigration Law Compliance**

Kestrel Heights Charter School employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986. Each employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

### **2.39 Equal Employment Opportunity**

Kestrel Heights School is committed to the principle of equal opportunity in education and employment. Kestrel Heights prohibits discrimination against and harassment of any student, employee, applicant for employment, third party, or community member because of race; color; national or ethnic origin; age; religion; disability; sex; sexual orientation; gender; gender identity and expression; including a transgender identity; genetics; veteran status; retaliation; and any other characteristic protected under applicable federal or state law, herein called "protected categories." Kestrel Heights expects all employees, students, and community members to join with and uphold this commitment.

## **2.42 Disability Accommodation**

Kestrel Heights Charter School is committed to complying with all applicable provisions of federal, state and local laws prohibiting discrimination on the basis of disability. It is Kestrel's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such an individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, Kestrel Heights will provide reasonable accommodations to a qualified individual with a disability who has made Kestrel Heights aware of his or her disability, provided that such accommodation does not constitute an undue hardship on Kestrel Heights. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Executive Director or Business Manager. Kestrel Heights encourages individuals with disabilities to come forward and request reasonable accommodation.

Consistent with the non-discrimination in employment policy, all students of Kestrel Heights Charter School are admitted, are accorded rights and privileges, and have access to programs and activities made available to them at Kestrel Heights in a non-discriminatory manner. Kestrel Heights does not discriminate in the administration of its educational policies, admission policies, and athletic and other school-administered programs. All testing and evaluation materials and procedures used for the purpose of evaluation, testing, assessments and/or for placement of children with disabilities are selected and administered so as not to be discriminating.

## **2.45 Compensation**

The Executive Director will base the salary scale on the employee's: position, years of relevant experience, and degrees, licensures, and certifications obtained. Kestrel Heights will attempt to match Durham Public School's pay scale for all instructional positions, however, based on the budget this may not be possible.

The Executive Director has the ability to determine which position (classroom teacher, principal, administrative assistant, etc.) is most applicable for any staff member.

The Executive Director has the right to increase the salary or hourly wage based on his/her discretion.

## **2.48 Hiring Process: Employment Paperwork**

Employment is not official until the Kestrel Heights Charter School Board formally approves the recommendation from the Executive Director. To complete the employment process, the following forms must be completed and turned into the Human Resources Department prior to the employee's first day of employment. Failure to do so may delay the first pay check or insurance coverage:

- Employee Detail Form- (Demographic Info.)
- Employee Payroll Profile
- Employment Eligibility Verification- (I-9 Form)

- Employee’s Withholding Allowance Certificate- (NC-4)
- Form W-4- (Federal income tax)
- KHS Open Enrollment form (Health Insurance- Optional)
  - -If declined, MUST fill out Waiver of Health Coverage
- MetLife- short/long term disability forms\*
- Copy of driver’s license and social security card
- Fingerprints (original copy)
- Copy of North Carolina Teacher License (if applicable)
- KHS Direct Deposit form (optional) - paper check or direct deposit
- Health Savings Account Enrollment form (optional)
- Employee HSA “change” form (amount of contribution-if any)
- MetLife- Dental Insurance (optional)
- Aetna- Vision Insurance (optional)
- KHS Savings & Retirement Plan

\*Paid for by the organization

## **2.51 Employee and Employer Rights Policy**

### **Equal Employment Opportunities**

Kestrel Heights School is committed to the principle of equal opportunity in education and employment. Kestrel Heights prohibits discrimination against and harassment of any student, employee, applicant for employment, third party, or community member because of race; color; national or ethnic origin; age; religion; disability; sex; sexual orientation; gender; gender identity and expression; including a transgender identity; genetics; veteran status; retaliation; and any other characteristic protected under applicable federal or state law, herein called “protected categories.” Kestrel Heights expects all employees, students, and community members to join with and uphold this commitment.

### **Protection Against Sex Discrimination – Title IX**

It is the policy of Kestrel Heights School not to discriminate against anyone on the basis of sex in its educational programs and activities, in admission to its educational programs or activities, or in employment policies and practices, in accordance with Title IX of the Education Amendments of 1972. Inquiries regarding compliance with Title IX may be made to the Board of Directors or the United States Department of Education, Office of Civil Rights. The United States Department of Education, Office of Civil Rights can be reached at:

District of Columbia Office

Office of Civil Rights

United States Department of Education

1100 Pennsylvania Ave., N.W., Room 316

Post Office Box 14620

Washington, D.C. 20044-4620

Telephone: 202/208-2545

Fax: 202/208-7797; TDD: 202/208-7741

Email: OCR\_DC@ed.gov

## **Nepotism Employee and Board of Directors**

### Purpose

The purpose of this nepotism policy is to protect the interests of Kestrel Heights School when it is contemplating entering into an arrangement with an immediate family member of a member of the Board of Directors (the “Board”) or an employee of Kestrel Heights School. This policy is intended to supplement but not replace any applicable state laws governing nepotism applicable to nonprofit and charitable corporations.

### Policy

The Policy shall be as follows:

1. Before any immediate family, as defined in G.S. §115C-12.2, of any member of the Board or a charter school employee with supervisory authority shall be employed or engaged as an employee, independent contractor, or otherwise by the Board in any capacity, such proposed employment or engagement shall be:

- (i) disclosed to the Board and
- (ii) approved by the Board in a duly called open-session meeting.

The burden of disclosure of such a conflict of interest shall be on the applicable Board member or employee with supervisory authority. If the requirements of this subsection are complied with, Kestrel Heights School may employ the immediate family of any member of the Board or a Kestrel Heights School employee with supervisory authority.

2. No teacher or staff member that is immediate family of the chief administrator shall be hired without the Board evaluating their credentials, establishing a structure to prevent conflicts of interest, and notifying the Department, with evidence, that this process has occurred.

The term “immediate family member” means a spouse, parent, child, brother, sister, grandparent, or grandchild. The term includes the step, half, and in-law relationships.

### **References**

North Carolina G.S. 115C-12.2, G.S. 115C-218.15; Section 4.3 Charter Agreement

Approved July 10, 2018

### **Criminal Records Checks**

The Board of Directors seek to provide a safe, secure learning and working environment for students and staff by employing individuals who are honorable citizens, who exemplify sound moral character, and who represent the school in a positive manner. As a condition of employment, a criminal history check will be conducted for all newly hired employees (including independent contractors who are being considered for the duties of a school personnel

position) and re-hired employees who have a break in service for more than 90 days. Criminal history checks may also be conducted, with reasonable cause, for current employees.

A school personnel position is defined as all positions based in a school, including the following: Executive Director, principal, assistant principal, school administrative staff, certified staff, teaching assistant, coaching assistant and trainer, substitute teacher, and custodian.

A reasonable effort will be made to ascertain whether the employee has any criminal history in the county of residence, employment, or schooling for at least the past five years. The employee may be required to be fingerprinted and to provide any other information necessary to conduct the criminal history check. Any refusal will result in withdrawal of the employment offer, or dismissal.

Newly hired employees will be considered temporary, pending a favorable review of the criminal history check. If the employee has a criminal history, there must be written documentation of how the criminal history information was used in the employment decision. It shall include a determination of whether the individual (1) poses a threat to the physical safety of students or personnel or (2) has demonstrated that he/she does not have the integrity or honesty to fulfill the duties of the position.

All criminal history will be confirmed by certified copy of the conviction or other means permitted by State Board rules.

This policy and any procedures established will follow N.C.G.S. 114-19.2 (a) (Criminal Record Checks of School Personnel); N.C.G.S.115C-332 (School Personnel Criminal History Checks); and 16 N.C.A.C. 6C-0300.

### **Health Certificates**

Any person initially employed in a public school, or re-employed after an absence of more than one school year, shall provide a certificate certifying that he/she does not have any physical or mental disease, including tuberculosis in the communicable form, or any other communicable disease that would impair the person's ability to effectively perform his or her duties.

Any public school employee who has been absent for more than 40 successive school days because of a communicable disease must, before returning to work, provide a certificate certifying that he/she is free from any communicable diseases.

The certificate required by this policy must be prepared by:

1. A physician licensed to practice in North Carolina,
2. A nurse practitioner approved under G.S. 90-18(14), or
3. A physician's assistant licensed to practice in North Carolina.

In the case of a person initially employed, any of the following holding a current, unrestricted license or registration in another state may prepare the certificate, as long as evidence of the license or registration is shown on the certificate:



1. A physician,
2. A nurse practitioner, or
3. A physician's assistant

### **Traveling On School Business**

All KHS staff traveling on official school business, will act in a professional manner and represent the school with the highest integrity and with respect for others. Business travel must be documented and receipted as outlined by the business office. Failure to keep receipts and properly document travel may result in nonpayment of expenses. All receipts must be turned into the Business Manager no later than one month after expenses to be reimbursed.

(Note: KHS will reimburse for mileage rather than gasoline.)

### **2.52 Discrimination, Harassment, and Bullying Complaint Process**

The School ("Kestrel Heights Charter School") takes seriously all complaints of discrimination, harassment, and bullying. The process provided in this policy is designed for those individuals who believe that they may have been discriminated against unlawfully, bullied, or harassed in violation of the School's Non-Title IX Prohibition Against Discrimination, Harassment, and Bullying Policy. Individuals who have witnessed or have reliable information that another person has been subject to unlawful discrimination, harassment, or bullying also should report such violations in the manner provided in this policy. Reports may be made anonymously. This policy does not apply where an individual seeks to assert allegations regarding or related to the identification, evaluation, educational placement, or free appropriate public education of a student under Section 504 or the IDEA, such allegations may be raised through the procedures governing such matters. This Policy also does not apply to Title IX complaints, behavior falling within Title IX or Title VII complaints. Please refer to the School's policies for Title IX and VII matters.

### **Reporting by Employees or Other Third Parties**

#### **Mandatory Reporting by School Employees**

Any employee who witnessed or who has reliable information or reason to believe that an individual may have been discriminated against, harassed, or bullied in violation of School Non-Title IX Prohibition Against Discrimination, Harassment, and Bullying Policy must report the offense immediately to an appropriate individual designated in subsection B.1., below. An employee who does not promptly report possible discrimination, harassment, or bullying shall be subject to disciplinary action.

#### **Reporting by Other Third Parties**

All members of the school community including students, parents, volunteers, and visitors are also strongly encouraged to report any act that may constitute an incident of discrimination, harassment, or bullying.

#### **Anonymous Reporting**

Reports of discrimination, harassment, or bullying may be made anonymously, but formal disciplinary action may not be taken solely on the basis of an anonymous report.

### Investigation of Reports

Reports of discrimination, harassment, or bullying under this policy will be investigated sufficiently to determine whether further action under this policy or otherwise is necessary, and school officials shall take such action as appropriate under the circumstances. At the option of the alleged victim, the report may be treated as a complaint by the alleged victim under this policy.

### **Complaints Brought by Alleged Victims of Discrimination, Harassment, or Bullying**

#### Filing a Complaint

Any individual who believes that he or she has been discriminated against, harassed, or bullied in violation of the School's Non-Title IX Prohibition Against Discrimination, Harassment, and Bullying Policy is strongly encouraged to file a complaint orally or in writing to the following individuals as applicable:

1. the school counselor, teacher, dean of students, principal or assistant principal of the School for any claim of discrimination, harassment or bullying, including Title VI complaints;
2. the Title IX coordinator for claims of sex discrimination or sexual harassment;
3. the Section 504 coordinator or the ADA coordinator for claims of discrimination on the basis of a disability; or
4. any member of the Board if the alleged perpetrator is the Head of School.

#### Time Period for Filing a Complaint

A complaint should be filed as soon as possible but no later than 30 days after disclosure or discovery of the facts giving rise to the complaint. Complaints submitted after the 30-day period may be investigated at the discretion of school officials and outside the formal process described in Section C of this policy; however, individuals should recognize that delays in reporting may significantly impair the ability of school officials to investigate and respond to such complaints.

#### Informal Resolution

The School acknowledges that many complaints may be addressed informally through such methods as conferences or mediation. The School encourages the use of informal procedures such as mediation to the extent possible; however, mediation or other informal procedures will not be used to resolve complaints alleging sexual assault or sexual violence or complaints by a student of sexual harassment perpetrated by an employee. Informal procedures may be used only if the parties involved voluntarily agree. Any informal process should be completed within a reasonable period of time, not to exceed 30 days unless special circumstances necessitate more time.

### **Process for Addressing Complaints of Alleged Incidents of Discrimination, Harassment, or Bullying**

#### Initiating the Investigation

1. Whoever receives a complaint of discrimination, harassment, or bullying pursuant to subsection B.1. shall immediately notify the Principal who shall designate an individual to conduct an investigation and respond to the complaint, such individual may be a school employee or outside consultant.

2. As applicable, the investigator shall immediately notify the Title IX , or other relevant coordinator of the complaint, and, as appropriate, may designate the coordinator to conduct the investigation.
3. The investigator shall explain the process of the investigation to the complainant and the alleged perpetrator.
4. Written documentation of all formal reports and complaints, as well as the school system's response, must be maintained in accordance with the School's Non-Title IX Prohibition Against Discrimination, Harassment, and Bullying Policy.
5. Failure to report, investigate, and/or address claims of discrimination, harassment, or bullying may result in disciplinary action.

#### Conducting the Investigation

1. The investigator is responsible for determining whether the alleged act(s) constitutes a violation of the Non-Title IX Prohibition Against Discrimination, Harassment, and Bullying Policy. In so doing, the investigator shall impartially, promptly, and thoroughly investigate the complaint. The investigator shall interview (1) the complainant; (2) the alleged perpetrator(s); (3) individuals identified as witnesses by the complainant or alleged perpetrator(s); and (4) any other individuals, including other possible victims, deemed likely to have relevant information. The alleged perpetrator shall be notified of the general nature of the allegations. The investigation will include a review of all evidence presented by the complainant or alleged perpetrator.
  - a. If the investigator, after receipt of the complaint, an interview with the complainant, and consultation with the board attorney, determines that the allegations submitted, even if factual, do not constitute discrimination, harassment, or bullying as defined in School's Non-Title IX Prohibition Against Discrimination, Harassment, and Bullying Policy, the matter will be treated outside the scope of this policy. Information regarding the investigator's determination and the process for addressing the complaint will be provided to the complainant.
2. The complaint and investigation will be kept confidential to the extent possible. Information may be shared only with individuals who need the information in order to investigate and address the complaint appropriately and those with a legal right to access the information. Any requests by the complainant for further confidentiality will be evaluated within the context of the legal responsibilities of the school system.
3. The investigator shall review the factual information gathered through the investigation to determine whether, based on a preponderance of the evidence, the alleged conduct constitutes discrimination, harassment, or bullying, giving consideration to all factual information, the context in which the alleged incidents occurred, the age, and maturity of the complainant and alleged perpetrator(s), and any other relevant circumstances.

#### Notice to Complainant and Alleged Perpetrator

1. The investigator shall provide written notification to the complainant of the results of the investigation within 15 days of receiving the complaint, unless additional time is

necessary to conduct an impartial, thorough investigation. The investigator shall specify whether the complaint was substantiated and, if so, shall also specify:

- a. reasonable, timely, age-appropriate, corrective action intended to end the discrimination, harassment, or bullying, and prevent it from recurring;
  - b. as needed, reasonable steps to address the effects of the discrimination, harassment, or bullying on the complainant; and
  - c. as needed, reasonable steps to protect the complainant from retaliation as a result of communicating the complaint.
2. Information regarding specific disciplinary action imposed on the alleged perpetrator(s) will not be given to the complainant unless the information relates directly to the complainant (e.g., an order requiring the perpetrator not to have contact with the complainant).
  3. If the investigator determines that the complaint was substantiated, the perpetrator(s) shall be subject to discipline or other corrective steps, as set forth in School policy. If the corrective steps involve actions outside the scope of the investigator's authority, the Head of School or designee will be notified so that responsibility for taking the corrective steps may be delegated to the appropriate individual.
  4. The alleged perpetrator will be provided with a written summary of the results of the investigation in regard to whether the complaint was substantiated, whether the alleged perpetrator violated relevant law or School policies by his or her actions, and what, if any, disciplinary actions or consequences may be imposed upon the perpetrator in accordance with School policy. The perpetrator may appeal any disciplinary action or consequence in accordance with School policy and law. However, an appeal by the perpetrator of disciplinary action does not preclude school officials from taking appropriate action to address the discrimination, harassment, or bullying

### Appeal

1. If the complainant is dissatisfied with the results of the investigation, he or she may appeal the decision to the Head of School. The appeal must be submitted in writing within ten days of receiving the notice of the results of the investigation. The appeal must state with particularity whether the complainant is appealing (1) the investigator's determination of whether the alleged conduct constitutes discrimination, harassment, or bullying in violation of the School's Non-Title IX Prohibition Against Discrimination, Harassment, and Bullying Policy, or (2) the School's response to any violation, including the appropriateness of any remedial measures taken by the district. If the complainant is appealing pursuant to option (2), he or she must state what additional measures the complainant believes should have been taken by the district. The Head of School or designee may review the documents, conduct any further investigation necessary, or take any other steps the Head of School or designee determines to be appropriate in order to respond to the complaint. The Head of School or designee shall provide a written response within 10 days after receiving the appeal, unless further investigation is needed. The Head of School's decision is final.
2. If the alleged perpetrator is the Head of School or the Head of School declines to hear the appeal and refers it to the Board of Directors, the complainant may appeal the decision in

writing within ten days of receipt directly to the Board of Directors. The appeal must state with particularity whether the complainant is appealing the Superintendent's decision with regard to (1) the investigator's determination of whether the alleged conduct constitutes discrimination, harassment, or bullying in violation of School's Non-Title IX Prohibition Against Discrimination, Harassment, and Bullying Policy, or (2) the School's response to any violation, including the appropriateness of any remedial measures taken by the School. If the complainant is appealing pursuant to option (2), he or she must state what additional measures the complainant believes the School should have taken. Upon receipt of the appeal, the Board Chair shall appoint a panel of not less than two members of the Board to hear and decide the appeal. The panel shall make reasonable efforts to meet and consider the appeal within twenty days after the chairperson refers the grievance to the panel. The panel shall review the complaint on the record unless it determines that additional information may be presented. No new evidence, written or verbal, may be presented without the prior knowledge and consent of both parties. At the Board Panel's discretion, they may hold a hearing and ask each party may make a brief oral presentation of no more than twenty minutes to summarize his or her position. The panel has the authority to ask questions, extend time limits, exclude extraneous or duplicative information, and otherwise maintain an efficient and fair appeal hearing. If a hearing is held, it will be recorded and shall be held in closed session. The Board panel may affirm, reverse or modify the decision. The Board panel shall use the preponderance of the evidence standard in reaching its decision. The Board panel will provide a final written decision within twenty days after the Board hearing unless the panel determines that additional time is needed for further review. The decision of the Board panel shall be final.

### **Timeliness of Process**

If any school official charged with investigating the complaint or reviewing the investigation fails at any step in the process to communicate a decision within the specified time limit, the complainant will be entitled to appeal the complaint to the next step unless the official has notified the complainant of the delay and the reason for the delay. The school official shall make reasonable efforts to keep the complainant apprised of progress being made during any period of delay. Delays that interfere with the exercise of any legal rights are not permitted.

Failure by the complainant at any step in the process to appeal to the next step within the specified time or to attend a scheduled meeting or hearing under this policy will be considered acceptance of the results of the investigation and the School's response to the complaint, unless the complainant provided notice of the delay and the reason for the delay and the district consented in writing to the delay.

### **General Requirements**

1. No reprisals or retaliation of any kind will be taken by the Board or by any School employee against the complainant or other individual on account of his or her filing a complaint or report or participating in an investigation of a complaint or report filed and decided pursuant to this policy. Disciplinary or other action may be taken against the

complainant or other individual if the person knew or had reason to believe that the complaint or report was false or knowingly provided false information.

2. All meetings and hearings conducted pursuant to this policy will be private.
3. The complainant may be represented by an advocate, such as an attorney, at any meeting with the School under this policy. Should the complainant choose to be represented by an attorney, an attorney for the School may also be present.
4. Nothing in this policy shall prevent the Head of School or Board from suspending the alleged perpetrator without pay during the course of the investigation or taking any other action deemed appropriate.

### **Records**

Records will be maintained as required by School's Non-Title IX Prohibition Against Discrimination, Harassment, and Bullying Policy.

## **2.54 Employee Leave Policy**

### **Holidays**

Kestrel Heights School celebrates the following holidays: New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving and Christmas. All employees are compensated for national holidays.

### **Jury Duty**

All KHS employees are responsible for complying with the laws pertaining to jury duty. The employee who has been notified of jury duty must report the dates of that duty to the director and will be paid his/her regular compensation during service as a juror. The employee must provide documentation of service to the business office.

### **Military Leave**

KHS employees who serve in the National Guard or the Reserves will be granted flexibility to drill on the weekends. When mobilized on active duty with the military, they are afforded all rights and privileges pursuant to USERRA 38 USC 4301-4335, The Uniformed Services Employment and Reemployment Rights Act of 1994. The employee will be given credit towards his/her employment with the school for the period of military service incurred.

### **Personal Time Off (PTO)**

Ten month faculty and staff will earn 14 days of personal leave during the academic year (July to June); Eleven month faculty and staff will earn 15 days of personal leave, and Twelve month employees will earn 16 days of personal leave.

If an employee needs to use unearned PTO, they must seek prior approval from the Executive Director, failing to do so will result in a reduction in pay based on time absent. If and when an employee uses all of their allotted PTO, any half or full days absent from work will result in reduction in pay based on time absent.

Each employee shall accrue PTO days proportionate to the number of months associated with their employment contract. For example, Ten month faculty and staff shall accrue 1.4 PTO days per month, Eleven month faculty and staff shall accrue 1.27 PTO days per month, and Twelve month faculty and staff shall accrue 1.166 PTO days per month.

If an employee leaves prior to the conclusion of the academic year and has used the days that were advanced, that employee's final paycheck will be reduced by the days provided and/or used.

An employee may carry over up to 10 business days of PTO per year. Unused PTO that is not rolled over will be paid out at a rate of \$40 per day for all employees, staff, faculty, and administration alike. Failure to timely elect to rollover any unused PTO by the mandated deadline established and notified to all employees annually by the administration will result in the automatic payment for unused PTO during the designated pay period. Notwithstanding the foregoing, in no event will any employee be paid more than the allotted PTO time based upon the number of months associated with their employment contract as stated above.

### **Teacher or Staff Substitution**

KHS teachers should provide, in advance, a written request to the principal of their school, if they need a substitute teacher. If a teacher becomes ill or is injured before or during the school day, s/he needs to notify the Office Administrator and the principal of his/her school as soon as possible.

Teachers or Staff can only request a substitute if they are not in the building (personal time off, professional development, driving buses for field trips). Substitutes cannot be used for coverage for in school activities while staff are present (for example but not limited to help with interviews, at the onset of the school year for extra hands, coverage on grade level field trips, or helping proctor exams).

If a teacher or staff does need a sub for a non-approved reason they must seek prior approval from the executive director 5 days prior to the date.

### Teacher Assistants

Only special education teacher assistants are to receive substitutes.

### **Reporting Employee Absences**

All KHS staff members must call the Office Administrator and also contact their immediate supervisors, the principal of their school and/or the Executive Director to report their absence. Staff members who fail to report, in a timely way, their absence may be subject to disciplinary action.

All staff must complete a leave form prior to or after their absence. If the absence is known in advance it is expected that the employee will submit a leave form for prior approval. If the absentee is due to an unforeseen issue then the employee must submit a leave form within 48 hours of their return. Staff members who fail to report, in a timely way, their absence may be subject to disciplinary action.

### **Excessive Absenteeism**

KHS staff members who are chronically late or absent may be subject to disciplinary action. “Absences” of this manner include taking leave that was not authorized or anticipated. It is imperative that teachers professionally fulfill their teaching roles to maintain a consistent level of academic instruction.

### **Communicable Diseases or Conditions**

It is the policy of Kestrel Heights School to attempt to provide a safe and secure environment for all students and employees. In an effort to maintain a balance between the need to protect the rights of students and employees and to control the spread of serious communicable diseases and conditions, the Executive Director and the Board of Directors will make decisions regarding the employment status of employees with communicable diseases or conditions will be made on a case-by-case basis. An employee suffering from a communicable disease or condition is encouraged to inform the Executive Director so that appropriate accommodations may be made and appropriate precautions may be taken.

## **2.57 Employee Benefit and Additional Compensation**

### **Parental Leave Policy**

Kestrel Heights will provide all full time employees ten (10) paid work days of parental leave for the birth (including still or surrogate birth), adoption or long-term foster care placement of a child or children. Employees are not required to deplete all PTO prior to accessing the paid parental leave benefit, short-term disability, or long-term disability after the birth, adoption or long-term foster care placement of a child or children into their residence. Long-term foster care placement is deemed an intent for the child or children to remain in the residence for six (6) months or longer.

A full-time employee that is the non-birthing parent is eligible to receive ten (10) paid work days of parental leave. However, the full-time employee that is the non-birthing parent is responsible for submitting all necessary FMLA and medical documentation to Human Resources in order to access this benefit.

Upon appropriate notice delivered to the employee’s supervisor, the supervisor is required to assist the employee accessing this section’s benefit with the planning for absences, and coordination of substitute coverage, as needed.

All leave provided in this section is intended to be utilized consecutively in all circumstances pursuant to this policy.

### **Tutoring For Compensation**

Kestrel Heights School teachers are permitted to offer tutoring for compensation, to non-KHS students off-site and after hours. Kestrel Heights School teachers will only be allowed to tutor Kestrel Heights School students off-site and after hours. Kestrel Heights School teachers cannot tutor their own students for a compensation, however, they are always encouraged to provide



academic support free of charge to their own students. Teachers must report such employment to the executive director for approval.

### **Outside Employment**

All KHS employees may work outside of their employment at Kestrel Heights School as long as the outside employment does not interfere with their job performance and employment obligations to Kestrel Heights School. The school will work with Reserve military members to accommodate military duty. Teachers must report secondary employment to the principal.

### **Continuing Education**

All KHS licensed teachers are required to participate in continuing education to maintain their license. Teachers are responsible for meeting the requirements for continuing education, but should coordinate with their principal of their school and/or the Business Manager to determine requirements and adjust scheduling. The Board recommends that staff satisfy their continuing education requirements early in the school year.

### **Short Term/ Long Term Disability**

Employees will be informed each year of the details of disability insurance.

### **Insurance**

Kestrel Heights School shall provide within its discretion such reasonable and necessary insurance as required. Workers' compensation shall be provided for all employees in accordance with state law.

Kestrel Heights School offers full-time employees the opportunity to enroll in medical and dental insurance available through a private insurance plan. The employee may cover his/her family. The additional premium will be deducted on a monthly basis from the employee's paycheck, the amount determined by the type of coverage selected. Questions about eligibility and the annual enrollment period will be referred to the business office.

### **COBRA**

All KHS full time employees, who separate from employment at the school are eligible for a continuance of health insurance coverage at group rates through the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986. If an employee is eligible for COBRA benefits, they have 60 days to elect to continue coverage or lose all rights to benefits provided by the health insurance plan. If the employee elects COBRA coverage, the employee will be responsible to pay monthly premiums directly to the health plan. The business office will provide more information.

### **Health Savings Accounts**

Eligible KHS employees may be afforded the opportunity to participate in any current or future health spending accounts. All questions about eligibility and applicability will be referred to the business office.

### **Family Medical Leave Act**

Federal law provides that eligible employees may be eligible for 12 weeks of unpaid medical leave for serious illness or injury or to provide care to an immediate family member.

When the need for FMLA leave is foreseeable (i.e., childbirth or adoption), *generally* the employee must provide the employer with at least 30 days notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, it should be reported as soon as feasible. When the need for FMLA leave is not foreseeable, the employee must comply with the employer's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

An eligible employee is an employee of a covered employer who has been employed by the employer for at least 12 months AND has worked at least 1,250 hours (actual hours worked) during the 12-month period immediately preceding start of FMLA leave. The 12 months of employment need not be consecutive; employment prior to a continuous break in service of seven years or more need not be counted.

Eligible employees are required to be granted FMLA leave for:

1. The birth of a son or daughter and to care for the newborn child.
2. For placement with the employee of a son or daughter for adoption or foster care.
3. To care for the employee's spouse, son, daughter or parent with a serious health condition.
4. For the serious health condition of the employee that makes the employee unable to perform the functions of his or her job.
5. A covered family member's active duty or call to active duty in the National Guard or Reserves in support of a contingency operation.
6. To care for an injured or ill covered service member.

An eligible employee is entitled to take up to 12 weeks of FMLA leave during a 12-month period for circumstances 1 through 5 above and up to 26 weeks of FMLA leave during a 12-month period for circumstance 6 above.

For the use of 26 weeks of FMLA leave to care for an injured or ill covered service member, the 12-month period begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date.

An employee must provide documentation that an employee's leave to care for his or her own serious health condition, for a seriously ill spouse, son or daughter, or parent, for the qualifying exigency for military family leave, or for the serious injury or illness of a covered service member for military family leave, is necessary.

During FMLA leave, the school will maintain the employee's coverage under any group health plan at the same level and under the same conditions as would be maintained had the employee continued actively working. The employer is required to continue its same portion of premiums as it paid during active employment, but not the additional family coverage. The employee must make the premium contribution for additional coverage.

## **Workers Compensation**

The school carries workers compensation insurance as required by law for the benefit of the employees. If an employee is injured at work, s/he needs to report the incident to the business office or the Executive Director.

## **2.60 Employee Professionalism Policy**

### **Prohibited Relationships with Students**

All employees of Kestrel Heights School, including student teachers, substitute teachers, and contractors hired to perform instructional or professional services, are prohibited from dating, courting or entering into a romantic or sexual relationship with any student enrolled in the school, regardless of the student's age. Employees engaging in such inappropriate conduct will be subject to disciplinary action, up to and including dismissal and will be reported to local law enforcement.

Any employee who has reason to believe that another employee is inappropriately involved with a student, as described above, shall report this information to the Executive Director and/or the Chair of the Board of Directors. An employee who fails to inform the Director and/or the Chair of the Board of Directors of a reported or suspected inappropriate relationship between an employee and a student may be subject to disciplinary action.

### **Drug-Free Workplace**

It is the policy of Kestrel Heights School that a drug-free workplace shall be maintained. The Board of Directors prohibits the unlawful manufacture, transmission, conspiring to transmit, distribution, dispensation, possession, use, or being under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, anabolic steroids, alcoholic or other intoxicating beverage, counterfeit substances, other intoxicants of any kind, or any other controlled substance as defined in Schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and further defined by regulation at 21 CFR 1300.11 through 1300.15.

In addition, no employee shall exude the odor of any alcoholic beverage or controlled substance while acting within the course and scope of their employment. The Board of Directors prohibits the possession, use, transmission, or transmission of drug paraphernalia. This policy shall govern each employee before, during or after school hours, while on any property owned or leased by the Board of Directors, at any time during which the individual employee is acting in the course and scope of their employment, and at any other time that the employee's violation of this policy has a direct and adverse effect upon the performance of his or her job.

No employee shall be impaired by the excessive use of prescription or nonprescription drugs in the workplace. The proper use of a drug authorized by a valid medical prescription from a legally authorized health care provider shall not be considered a violation of this policy when the drug is taken by the person for whom the drug was prescribed. Any employee with prior knowledge that the use of a prescribed medication under a doctor's direction or an over-the-counter medication could alter the employee's ability to perform the duties and responsibilities of their position must notify the Executive Director. An employee is responsible for being aware of the effects of any

prescribed drug being taken. Failure to take such action may result in disciplinary action under this policy.

If in the opinion of the Executive Director, an employee's action and/or behavior are considered unsafe as a result of the proper use of medication, the employee may be sent or taken home. A conference shall be conducted with the employee prior to the employee resuming his/her duties. Prior to the employee returning to work, the employee must provide written assurance that:

- A. The use of the medication has been terminated; or
- B. The medication has been adjusted/modified to avoid impairment.

Each employee shall be given a copy of this policy and shall be responsible for knowing and adhering to the requirements of this policy.

An employee having reasonable grounds to believe that another employee is using or in possession of any illegal drug, or is under the influence of or in possession of alcohol while in the workplace, or is impaired by the use of prescription or nonprescription drugs while on duty shall immediately report the facts and circumstances to the Executive Director. Any employee who has been convicted of violating any criminal drug statute shall notify the director within five (5) days of such conviction.

Any Kestrel Heights School staff member who operates a vehicle owned or leased by the school or their own vehicle while transporting Kestrel Heights School staff, students or volunteers may be subjected to drug and alcohol testing.

Violation of this policy shall subject an individual to personnel action by the Board of Directors up to and including termination of employment and referral for criminal prosecution. Where there are reasonable grounds to believe that an employee is in violation of the Drug-Free Workplace Policy, the Executive Director may require that the employee submit to a medical examination, including a drug or alcohol assessment. The drug or alcohol assessment will be conducted to determine whether the employee has been under the influence of illegal drugs, under the influence of alcohol while on duty, or impaired by the use of prescription or nonprescription drugs while on duty. If the drug or alcohol assessment is positive and there is no legitimate medical explanation for the results, the employee may be subject to disciplinary action, including termination of employment. Any drug testing shall conform to the state law governing administration of controlled substance examinations. Any employee who refuses a drug or an alcohol screening test may be terminated.

### **Reporting Information to Administrators and External Agencies**

It is the policy of Kestrel Heights School that in serious matters relating to the safety and welfare of the students and employees that certain actions and information be reported to external agencies as required by law or regulation. All school personnel, including substitute teachers, student teachers, and volunteers, must immediately report to the Executive director or designee, any act of violence in school, on school property, or at school-sponsored events. Acts that should be reported are all those known or believed to be violent. This includes, but is not limited to all acts reportable by the Executive Director to law enforcement under this policy.

The Executive Director/designee who has personal knowledge or actual notice from school personnel that an act has occurred on school property involving assault resulting in serious personal injury, sexual assault, sexual offense, rape, kidnapping, indecent liberties with a minor, assault involving the use of a weapon, possession of a firearm or other weapon in violation of the law, possession of a controlled substance in violation of the law, death by other than natural causes, robbery with or without a dangerous weapon, an assault on a school official, employee or volunteer, not resulting in serious injury, shall immediately report the act to the appropriate law enforcement agency. “Immediately” means without undue delay and as soon as possible after the act has occurred. As soon as practical, the Executive Director shall also notify the Board of Directors.

For purposes of this requirement, “school property” shall include any school building, bus, grounds, recreation area, or athletic field in the charge of the Executive Director. Designated crimes that occur on school property shall be reported without regard to whether they occur before, during, or after normal operating hours. The report must be made without regard to the age of the victim or the perpetrator. Student offenders and victims should be identified by age, grade, sex, race, and educational status (i.e., regular or exceptional).

#### **Reporting Information of Suspected Child Abuse**

Any KHS staff member who has reasonable cause to suspect that any juvenile has been abused, neglected or is dependent (there is no parent or guardian who provides care or supervision) **must report** their suspicions to the Executive Director, principal, or counselor who in turn will notify the Department of Social Services (DSS). State law provides immunity from being sued for any person who, in good faith, reports suspected child abuse to DSS and cooperates with the DSS investigation.

#### **Cooperation with Regulatory Agencies**

Kestrel Heights School faculty and staff will fully cooperate with guidance, regulations and suggestions provided by the U.S. Department of Education, N.C. Department of Public Instruction and the Office of Charter Schools. Any KHS employee who is aware that an official from any of those agencies or other government officials will be visiting the campus, must report that information to the Executive Director.

#### **Conflict of Interest Employee**

Except as otherwise expressly provided by law, no employee:

1. Who is involved in making or administering a contract on behalf of the school shall derive a direct benefit from the contract.
2. Who will derive a direct benefit from any contract entered into by or on behalf of Kestrel Heights Charter School shall attempt to influence any other person who is involved in making or administering the contract.
3. May solicit or receive any gift, reward, or promise or reward in exchange for recommending, influencing, or attempting to influence the award of any contract
4. Shall use non-public or confidential knowledge to gain any pecuniary benefit from the action or aid another to do so.

## **Conflict of Interest Board of Directors**

A person shall not be disqualified from serving as a member of a charter school's board of directors because of the existence of a conflict of interest, so long as the person's actions comply with the school's conflict of interest policy as provided in G.S. 115C-218.15(b)(3) and applicable law. Reference § 115C-218.15.

No voting member of the governing board shall be an employee of a for-profit company that provides substantial services to the charter school for a fee.

### Section 1. General provisions.

Directors shall avoid improper conduct arising from conflicts of interest and shall abide by all legal requirements governing conflicts of interests, including G.S. 55A-8-31. If any Director has or may have a conflict of interest in a matter pending before the Board, such member shall fully disclose to the Board the nature of the conflict or potential conflict. No transaction may be approved if it would constitute self-dealing.

### Section 2. Statutory requirements.

Board practice regarding conflicts of interest shall be governed ultimately by G.S. 55A-8-31, as amended or replaced at any time subsequent to the adoption of this policy. Specific statutory requirements include the following.

(a) A conflict of interest transaction is a transaction with the Corporation in which a Director of the Corporation has a direct or indirect interest. A conflict of interest transaction is not voidable by the Corporation solely because of the Director's interest in the transaction if any one of the following is true:

- (1) The material facts of the transaction and the Director's interest were disclosed or known to the Board of Directors or a committee of the Board and the Board or committee authorized, approved, or ratified the transaction;
- (2) The material facts of the transaction and the Director's interest were disclosed or known to the members entitled to vote and they authorized, approved, or ratified the transaction; or
- (3) The transaction was fair to the Corporation.

(b) A Director of the Corporation has an indirect interest in a transaction if:

- (1) Another entity in which he has a material financial interest or in which he is a general partner is a party to the transaction; or
- (2) Another entity of which he is a Director, officer, or trustee is a party to the transaction and the transaction is or should be considered by the Board of Directors of the Corporation.

(c) For purposes of subdivision (a)(1) of this section, a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the Directors on the Board of Directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction shall not be authorized, approved, or ratified under this section by a single Director. If a majority of the Directors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this section. The presence of, or a vote cast by, a Director with a direct or indirect interest in the transaction does not affect the validity of any action taken under subdivision (a)(1) of this section if the transaction is otherwise authorized, approved, or ratified as provided in that subdivision.

(d) For purposes of subdivision (a)(2) of this section, a conflict of interest transaction is authorized, approved, or ratified by the members if it receives a majority of the votes entitled to be counted under this subsection. Votes cast by or voted under the control of a Director who has a direct or indirect interest in the transaction, and votes cast by or voted under the control of an entity described in subdivision (b)(1) of this section, shall not be counted in a vote of members to determine whether to authorize, approve, or ratify a conflict of interest transaction under subdivision (a)(2) of this section. The vote of these members, however, is counted in determining whether the transaction is approved under other sections of this Chapter. A majority of the votes, whether or not present, that are entitled to be cast in a vote on the transaction under this subsection constitutes a quorum for the purpose of taking action under this section.

(e) The Articles of Incorporation, Bylaws, or a resolution of the Board may impose additional requirements on conflict of interest transactions.

### Section 3. Definitions.

(a) **Interested Person.** Any Director, principal officer, or member of a committee with Board-delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

(b) **Financial Interest.** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- (1) An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement,
- (2) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
- (3) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

### Section 4. Procedures.

(a) **Duty to Disclose.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Directors and members of committees with board-delegated powers considering the proposed

transaction or arrangement.

(b) **Determining Whether a Conflict of Interest Exists.** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

(c) **Procedures for Addressing the Conflict of Interest.**

(1) An interested person may make a presentation to the Board of Directors or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(2) The Chairman of the Board of Directors, or the chair of the committee if a committee meeting is appropriate, shall appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(3) After exercising due diligence, the Board or committee shall determine whether the Corporation can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(4) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested members whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

(d) **Violations of the Conflicts of Interest Policy.**

(1) If the Board of Directors or one of its committees has reasonable cause to believe a member has failed to disclose actual or a foreseeable conflict of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(2) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary or corrective action.

#### **Section 5. Records of proceedings.**

The minutes of the Board of Directors and all committees with Board-delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the decision of the Board or committee as to whether a conflict of interest in fact existed.



(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### Section 6. Compensation.

(a) Board members shall receive no compensation for serving on the board and may not receive compensation from the Corporation for any services provided to the Corporation.

(b) Board members may be reimbursed for travel, accommodations, and meals when traveling on behalf of the school.

#### Section 7. Annual statements.

Each Director, principal officer and member of a committee with Board-delegated powers shall annually sign a statement that affirms such person

(a) has received a copy of the conflicts of interest policy,

(b) has read and understands the policy,

(c) has agreed to comply with the policy, and

(d) understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

#### Section 8. Periodic reviews.

To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

(b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

#### Section 9. Use of outside experts.

When conducting the periodic reviews as provided for in this Article, the Corporation may choose to employ outside experts. If outside experts are used, their use shall not relieve the Board of Directors of its responsibility for ensuring that periodic reviews are conducted.

#### **Weapons Prohibited On School Property**

It is the policy of Kestrel Heights School that the school shall be free of all unauthorized weapons. No employee or other person shall carry, or encourage another person to carry, whether openly or concealed, an unauthorized weapon as defined below, onto school property at any time or to a curricular or extra-curricular activity sponsored by the school.

### Weapon

Is defined as any gun, rifle, pistol, or other firearm of any kind, or any dynamite cartridge, bomb, grenade, mine, or powerful explosive as defined in G.S. 14-284.1, any BB gun, stun gun, air rifle, air pistol, bowie knife, dirk, dagger, slingshot, leaded cane, switchblade knife (a knife containing a blade that opens automatically by the release of a spring or a similar contrivance), blackjack, metallic knuckles, razors and razor blades (except solely for personal shaving), firework, and any sharp-pointed or edged instrument except instructional supplies, unaltered nail files and clips and tools used solely for preparation of food, instruction, and maintenance, on school property. For the purposes of this policy, “weapon” is also defined as any ammunition, weapon parts, or facsimile of a weapon.

### School property

Is defined as any public or private school building or bus, public or private school campus, grounds, recreational area, athletic field, or other property owned, used, or operated.

This policy shall not apply to:

- a) A weapon used solely for educational or school-sanctioned ceremonial purposes, with the prior approval of the Executive Director;
- b) With the prior approval of the Executive Director, a weapon used in a school-approved program conducted under the supervision of an adult whose supervision has been approved by the Executive Director; or
- c) Firefighters, emergency service personnel, North Carolina Forest Service personnel, any private police entity when acting in the discharge of their official duties or law enforcement officers or any of those persons specifically exempted by G.S. 14-269(b).

Any employee who is aware that an unauthorized weapon has been carried onto school property must immediately notify the Executive Director or principal. Violation of this policy may subject the employee to dismissal. The Executive Director shall immediately report violations of this policy to law enforcement and the Board of Directors.

### **Prohibited Conduct at School Events**

In an effort to promote safe schools and good character and to reduce the opportunities for disruption of or interference with school and school-related activities, while preserving the school grounds for their intended purposes and promoting the basic educational mission of the school, the following conduct shall be prohibited at all times on school grounds and at all school related meetings and events:

- Profane, lewd, obscene or offensive conduct, including the use of profane, lewd, obscene or offensive language.
- Conduct that creates a substantial disruption of school activity
- Other conduct that is unbecoming of a professional and or disruptive by nature towards any KHS stakeholders. These behaviors include:
  - Rude or riotous noise or conduct

- o Disorderly or assaultive conduct
- o Defacing public property
- o Commission of any nuisance
- o Threatening the health or safety of others
- o Any games of chance or other forms of gambling that are illegal under state or federal law
- o Any other conduct that violates any applicable laws or policies of Kestrel Heights School

Employees or any other individuals who engage in such conduct are subject to immediate expulsion from school grounds or from a school-related activity. Where appropriate, individuals engaging in such conduct may be subject to dismissal as well as arrest and prosecution.

The Executive Director shall have the authority to take other reasonable measures to implement this policy and to maintain a safe and positive learning environment for students and staff. The Executive Director is specifically authorized to invoke state trespassing laws to maintain safety and order in school.

For purposes of this policy statement, “school grounds” shall include the school parking lot, auditorium, gymnasium, athletic fields, buildings, and school buses.

### **Alcoholic Beverages**

The possession or consumption of alcoholic beverages, including beer, malt liquor, and wine is not permitted on school property. Any school visitor who possesses or consumes any such beverage on school property will be asked to leave the school property immediately, and, if he or she fails to do so, will be reported to law enforcement for criminal trespass, disorderly conduct or other charges, as may be appropriate.

### **Tobacco-Free Environment**

Kestrel Heights School recognizes that the use of tobacco products is a health, safety, and environmental hazard for students, employees, visitors, and school facilities. The Board of Directors believes that the use of tobacco products on school grounds, in school buildings, and facilities, on school property or at school-related or school-sponsored events is detrimental to the health and safety of students, staff and visitors. The Board of Directors acknowledges that adult employees and visitors serve as role models for students. The Board of Directors recognizes that it has an obligation to promote positive role models in schools and promote a healthy learning and work environment, free from unwanted smoke and tobacco use for the students, employees, and visitors at the school. Finally, the Board of Directors recognizes that it has the legal authority and obligation pursuant to G.S. 115C-407 policy prohibiting Tobacco Use in School Buildings as well as the federal Pro-Children’s Act, Title X of Public Law 103-227 and the No Child Left Behind Act.

### **Staff Participation in Political Activities**

Kestrel Heights School believes that employees have the right and obligation to be informed and politically active citizens - including the right to register, the right to vote, the right to be active members of the political party of their choice, the right to campaign for candidates and the right to seek, campaign for, and serve in public office provided there is no local, state or federal law prohibiting them from seeking a certain political office. No employee's position will be in jeopardy due to his or her political activities as long as the employee adheres to the terms of this policy and provided the political participation or group affiliation, does not jeopardize the schools' charter, public image, and/or good will in the community. No person employed by Kestrel Heights School shall engage in partisan political activity during the employee's working hours, or at any time the employee is performing his or her job duties. No employee may use school equipment at any time for a partisan political activity.

### **Faculty/Employee Dress**

Kestrel Heights School believes that all employees, while on duty or in attendance at school functions, should dress professionally and appropriately for their job duties and responsibilities. Employees are expected to dress in appropriate professional attire that distinguishes them from students, and to follow basic rules of good grooming and personal hygiene.

Approved July 10, 2018

## **2.63 Employee Records and Files**

### **Personnel Records and Files**

Kestrel Heights School shall maintain at the school a confidential personnel file for each employee.

This file shall hold all records and documents concerning the employee, including, but not limited to:

1. Evaluation reports.
2. Commendations for and complaints against the employee
3. Written suggestions for changes and improvements
4. Health certificate
5. Pre-employment record and references
6. Academic record
7. Contracts
8. Resignations
9. Achievements, honors

The pre-employment file shall include those materials relating to the selection process for personnel employed by Kestrel Heights School, shall be confidential and shall be placed in a file

and shall not be a part of the employee's personnel file and shall not be open to inspection by the employee. Its contents shall include but shall not necessarily be limited to the employment application, recommendations, applicant statements, interview summaries, and correspondence concerning the status of the application or the selection process.

### Complaints

All complaints or suggestions shall be signed by the person making a complaint or suggestion and shall be placed in the employee's personnel file after five days of notice to the employee. In the event there is denial or explanation relating to such a complaint or suggestion, the employee shall have the right to make such denial or explanation in writing, and this document shall also be placed in the file. The file shall be available to employees for inspection between the hours of 8:30 a.m. and 3:30 p.m., Monday through Friday. Requests to examine files shall be made to the Executive Director, Business Manager, and/or the Chair of the Board of Directors.

### Access to Files

The Executive Committee, Executive Director, and other designated employees shall have access to employee files. No other person without the written consent of the employee shall be allowed to review the personnel files. Permission must specify the records to be released or to be seen and to whom they are to be released.

### Review Files

Staff members may request to review their personnel file with reasonable advance notice. In the event information is inaccurate, staff members may make a written request to the Executive Director that the inaccurate information be removed or corrected. Unless the Executive Director determines the request should be granted, the Executive Director will make recommendations to the Board of Director, who will make the final decision.

### Safeguarded

Personal information will be safeguarded to prevent identity theft. Kestrel Heights School will only use and retain a staff member's Social Security Number and personally identifiable information in accordance with federal and state law. The Board of Directors must approve any request for personally identifiable information, after consultation with the school's attorney. Any information that is not required to be retained by state or federal law will be destroyed by the school.

### **Record Keeping**

The faculty and staff of KHS shall keep records in accordance with all laws and regulations of the United States, the State of North Carolina and the State Board of Education, including, but not limited to the Family Rights and Privacy Act ("FERPA"), 20 USC section 1232g, and NCGS Chapter 132, the Public Records Act. Employees are reminded that all notes and emails pertaining to a student, or the work of the school, are Public records that must be provided to and maintained by the school and surrendered upon demand.

## **2.66 Grievance Procedure for Employees**

The intent of this policy is to secure, at the lowest possible level, equitable solutions to problems affecting employees. These grievance proceedings shall be kept as informal and confidential as possible at all levels of the procedure.

### **Formal Written Claim**

An employee grievance is defined as the formal written claim by a Kestrel Heights School employee or group of employees that there has been a violation, misinterpretation, or misapplication of federal or state law or regulation, or Kestrel Heights School policies.

### **Resolution Process**

It is desirable for grievances to be resolved through free and informal communications. An employee should first attempt to resolve any grievance through discussion with the employee's supervisor. If a grievance cannot be resolved at this level, the aggrieved employee may request a grievance conference with the supervisor.

### **Timelines**

Failure of an employee to comply with timelines listed below will result in denial of the grievance or appeal. The Board prohibits retaliation against an employee who files a grievance under this policy. Failure of the school administration to comply with these timelines will result in automatic right of appeal to the next level.

#### **Step I**

Supervisor Conference. An employee wishing to invoke the grievance procedure shall make a written request for a conference with the supervisor. The request shall describe the grievance and name the specific policy, rule or law in question. The following additional guidelines shall be observed in Step I:

1. A grievance shall be filed as soon as possible but not longer than thirty (30) calendar days after disclosure of the facts giving rise to the grievance.
2. The supervisor shall grant the conference within five (5) workdays following receipt of the request. The supervisor will state in writing his/her position on the question to the employee within five (5) workdays following the conference.
3. The supervisor conference should involve the supervisor and employee only, unless they both agree to include other participants.

#### **Step II**

Appeal to the Executive Director. If the grievance is not resolved at Step I, the employee may appeal the supervisor's decision in writing to the Executive Director, unless the Executive Director is the employee's direct supervisor. In that event, the appeal will go to a member of the Board of Directors. The appeal must be made within five (5) workdays following receipt of the supervisor's written response (see guideline B of Step I above). The Executive Director or designee shall review the grievance and conduct an informal hearing within ten (10) workdays following receipt of the appeal. A written response shall be made to the employee and supervisor from the Executive Director or designee within five (5) workdays following the review. The aggrieved party may appeal the Executive Director decision to the Board of Directors. The

appeal must be made within five (5) workdays following receipt of the Executive Director's response.

### Step III

Appeal to the Board of Directors. A panel of the Board consisting of three (3) members shall hear the grievance. Any appeal to the Board panel shall be on the record unless the panel determines that additional information may be presented. At the appeal hearing, each side shall be allotted 30 minutes to present oral argument. The aggrieved party will be informed in writing of the panel's decision within five (5) workdays. The Board panel may affirm, disaffirm, or modify the decision of the Executive Director. The Executive Director will develop a grievance form to assist in recording each step of the grievance process. If the Board panel fails to reach a unanimous decision on the grievance, the matter will be reviewed by the full Board for a final decision.

## **2.69 Employment Status Policy**

### **Resignation**

All KHS employees must provide 30 days notice prior to resignation to the Executive Director; the Executive Director will inform the board of directors. Failure to do so may result in the school reporting the teacher to the Licensure Department of DPI. In special circumstances the Executive Director can waive the 30 day requirement.

Formal resignation is completing the termination paperwork provided by the Human Resources department.

### **Exit Survey/Interview**

All staff who are resigning, non-renewing, or resigning from Kestrel are required to complete an exit interview or survey.

## **2.72 Retirement**

Kestrel Heights School provides each full time employee an employee contribution account for retirement. The business office is available for questions about eligibility, as well as general tax questions. Staff members must consult their own tax professional for questions about how the retirement plan affects them. A staff member must provide the business office notice of their intent to retire 30 days before the effective date of the retirement.

## **2.75 Basis for Non-Renewal**

Kestrel Heights School may refuse to renew the contract of any teacher or school administrator or to re-employ any teacher or school administrator who is not under contract, for any cause it deems sufficient; provided, however, that the cause is not arbitrary, capricious, discriminatory, or for personal or political reasons.

## **2.78 Emergency Operations and Action Plans**

Kestrel Heights School staff members will immediately report all emergency situations to the Executive Director or the respective school principal. The executive director/principal will notify

the Board of Directors. In the event an administrator is not available, staff members are to call 911. Staff members will then provide assistance to the Executive Director or principals to help deal with the emergency. When the appropriate emergency personnel arrive, the staff, if requested, will provide assistance to the emergency responders. Kestrel Heights School will develop an action plan that includes evacuation routes and monthly fire drills. The staff is to be familiar with those action plans. Any action plan shall incorporate guidelines and recommendations from the Department of Homeland Security and any other appropriate federal, state or local agency. The school will look to federal experts for help with any anti-terrorism response.

Kestrel Heights School employees will be organized into emergency response teams to reduce confusion and facilitate an orderly evacuation of the school, prior to the arrival of emergency and law enforcement personnel. The director may arrange training for the staff with local first responders. If requested, the director will assist local authorities to set up an emergency shelter in the school buildings.

All KHS staff are responsible to observe and report any suspicious activity or condition in the school buildings. If an unauthorized person is in the building or a suspicious situation is discovered, the staff member is to notify the Executive Director or the building principal. If the administrator is not available, the staff member should call 911 and report the situation to the authorities. Staff members should not try to conduct any investigation; they should leave the investigation to the appropriate law enforcement agency.

All KHS staff will report any unsafe or dangerous condition or activity to the director or the appropriate principal to avoid personal injuries or property damage on the campus. All private vehicles are to be removed from the campus daily. KHS will not be responsible for damage, loss or theft of items from privately owned vehicles parked on school property.

### **2.81 Media Contact Policy**

All KHS staff members are responsible for creating and maintaining a cooperative working relationship with the media. As a charter school, Kestrel Heights encourages media coverage of its staff and students. Media coverage of a school event must be approved by the school principal or Executive Director prior to coverage. Failure to comply will result in disciplinary action.

Kestrel Heights School will gladly work with Internet, newspaper, television and radio reporters to coordinate coverage of school events. The staff must obtain prior approval of the content from the Board of Directors before participating in any public affairs programming, such as community service announcements and ensure the appropriate student and staff releases are on file prior to the media event.

### **2.84 Distribution and Display of Information**

All KHS employees are prohibited from distributing or posting non-school related material, including brochures and business cards without the prior approval of the Executive Director. The Board of Directors may provide approval of these items before distribution or display.



## **2.87 K-12 Hospitality Committee Policy**

Purpose: The K-12 Hospitality committee will be run by the Teacher Advisory committee for the purpose of supporting staff members, improving staff morale, and recreating the “family feel” of Kestrel.

The K-12 hospitality committee is intended to be the “first point of contact” for any of these hospitality situations. Individual schools or staff members may choose to honor their coworker in an additional way. The K-12 hospitality policy does not replace or substitute anything that individual schools or staff members might do additionally, but ensures a timely and equitable response for all staff members regardless of school building or position.

Plan for Disbursement: Teacher Advisory committee members will be responsible for notifying the business office of items needing purchased. The business office will purchase and keep gift cards and greeting cards on hand for this task.

Guidelines for Purchases by Occasion:

- Wedding: \$20 gift card, mention in K-12 newsletter at recipient’s approval
- New Baby or Adoption: \$20 gift card, mention in K-12 newsletter at recipient’s approval
- Death in Immediate family (parents, spouse, siblings, children): \$20 bouquet of flowers OR \$20 donation to charity of family’s choice
- Retirement: \$20 gift card, mention in K-12 newsletter at recipient’s approval
- Catastrophic event (house fire, injury or illness requiring hospitalization, emergency/major surgery, etc.): \$20 gift card

\*\*For above listed items, staff members will be given the option to “chip in” toward the gift card or donation at their discretion.

Guidelines for Cards by Occasion:

- Leaving Kestrel (not retiring): Greeting card \$5 or less
- Death in extended family (grandparents, aunts/uncles, cousins, etc.): Greeting card \$5 or less
- Educational/Professional Milestone (special certifications, PhD, national board certification, completion of advanced degrees such as Master’s Degree, offsite recognition such as an award): Greeting card \$5 or less, mention in K-12 newsletter at recipient’s approval

\*\*For educational title celebrations such as Boss’ Day, Administrative Assistant’s Day, School Counselor’s Day, custodial workers, etc. schools should plan to honor their coworkers at the building level.

## **2.90 Teachers as Ex-Officio Members of the Board of Directors**

The North Carolina General Assembly has established a precedent through state law defining how teachers within a public charter school may serve on the Board of Directors of that public charter. North Carolina General Statute § 115C-218.1(b)(3) states the law as follows:

The governance structure of the school includes the names of the initial members of the Board of Directors of the nonprofit, tax-exempt corporation and the process to be followed by the school to ensure parental involvement. **A teacher employed by the board of directors to teach in the charter school may serve as a non voting member of the board of directors for the charter school.** (emphasis added).<sup>1</sup>

The North Carolina General Assembly has also determined by state statute how conflicts of interest shall be resolved with respect to employees/teachers of a public charter school in North Carolina General Statute § 115C-218.15, which says the following:

... (b) A charter school shall be operated by a private nonprofit corporation that shall have received federal tax-exempt status no later than 24 months following final approval of the application. The board of directors of the charter schools shall adopt a conflict of interest and anti-nepotism policy that includes, at a minimum, the following:

(1) The requirements of Chapter 55A of the General Statutes related to conflicts of interest. The relevant requirements of Chapter 55A are found in North Carolina General Statute § 55A-8-31. Director conflict of interest states that:

(a) A conflict of interest transaction is a transaction with the corporation in which a director of the corporation has a direct or indirect interest. A conflict of interest transaction is not voidable by the corporation solely because of the director's interest in the transaction if any one of the following is true:

(1) The material facts of the transaction and the director's interest were disclosed or known to the board of directors or a committee of the board and the board or committee authorized, approved, or ratified the transaction;

(2) The material facts of the transaction and the director's interest were disclosed or known to the members entitled to vote and they authorized, approved, or ratified the transaction; or

(3) The transaction was fair to the corporation.

(b) For purposes of this section, a director of the corporation has an indirect interest in a transaction if:

(1) Another entity in which he has a material financial interest or in which he is a general partner is a party to the transaction; or

(2) Another entity of which he is a director, officer, or trustee is a party to the transaction and the transaction is or should be considered by the board of directors of the corporation

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<sup>1</sup> It should be noted that in 2017, the State Board of Education approved an amendment to the Bylaws of Kestrel Heights School, a public charter school, which removed the provision requiring the addition of a teacher as a member of the Board of Directors consistent with the foregoing change in statutory law that precluded teachers as voting members of the Board of Directors.

(2) A requirement that before any immediate family, as defined in G.S. 115C-12.2, of any member of the board of directors or a charter school employee with supervisory authority shall be employed or engaged as an employee, independent contractor, or otherwise by the board of directors in any capacity, such proposed employment or engagement shall be (i) disclosed to the board of directors and (ii) approved by the board of directors in a duly called open-session meeting. **The burden of disclosure of such a conflict of interest shall be on the applicable board member or employee with supervisory authority.** If the requirements of this subsection are complied with, the charter school may employ the immediate family of any member of the board of directors or a charter school employee with supervisory authority. (emphasis added).

**(3) A requirement that a person shall not be disqualified from serving as a member of a charter school's board of directors because of the existence of a conflict of interest, so long as the person's actions comply with the school's conflict of interest policy established as provided in this subsection and applicable law.** (emphasis added). ...

(d) The board of directors of the charter school shall decide matters related to the operation of the school, including budgeting, curriculum, and operating procedures.

### **What does it mean to be an ex-officio member of the Board of Directors**

The term “ex-officio” is a common Latin phrase which when literally translated means “from the office.” It should not be used to describe a type of membership in an organization but rather an obligation or privilege a person has, by virtue of their position, to serve on a board or committee. Therefore, when an ex-officio member ceases to hold the office that entitles him to membership, his membership on the board terminates automatically. [Robert’s Rules of Order, Newly Revised](#) (11<sup>th</sup> Edition) pages 483-484 describes ex-officio board members in more detail.

If an ex-officio member is also an officer, such as an organization’s treasurer, the chair of a standing committee, or even an employee who is under the authority of the organization, that person has all the rights and obligations of membership of the board or committee to which they serve. Some of the rights of membership include making motions, speaking in debate, **but not voting**. (emphasis added). The obligations include attending the meetings; being an active and contributing member.

Ex-officio members might also be people who are not actual members of the organization but who hold some position of relevance to the board or committee. These ex-officio members may have expertise or hold positions of influence important to the organization. These members, like members of the organization described above, also possess the privileges associated with membership but they do not share any of the obligations. Therefore, these members should not be included when determining the number of members needed for a quorum or counted when determining if a quorum is present (this is also the case, for the president of an organization when the bylaws provide that the president shall be an ex-officio member of all committees).

Ex-officio members of the Board of Directors also have the same duties and responsibilities as actual members of the board. For example, they have the duties of loyalty, responsibility, confidentiality, and other fiduciary requirements. These duties cannot and should not be taken lightly. North Carolina General Statute § 55A-8-30 General standards for directors states the responsibilities of a director as follows:

- (a) A director shall discharge his duties as a director, including his duties as a member of a committee:
  - (1) In good faith;
  - (2) With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
  - (3) In a manner the director reasonably believes to be in the best interests of the corporation.

For instance, information gleaned while serving in an ex-officio capacity shall not be shared publicly if it would impede the ability of the board to perform its duties or otherwise compromise the activities of the board consistent with state law and matters that must be held in confidence due to disclosure and discussion during closed sessions of the Board of Directors.

Teachers as ex-officio members of the Board of Directors may not disclose information disclosed or discussions held during closed sessions of the Board of Directors unless and until the matter is disclosed and/or discussed in open session consistent with North Carolina General Statute § 132-1.1 (Prohibiting the disclosure of confidential communications from legal counsel to a public entity written or otherwise for a period of three years); and North Carolina General Statute § 132-1.2 (Precluding the disclosure of confidential information generally).

To ensure confidentiality and the protection of information provided to the Board of Directors in confidence and/or to maintain compliance with the Family Educational Rights and Privacy Act of 1974, as amended, members of the Board of Directors, including Ex-officio members, may be required to sign Non-Disclosure Agreements (NDA) periodically in the discretion Board of Directors. The execution of a NDA by members of the Board of Directors is designed to ensure that its members are aware of the consequences that can befall the organization if confidential non-public information is improperly disclosed. For example, information regarding potential land acquisition or sale, leasing, or bids for construction activities, applicant information, and/or applications may not be disclosed if discussed during a closed session. However, the public announcement of the purchase or sale of land, leasing agreement, or a successful bidder may be disclosed in open session after approval so as to not provide others involved with an unfair advantage that may hamper negotiations.

In short, accepting a position as an ex-officio member of the Corporation for Effective Schooling d/b/a Kestrel Heights School is a tremendous responsibility and opportunity. However, it is a position that should not be accepted lightly. As an ex-officio member of the Board of Directors you will have many constituents, the public in general, students, the staff, the administration, and teaching professionals within the school, and your fellow members of the Board of Directors. Balancing the needs of these constituents with the requirements of board of director membership and the rigors of state law can be challenging, but extremely rewarding.

## **APPENDIX A. CODE OF ETHICS FOR NORTH CAROLINA TEACHERS**

### **NORTH CAROLINA STATE BOARD OF EDUCATION**

#### **Policy Manual**

##### **Policy Identification**

**Priority:** Twenty-first Century Professionals

**Category:** Qualifications and Evaluations

**Policy ID Number:** [TCP-C-014](#)

**Policy Title:** 16 NCAC 6C.0601 Policy regarding the Code of Ethics for North Carolina Educators

**Current Policy Date:** 02/05/1998

**Other Historical Information:** Previous Board date: 06/05/1997

##### **Statutory Reference:**

**Administrative Procedures Act (APA) Reference Number and Category:** 16 NCAC 6C.0601; 16 NCAC 6C.0602

1. Code of Ethics for North Carolina Educators

**Preamble:** The purpose of this Code of Ethics is to define standards of professional conduct.

The responsibility to teach and the freedom to learn, and the guarantee of equal opportunity for all are essential to the achievement of these principles. The professional educator acknowledges the worth and dignity of every person and demonstrates the pursuit of truth and devotion to excellence, acquires knowledge, and nurtures democratic citizenship. The educator exemplifies a commitment to the teaching and learning processes with accountability to the students, maintains professional growth, exercises professional judgment, and personifies integrity. The educator strives to maintain the respect and confidence of colleagues, students, parents and legal guardians, and the community, and to serve as an appropriate role model.

To uphold these commitments, the educator:

I. Commitment to the Student.

A. Protects students from conditions within the educator's control that circumvent learning or are detrimental to the health and safety of students.

B. Maintains an appropriate relationship with students in all settings; does not encourage, solicit, or engage in a sexual or romantic relationship with students, nor touch a student in an inappropriate way for personal gratification, with intent to harm, or out of anger.

C. Evaluates students and assigns grades based upon the students' demonstrated competencies and performance.

D. Disciplines students justly and fairly and does not deliberately embarrass or humiliate them.

E. Holds in confidence information learned in professional practice except for professional reasons or in compliance with pertinent regulations or statutes.

F. Refuses to accept significant gifts, favors, or additional compensation that might influence or appear to influence professional decisions or actions.

II. Commitment to the School and School System

A. Utilizes available resources to provide a classroom climate conducive to learning and to promote learning to the maximum possible extent.

B. Acknowledges the diverse views of students, parents and legal guardians, and colleagues as they work collaboratively to shape educational goals, policies, and decisions; does not proselytize for personal viewpoints that are outside the scope of professional practice.

C. Signs a contract in good faith and does not abandon contracted professional duties without a substantive reason.

D. Participates actively in professional decision-making processes and supports the expression of professional opinions and judgments by colleagues in decision-making processes or due process proceedings.

E. When acting in an administrative capacity:

1. Acts fairly, consistently, and prudently in the exercise of authority with colleagues, subordinates, students, and parents and legal guardians.
2. Evaluates the work of other educators using appropriate procedures and established statutes and regulations.
3. Protects the rights of others in the educational setting, and does not retaliate, coerce, or intentionally intimidate others in the exercise of rights protected by law.
4. Recommend persons for employment, promotion, or transfer according to their professional qualifications, the needs and policies of the LEA, and according to the law.

### III. Commitment to the Profession

A. Provides accurate credentials and information regarding licensure or employment and does not knowingly assist others in providing untruthful information.

B. Takes action to remedy an observed violation of the Code of Ethics for North Carolina Educators and promotes understanding of the principles of professional ethics.

C. Pursues growth and development in the practice of the profession and uses that knowledge in improving the educational opportunities, experiences, and performance of students and colleagues.

Adopted by the State Board of Education June 5, 1997.

SECTION .0600 - CODE OF PROFESSIONAL PRACTICE AND CONDUCT FOR NORTH CAROLINA EDUCATORS

**16 NCAC 6C.0601 – THE PURPOSE AND APPLICABILITY OF THE RULES OF PROFESSIONAL CONDUCT FOR EDUCATORS**

The purpose of these rules is to establish and uphold uniform standards of professional conduct for licensed professional educators throughout the State. These rules shall be binding on every person licensed by the SBE, hereinafter referred to as "educator" or "professional educator," and the possible consequences of any willful breach shall include license suspension or revocation. The prohibition of certain conduct in these rules shall not be interpreted as approval of conduct not specifically cited.

History Note: Authority G.S. 115C-295.3;

Eff. April 1, 1998.

**16 NCAC 6C.0602 – THE STANDARDS OF PROFESSIONAL CONDUCT FOR NC EDUCATORS**

- (a) The standards listed in this Section shall be generally accepted for the education profession and shall be the basis for State Board review of performance of professional educators. These standards shall establish mandatory prohibitions and requirements for educators. Violation of these standards shall subject an educator to investigation and disciplinary action by the SBE or LEA.
- (b) Professional educators shall adhere to the standards of professional conduct contained in this Rule. Any intentional act or omission that violates these standards is prohibited.
  - (1) Generally recognized professional standards. The educator shall practice the professional standards of federal, state, and local governing bodies.



- (2) Personal conduct. The educator shall serve as a positive role model for students, parents, and the community. Because the educator is entrusted with the care and education of small children and adolescents, the educator shall demonstrate a high standard of personal character and conduct.
- (3) Honesty. The educator shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties including the following:
  - (A) statement of professional qualifications;
  - (B) application or recommendation for professional employment, promotion, or licensure;
  - (C) application or recommendation for college or university admission, scholarship, grant, academic award, or similar benefit;
  - (D) representation of completion of college or staff development credit;
  - (E) evaluation or grading of students or personnel;
  - (F) submission of financial or program compliance reports submitted to state, federal, or other governmental agencies;
  - (G) submission of information in the course of an official inquiry by the employing LEA or the SBE related to facts of unprofessional conduct, provided, however, that an educator shall be given adequate notice of the allegations and may be represented by legal counsel; and
  - (H) submission of information in the course of an investigation by a law enforcement agency, child protective services, or any other agency with the right to investigate, regarding school-related criminal activity; provided, however, that an educator shall be entitled to decline to give evidence to law enforcement if such evidence may tend to incriminate the educator as that term is defined by the Fifth Amendment to the U.S. Constitution.
- (4) Proper remunerative conduct. The educator shall not solicit current students or parents of students to purchase equipment, supplies, or services from the educator in a private remunerative capacity. An educator shall not tutor for remuneration students currently assigned to the educator's classes, unless approved by the local superintendent. An educator shall not accept any compensation, benefit, or thing of value other than the educator's regular compensation for the performance of any service that the educator is required to render in the course and scope of the educator's employment. This Rule shall not restrict performance of any overtime or supplemental services at the request of the LEA; nor shall it apply to or restrict the acceptance of gifts or tokens of

minimal value offered and accepted openly from students, parents, or other persons in recognition or appreciation of service.

- (5) Conduct with students. The educator shall treat all students with respect. The educator shall not commit any abusive act or sexual exploitation with, to, or in the presence of a student, whether or not that student is or has been under the care or supervision of that educator, as defined below:
  - (A) any use of language that is considered profane, vulgar, or demeaning;
  - (B) any sexual act;
  - (C) any solicitation of a sexual act, whether written, verbal, or physical;
  - (D) any act of child abuse, as defined by law;
  - (E) any act of sexual harassment, as defined by law; and
  - (F) any intentional solicitation, encouragement, or consummation of a romantic or physical relationship with a student, or any sexual contact with a student. The term "romantic relationship" shall include dating any student.
- (6) Confidential information. The educator shall keep in confidence personally identifiable information regarding students or their family members that has been obtained in the course of professional service, unless disclosure is required or permitted by law or professional standards, or is necessary for the personal safety of the student or others.
- (7) Rights of others. The educator shall not willfully or maliciously violate the constitutional or civil rights of a student, parent/legal guardian, or colleague.
- (8) Required reports. The educator shall make all reports required by Chapter 115C of the North Carolina General Statutes.
- (9) Alcohol or controlled substance abuse. The educator shall not:
  - (A) be under the influence of, possess, use, or consume on school premises or at a school-sponsored activity a controlled substance as defined by N.C. Gen. Stat. § 90-95, the Controlled Substances Act, without a prescription authorizing such use;
  - (B) be under the influence of, possess, use, or consume an alcoholic beverage or a controlled substance on school premises or at a school-sponsored activity involving students; or
  - (C) furnish alcohol or a controlled substance to any student except as indicated in the professional duties of administering legally prescribed medications.

- (10) Compliance with criminal laws. The educator shall not commit any act referred to in G.S. 115C-332 and any felony under the laws of the United States or of any state.
- (11) Public funds and property. The educator shall not misuse public funds or property, funds of a school-related organization, or colleague's funds. The educator shall account for funds collected from students, colleagues, or parents/legal guardians. The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.
- (12) Scope of professional practice. The educator shall not perform any act as an employee in a position for which licensure is required by the rules of the SBE or by Chapter 115C or the North Carolina General Statutes during any period in which the educator's license has been suspended or revoked.
- (13) Conduct related to ethical violations. The educator shall not directly or indirectly use or threaten to use any official authority or influence in any manner that tends to discourage, restrain, interfere with, coerce, or discriminate against any subordinate or any licensee who in good faith reports, discloses, divulges, or otherwise brings to the attention of an LEA, the SBE, or any other public agency authorized to take remedial action, any facts or information relative to actual or suspected violation of any law regulating the duties of persons serving in the public school system, including but not limited to these Rules.

History Note: Authority G.S. 115C-295.3;  
Eff. May 1, 1998.