



Employee Handbook

2026-27

Employee Handbook

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WELCOME TO LEDYARD CHARTER SCHOOL!

Ledyard Charter School (LCS) is an independent public charter school that operates under the educational laws and regulations of the State of New Hampshire. LCS was founded in 2009 as an alternative setting for high school students from the Upper Valley who sought a school that could engage them in learning through personalized instruction and a supportive social environment.

This employee handbook will familiarize you with the various aspects of working at the school. It includes the policies adopted by the Ledyard School Board of Directors in order to comply with the requirements of the state and to provide a clear explanation of compensation and governance to employees. It provides information about management policies that dictate the school's compensation and benefits for its staff members, that define teacher rights and responsibilities, and that ensure the safety of all students and staff.

We encourage you to use the handbook as a resource for understanding the school, and I expect that it will be a useful reference document in the future. If you have any questions about its policies or stipulations, please do not hesitate to ask me about them.

We are pleased to welcome you as an employee of the LCS. I hope that you will find the work to be enjoyable and fulfilling and that the administration and board will provide you with a setting that will enable you to begin a productive career here.

Wendy Kozak, Executive Director

SECTION 1

INTRODUCTION AND WELCOME

1.1 Mission of Ledyard Charter School

LCS encourages students and their families to actively participate in the LCS educational experience. We promise to care for the whole person, to accommodate diverse learning styles, and equip students with the tools for life.

1.2 Introduction

The policies and practices of LCS are adopted by the Board of Directors which regularly reviews and revises them. The administration and Board bear the responsibility to notify staff members of any and all changes, but employees should remain aware of the possibility of changes and check with the Executive Director for the most current information whenever there are questions. For example, school benefit plans are often defined in legal documents such as insurance contracts, official plan texts, and trust agreements. If a question arises about the nature and extent of plan benefits or if there is conflicting language, the formal language of the plan's contractual documents governs, not the informal wording of this handbook.

LCS educates up to 50 teenaged students each year from a range of backgrounds and with varied skills and needs. The school's special mission is to educate and nurture students with a personalized and supportive program of instruction and service. The school's foremost legal and ethical responsibilities are to ensure the safety of its students and employees and to protect them from any type of racial, ethnic, or gender discrimination, harassment, or bullying. All employees have the obligation to actively protect students from harm, and we expect all employees to be respectful of the differences and diversity amongst the school's staff and students.

SECTION 2

EMPLOYMENT POLICIES AND CONDITIONS OF EMPLOYMENT

2.1 Hiring Procedures

The Executive Director coordinates the recruitment, screening, and selection of applicants for all faculty, support staff, and volunteer positions at the school. The Board of Directors is responsible for officially approving employment contracts.

When a vacancy occurs or we create a new position, the Executive Director will post the position on LCS's web site and advertise the position as appropriate in a variety of media outlets. The Executive Director or his/her appointee, will select qualified candidates, schedule and conduct interviews and make final recommendations to the Board of Directors to extend official contracts. Upon Board approval of any offer, the Executive Director will then complete the hiring process with the preferred candidate. All personnel hires will be subject to criminal background checks that include fingerprinting.

2.2 Equal Employment Opportunity

LCS maintains a policy of equal employment opportunity for all employees and applicants for employment. We hire, train, promote, compensate and dismiss employees without regard to race, color, religion, sex, sexual

orientation, national origin, age, marital or veteran status, disability, citizenship, as well as other classifications protected by applicable federal or state laws.

Our equal employment opportunity philosophy applies to all aspects of employment at LCS including recruiting, hiring, training, transfer, promotion, job benefits, pay, dismissal, educational assistance, and social and recreational activities.

LCS will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in undue hardship. This policy governs all aspects of employment including hiring, assignment, compensation, discipline, termination, and access to benefits and training.

2.3 Immigration Law Compliance

LCS is committed to employing only United States citizens and aliens who are authorized to work in the United States. Ledyard will comply with the Immigration Reform and Control Act of 1986. As a condition of employment, each new employee must properly complete, sign, and date the first section of the Immigration and Naturalization Service Form I-9.

2.4 Employment of Relatives

LCS has no prohibition against hiring relatives of employees. However, as a general rule, relatives, close family members such as parents, children, spouses or in-laws will not be hired into or transferred into positions where they directly or indirectly supervise or are supervised by another family member.

2.5 Term of Employment

The employment of any individual at LCS is “at-will” and it is for no guaranteed time period. An employee may terminate his or her relationship with Ledyard at any time and for any reason, and Ledyard may terminate an individual’s employment at any time with or without cause and without prior notice. None of the school policies, procedures, or benefits is to be construed as constituting a guaranteed employment contract.

2.6 Employment Categories

There are three categories of positions with corresponding contractual terms at LCS:

- Administrator: Ledyard employs an executive director and administrative assistant who is a full-time employee, a salaried employee, and eligible for benefits.
- Core teachers: Ledyard usually employs one or more core teachers who are salaried and eligible for benefits commensurate with their full-time equivalent status.

Each employee’s work status and compensation will be set and clarified in a letter of agreement at the commencement of employment and restated annually. For purposes of determining eligibility for employee benefits, the following definitions pertain:

- Exempt Employee is an individual, who, by definition in accordance with the Fair Labor Standards Act, is paid a salary and is exempt from overtime pay.

- Non-Exempt Employee is an individual who, by definition in accordance with the Fair Labor Standards Act must be paid overtime pay. All non-exempt employees are paid on an hourly basis. Non-exempt employees will receive overtime pay for work in excess of 40 hours per work week.
- Full-Time Employee is an employee whose normal work week is 30 hours or more and is employed for an indefinite period of time.
- Part-Time Employee is an employee whose normal work week is less than 30 hours or a seasonal worker who is hired to work for less than a year. Employees in these positions are able to participate in most school benefit programs at their personal expense.

2.7 Ethical Standards, Conflict of Interest and Protection of Confidential Information

LCS endeavors to conduct its business activities with integrity, fairness, and in accordance with the highest ethical standards. As an employee, you are obligated to uphold that reputation in every business activity. If an employee becomes aware of a violation of law or of egregious ethical misconduct that has not been acted upon by the operating management of the School, employees are encouraged to bring this information to the attention of the Chairman of the Board of Directors under the School's Whistleblower Policy.

Actual or potential conflicts of interest occur when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative of that employee. If an employee has any involvement in transactions involving purchases, contracts, or leases that are being considered by the management of LCS, then that employee must disclose the existence of the actual or potential conflict of interest to the Executive Director as soon as possible.

Employees may have a legitimate reason to know of confidential information related to students and/or co-workers. Employees are expected to maintain the confidentiality of information related to students, including but not limited to information that is protected by FERPA (the Buckley Amendment). Employees are also expected to maintain the confidentiality of any personal health information that is protected from disclosure under HIPAA or other federal or state law. To the extent that an employee questions whether information is confidential or someone seeks information from the employee, the employee should maintain the confidentiality of the information and not release the information without the express approval of the Executive Director or the Board Chairperson to do so.

2.8 Harassment and Bullying

It is illegal to harass others on the basis of their sex, sexual orientation, age over 40, race, color, national origin, religion, marital or veteran status, citizenship, disability or other personal characteristics. Harassment includes making derogatory remarks about such characteristics, making "jokes" about ethnic or other groups, and other verbal, physical and visual behavior. Bullying is another form of harassment. Violations of this policy will result in disciplinary action up to and including discharge.

2.9 Sexual Harassment

It is the policy of LCS to provide and maintain a workplace that is free of sexual harassment. Sexual harassment in the workplace is a violation of the school's policy and it is unlawful. This policy applies to all employees at all levels of the school.

Prohibited behavior that could be considered sexual harassment includes but is not limited to sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature that is perceived by the recipient as creating an intimidating, hostile, humiliating or sexually offensive working or living environment. In addition, no school administrator, male or female, may sexually harass any employee by making the submission or rejection of sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature either explicitly or implicitly a term or condition of employment or a basis for employment decisions.

Any employee who engages in sexual harassment is subject to disciplinary action, up to and including termination of employment.

All employees have the responsibility to intervene and to report situations of sexual harassment whenever they believe harassment may have occurred. It is also a violation of the school's policy and it is unlawful to retaliate against any employee for making or filing a complaint of sexual harassment or for cooperating in an investigation of a complaint of sexual harassment. Any such retaliation will also result in disciplinary action up to and including termination of employment.

2.10 Complaint Procedure

If an employee believes that he or she has been subjected to any form of harassment, whether by an administrator, a coworker or any other person with whom the employee comes into contact in connection with their work for the school, the employee should report the incident immediately to the Executive Director or the chair of the Board of Trustees.

The following is an outline of the procedure that is pursued when a complaint is brought to the attention of the school administrator or the Board of Directors:

A. The Executive Director or a designated representative of the school will conduct a prompt and impartial investigation of the complaint. That investigation may include (but will not necessarily be limited to) interviews with the employee who made the complaint, with the person or persons against whom the complaint was made and with other employees who may have witnessed the reported incident or incidents.

B. Upon completion of the investigation, the investigator will meet individually with the employee who made the complaint and the employee or employees against whom the complaint was made, to report the results of the investigation and, where an action is determined to be appropriate, to inform the parties of the steps that will be taken to correct the situation.

The school will release information arising out of a complaint or investigation only on a need-to-know basis. Employees should be aware, however, that some information must be shared in order for an effective investigation to be conducted and, also, that any school administrator who receives a complaint from an employee or who otherwise knows or has reason to believe that an employee is or has been subjected to harassment is expected to communicate the matter, as described above, promptly.

2.11 Whistleblower Protection

LCS requires trustees, employees and volunteers to observe high standards of business, and personal or educational ethics in the conduct of their duties and responsibilities. No one who, in good faith, reports a concern shall be subject to retaliation or to adverse employment consequences. Moreover, anyone who retaliates against someone who has reported a concern in good faith is subject to discipline up to and including dismissal from a volunteer position or termination of employment. Reports of concerns, and investigations pertaining thereto, shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

2.12 Suggestions and Grievance Procedure

Employees are encouraged to share their concerns, to seek information, to provide input, and to resolve problems and issues through the Executive Director. The Executive Director is expected to listen to employee concerns, to encourage their input, and to seek resolutions. If you have any suggestions or ideas that you believe would benefit LCS, we would encourage you to tell us about them. We are always looking for suggestions that improve methods, procedures and working conditions, reduce costs or errors, and benefit the School and its employees.

Situations may occur when an employee believes that a policy or contractual term affecting him or her has not been applied fairly and consistently. We have established the following general procedure to provide an effective and acceptable means for employees to bring problems and complaints to the attention of management:

- Step 1 The employee is encouraged to seek an informal and timely remedy to the problem by discussing it with the parties involved.
- Step 2 Submit a written grievance and discuss the complaint or problem with the Executive Director who must respond within ten days. It is expected that every effort will be made to resolve the complaint in a fair and amicable manner at this level.
- Step 3 If satisfaction is not achieved in Step 2 or a written or oral response is not forthcoming in a timely manner, the employee may submit a written grievance to the Board of Directors. A final written determination will be made by the Board of Directors within 20 working days.

Employees choosing to use this procedure will be treated in a confidential and courteous manner. A complaint documentation file will not become part of an employee's personnel file. Complaint documentation will be maintained in a separate file for management use on a need to know basis only.

2.13 Unacceptable Job Performance/Disciplinary Action

The principle objective of any disciplinary action shall be to improve the performance and efficiency of the employee. Any action by an employee which reflects discredit on the School, or is a direct hindrance to the effective performance of the employee's job function, constitutes improper employee conduct and shall be considered cause for disciplinary action or under certain circumstances may result in immediate termination. Unacceptable or substandard job performance may be a cause for disciplinary action.

LCS upholds and maintains a progressive disciplinary model which may include all or part of the following steps:

A. Oral warnings or reprimands with counseling regarding required steps for improvement issued by the Executive Director. The Executive Director will document the notification of such action will, share it with the employee, and the notification will be placed in the employee's personnel file.

B. If after the verbal warning the employee continues to exhibit behaviors not satisfactory to the Executive Director or if the circumstances justify proceeding directly to a written warning, the Executive Director shall document the unacceptable or deficient behavior, counsel the employee, establish a time frame in which the deficiency must be corrected, obtain acknowledgment of the counseling session from the employee, and place the warning in the employee's personnel record.

C. If the written warning fails to produce the desired results within the time frame specified, or if circumstances justify, the Executive Director will document a Final Written Warning, counsel the employee that this is either the final warning with the next action being discharge, obtain acknowledgment from the employee, and place the warning in the employee's personnel record.

D. When the steps above have been exhausted and the employee's behavior has not improved to an acceptable level, the Executive Director may proceed to terminate the individual's employment and to notify the Board of Directors accordingly.

The School may also suspend, demote or reduce the pay of employees in addition to any of the actions outlined above.

Employees may appeal disciplinary actions. Appeals should be addressed in writing to the Board of Directors and copies provided to the Executive Director. Appeals must be submitted within two working days following the disciplinary action.

2.14 Termination of Employment

Employment at LCS is for no specified time regardless of an individual's length of service. New Hampshire law allows LCS to end its relationship with an employee at any time, with or without notice, for any reason. Similarly, an employee may resign at any time.

Employees are asked to give at least two weeks' notice before voluntarily terminating employment, and the School will under normal circumstances do the same. Employees who fail to give at least two weeks' notice will forfeit payment for all available unused vacation time. Any vacation taken in advance of its being earned will be deducted from the final paycheck. Upon termination, employees must return all property/equipment (e.g., a computer). Final paychecks will not be released until all outstanding issues related to LCS property on loan to the employee are resolved.

Benefits will cease at the end of the month in which a termination takes place. There are special rules relative to health and dental insurance; notification of your rights under COBRA will be delivered to you by the Executive Director or by your insurance provider.

SECTION 3 COMPENSATION POLICIES

3.1 Pay Periods

The standard payroll schedule for all employees is bi-weekly, resulting in 26 pay periods from Date of Hire. Direct Deposit is encouraged, however, paychecks can be mailed to the employee's residence, if preferred. Paychecks are issued on the Friday following the end of each pay period (a week after). When a pay day falls on a holiday, paychecks will be distributed on the last working day prior to the holiday.

3.2 Work Schedule

The standard workday is 8 hours and the standard work week is 5 days. The days and hours scheduled will largely depend upon your assigned duties and are established by the Executive Director in consultation with the Board of Directors. The work week commences at 12:01 AM Monday to 12:00 PM Sunday. Work schedules may be varied at the direction of or with the consent of the Executive Director.

3.3 Overtime

Overtime hours for hourly, non-exempt employees must be authorized in advance by the Executive Director. Pay for overtime will be at the rate of 1.5 times the employee's regular hourly rate. The overtime rate will only be paid for that time actually worked in excess of 40 hours in the work week. The one exception is that employees scheduled to work on a holiday or holiday weekend will be paid overtime for hours in excess of 32 hours. Salaried, exempt employees are not eligible for overtime pay.

3.4 Compensation Evaluations

Pay increases are based on merit and on business conditions, and they will consider the employee's annual performance appraisal. Annual exempt compensation evaluations are scheduled to take effect in the first pay period in July and non-exempt compensation evaluations at the beginning of the first pay period in August.

3.5 Payroll Deductions

Your earnings and payroll deductions are shown on a voucher with your check. LCS will deduct from each employee's paycheck all deductions that are required by law including social security, federal income tax, and state income taxes when applicable. Any questions about your paycheck should be directed to the Executive Director.

3.6 Payroll Advances

Payroll advances are not authorized under any circumstances.

3.7 Direct Deposit

Direct Deposit is highly encouraged. The benefits of Direct Deposit include immediate deposit into the account(s) of your choice without going to the bank, deposit of pay regardless of whether you are present at work on pay day or not, and elimination of lost checks. You will still receive a printed earnings statement with the same information you get with a printed check. See the Executive Director for details.

SECTION 4

SCHOOL RULES AND REGULATIONS

4.1 Overview

Every organization has guidelines which are developed to reflect best business practices and employee management. In establishing its rules of conduct, the School has no intention of restricting the personal rights of any individual. Rather, we wish to define the guidelines that protect the rights of all employees and to ensure maximum understanding and cooperation.

Therefore, employees are expected to be:

- A. On-time and alert when scheduled to be at work;
- B. Careful and conscientious in the performance of duties;
- C. Thoughtful and considerate of other people;
- D. Dressed in a professional manner that conveys the importance of their job; and
- E. Courteous and helpful when dealing with students, parents, guests and other employees.

4.2 Absenteeism and Tardiness

LCS expects its employees to be at work on time and to work a full scheduled shift. An employee who will be absent from work for any reason must call his/her Executive Director at least 60 minutes prior to the start time of that day. Repeated absenteeism or tardiness is considered poor performance and may lead to disciplinary action up to and including discharge.

4.3 Substitute Procedure/Plans

When needing a substitute for “paid time off”, employee must complete “Paid Time Off” form prior to time off, when possible. When a request is not a planned time out, please complete the form on the day you return and submit to the main office. Please email wkozak@ledyardcharterschool.org and jconforti@ledyardcharterschool.org also call 603-727-4772 and leave a message on the general voicemail before 7:00am on the day you will be out.

When emailing please include detailed plans for the classes you teach. When substitute plans are not emailed we will use the emergency substitute folder and execute those plans.

Emergency Substitute Plans

- 1) Updated Class Rosters for all courses taught
- 2) Specific instructions on classroom rules/location
- 3) Detailed lesson plans, work sheets, materials for each class taught

- 4) Teachers are required to have three days of emergency plans for all courses taught on file in the main office.
- 5) Computer password(s)
- 6) Syllabus for each course taught

4.4 Safety

LCS expects its employees to conduct themselves in a safe manner. That is, they are expected to use good judgment and common sense in matters of safety, to observe any safety rules posted in various areas, and to follow all OSHA and state safety regulations. LCS maintains a Safety Committee. Employees are encouraged to bring safety issues to the attention of the committee through department representatives or any other member of the committee. Employees who demonstrate unsafe work practices are subject to disciplinary action up to and including suspension without pay or termination of employment.

4.6 Transportation of Students

Faculty and staff may be asked to transport students on school-related field trips throughout the year. All students submit a permission slip, signed by a parent/guardian when enrolling at LCS, which gives permission for students to ride as passengers in vehicles driven by LCS faculty and staff. An employee who provides transportation must be a licensed driver, own and/or drive a vehicle with up-to-date state registration and inspection, must carry property and liability insurance on the vehicle, and can transport no more than 3 students. While on a school-related field trip, employees will be required to carry an emergency contact list for all students in their charge. All LCS school policies and procedures are applicable.

4.6 Substance Abuse

LCS will not tolerate any substance abuse on its premises. Any employee reporting for work under the influence of alcohol or controlled drugs will be asked to leave immediately. Under these circumstances, assistance will be provided to ensure that the employee arrives home safely. Any employee reporting to work under the influence of alcohol will receive disciplinary action up to and including termination. Any employee reporting to work under the influence of non-prescribed, illegal drugs poses a safety hazard to our students and to other employees and will be terminated immediately.

4.7 Tobacco Policy

LCS is a tobacco-free campus. Employees are not permitted to use tobacco products on campus or on any LCS related function. Employees who use tobacco products on campus will receive disciplinary action up to and including termination.

4.8 Firearms

LCS does not permit firearms on its campus. Employees who bring firearms on campus will receive disciplinary action up to and including termination.

4.9 Dress Code

Employees working in an office environment must follow the established dress code for students and faculty. Other employees must follow standards established by their Executive Director.

4.10 Outside Employment

LCS does not limit an employee's activities during non-working hours providing those activities do not interfere with the employee's performance, or create a conflict of interest.

4.10 Protection of School and Employee Property

Respect for and protection of School property and employee personal property is everyone's concern and legal obligation. If you find property missing or damaged, report it to the Executive Director immediately. Personal property is not covered by School insurance policies.

4.11 Release of Information

Except for records and information that we are required to provide by law, no information about you will be released unless there is a signed authorization form from you on file and the request is in writing.

4.12 Personnel Files

LCS maintains personnel files on all employees. It is important to keep your records current because this information is used for benefits administration, for continued insurance notices under COBRA, and for notification in case of emergency. We respect your right to have the information on your record treated confidentially. Contact the Executive Director if there are any changes in your:

- A. home address
- B. telephone number
- C. emergency contact
- D. marital status
- E. number of dependents
- F. military status

You may review your personnel file by contacting the Executive Director and arranging a time to do so.

4.13 Use of School Property

There should be no personal use of School property or equipment without the express authorization of the Executive Director. This prohibition includes School vehicles, photocopiers, telephones, tools and equipment.

4.14 Acceptable Use Policy

The Ledyard Charter School offers a variety of network and Internet resources to all staff as part of the instructional process. All uses of the LCS Schools' data system must be in support of education and must be consistent with all state and charter school policies.

Network Resources and Phones

A. Employees shall not access files/folders or retrieve any stored communication unless they have been given authorization to do so. Each employee is responsible for the security of his/her own password.

B. Classroom phones and cell phones should be used for instructional purposes or emergency situations only. Personal calls and/or texts made during the school day should be during non-instructional times. Any personal long-distance charges incurred from a school phone must be paid for by the user placing the call.

C. The Board of Directors strongly discourages Ledyard Charter School staff from socializing with students outside of school on social networking websites, including but not limited to MySpace and Facebook.

All school employees, faculty and staff who participate in social networking websites, shall not post any school data, documents, photographs or other school owned or created information on any website accessed for personal use. Further, the posting of any private or confidential school material on such websites is strictly prohibited.

School employees are prohibited from engaging in any conduct on social networking websites that violates the law, school board policies, or other standards of conduct. Employees who violate this policy may face discipline and/or termination, in line with other school board policies and/or collective bargaining agreements, if applicable.

Staff members should not use social media websites for school/class related purposes. This does not include the Ledyard Charter School's Facebook page.

Access of social networking websites for individual use during school hours is prohibited.

Electronic Mail and the Internet

Electronic mail accounts and Internet access will be given to all LCS Independent staff. Employees are encouraged to use email and the internet to enhance instruction, promote student learning, and provide communication with the home.

A. The computer hardware system, software and e-mail system are owned by the Ledyard Charter School, and all messages or data composed, stored, sent, or received using the system are and remain the private property of the School. They are not the property of the employee.

B. The computer and e-mail system is to be used for business/educational purposes only. Personal business is unauthorized and should not be conducted on the system. All staff and student correspondence via electronic mail should be to facilitate classroom learning. When sending an email to a group of parents, staff should put each parent email address on the Bcc line to protect parent confidentiality.

C. The electronic mail system may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations. Users shall not visit sites that contain profane, sexually oriented, threatening, racially offensive, or otherwise objectionable material.

D. The School prohibits discriminatory, harassing, or offensive materials in any form of media. Among those which are considered offensive are any messages which contain sexual implications, racial slurs, gender-specific comments, or any other comments that offensively address someone's age, sexual orientation, religious or political beliefs, national origin, or disability.

E. The electronic mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization.

F. The School reserves, and intends to exercise without prior notice, the right to read, review, audit, intercept, access or disclose any and all information on an employee's computer system or messages created, received or sent over the electronic mail system for any purpose, even if coded or secured by password.

G. The confidentiality of any message or data should not be assumed. Even when a message is erased, it is still possible to retrieve and read that message. The use of passwords for security does not guarantee confidentiality, or that the School will not retrieve it. All passwords must be disclosed to the Executive Director.

H. Any communications created, sent, or retrieved using e-mail may be read by individuals other than the intended recipient.

I. Notwithstanding the School's right to retrieve and monitor any e-mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any e-mail that is not sent to them.

J. Any employee who violates this policy or uses the computer system or electronic mail system for improper purposes shall be subject to discipline up to and including discharge.

K. The School has the authority to terminate or limit access to any program at any time.

L. Personal disks cannot be used on the system unless pre-authorized by the Director.

M. The School will take all necessary measures to maintain student privacy relative to the School's website, online information and storage of student personally identifiable information, as required by state and federal law.

N. Teachers and other educators will select and guide students' use of computer and instructional resources at all times.

O. Users shall not transmit via email or post online a student's work or picture containing personally identifiable information without written parental consent.

P. Students should not be allowed to reveal their name or personal information or establish relationships with "strangers" on the Internet or through email unless the communication has been coordinated by a teacher and written permission is granted by the student's parent/guardian.

Q. Students are prohibited from playing non-educational games, or watching non-instructional videos through YouTube, Netflix or other streaming sites. Staff should not encourage nor give permission to play non-educational games or stream non-instructional videos during class-time.

No Warranties - The District makes no warranties of any kind, whether expressed or implied, for the service it provides and will not be responsible for any damages an individual suffers. This includes loss of data resulting from delays, non-deliveries, missed deliveries or service interruptions caused by its negligence or your errors or

omissions. Use of any information obtained via the Internet is at a user's own risk. The District specifically denies any responsibility for the accuracy or quality of information obtained through its services.

Indemnification – The user agrees to indemnify LCS for any losses, costs, or damages, including reasonable attorney fees, incurred by the District relating to, or arising out of, any breach or violation of this Authorization, District policy, or rules and procedures.

Vandalism - Vandalism is defined as any malicious attempt to harm or destroy data of another user or any network. This includes, but is not limited to, the uploading or creation of computer viruses and neglect of hardware (laptop computers).

Violation of Policies - Any user who violates the policy shall be subject to disciplinary action including, but not limited to, written warnings, suspension without pay, or dismissal in accordance with the applicable provisions of the appropriate entity agreements or school code. In addition, if a user's conduct violates federal or state laws, the user may be subject to prosecution under such laws.

4.15 Privacy

The organization's computers and network, including all data files and applications, are the property of LCS. All materials and information created, transmitted, or stored on the organization's system is the property of the organization and may be accessed by authorized personnel. Users should not have any expectation of privacy with respect to the materials and information stored on the system.

4.16 Child Protection Laws

LCS's is a public school and personnel are responsible for educating adolescents. Therefore, its employees are held to high moral and legal standards with respect to their conduct with students. That conduct pertains not only to the direct care of students but also to the vigilance and reporting requirements regarding the abuse and neglect of children. **New Hampshire law (RSA 169-C: 29) is clear that any person having reason to suspect that a child has been abused or neglected is required to report that suspicion to the Central Intake Unit of the New Hampshire Division for Children, Youth and Families (DCYF).**

Additionally, the Federal Child Abuse Prevention and Treatment Act defines "child abuse and neglect" as "any recent act or failure to act on the part of a parent or caretaker which results in death, serious physical or emotional harm, sexual abuse, or exploitation, or an act or failure to act which presents an imminent risk of serious harm."

All LCS employees must conduct themselves accordingly. They must care for and assist their students safely and responsibly, to avoid all harm, and to watch for and to report cases of neglect and abuse.

SECTION 5 LEAVE TIME

5.1 “Paid Earned Time Off”

Full-time employees of LCS are entitled to 10 days of paid earned time off annually. One and one-half (1.5) hour of “paid earned time off” is earned for every two full weeks worked. “Paid earned time off” is allowed only under situations where employees are unable to perform their duties due to illness or injury. Sick leave taken for reasons that are foreseeable, such as planned corrective surgery, must be requested 10 days prior to the leave. “Paid earned time off” may also be used for medical and dental appointments. Although employees are not generally required to provide proof of incapacitation from a doctor, the School reserves the right to demand such proof. In situations where an employee is incapacitated for 4 or more days, written certification of fitness to return to work must be provided by the employee’s health care provider.

5.2 Family and Medical Leave

The federal Family and Medical Leave Act establishes that an employee who has been employed continuously for 12 months and who has worked at least 1,250 hours during the previous 12 months is eligible for up to 12 weeks of uncompensated leave for the following purposes:

- A. The birth of a child and to care for the newborn child within one year of birth;
- B. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- C. To care for the employee’s spouse, child, or parent who has a serious health condition;
- D. A serious health condition that makes the employee unable to perform the essential functions of his or her job;
- E. Any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on “covered active duty”; or
- F. Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember’s spouse, son, daughter, parent, or next of kin (military caregiver leave).

Key News

The U.S. Department of Labor’s Wage and Hour Division today announced a Final Rule to revise the definition of spouse under the Family and Medical Leave Act of 1993 (FMLA) in light of the United States Supreme Court’s decision in *United States v. Windsor*, which found section 3 of the Defense of Marriage Act (DOMA) to be unconstitutional. The Final Rule amends the definition of spouse so that eligible employees in legal same-sex marriages will be able to take FMLA leave to care for their spouse or family member, regardless of where they live. More information is available at the Wage and Hour Division’s FMLA Final Rule Website. (February 23, 2015).

A written request for a leave of absence providing full explanation of the circumstances must be presented to the Executive Director. If the necessity for the leave is foreseeable, employees must provide 30 days advance notice and if the leave is for a planned medical treatment, employees should make a reasonable effort to schedule treatment so as to create the least disruption to the school as possible. When the leave is for the employee's or a family member's serious health condition, certification from your health care provider is required.

Employees who use Family and Medical Leave are required to use available Paid Earned Time Off in situations when the purpose of the leave would qualify at the beginning of the leave period.

In situations where the leave is for the employee's own serious health condition, medical certification of ability to return to work must be provided by the employee's health care provider. Employees who have complied with all aspects of the FMLA policy will be restored to their original or equivalent position with equivalent pay, benefits and other employment terms upon return to work.

5.3 Maternity Leave

Pregnancy and pregnancy-related medical conditions are just one reason for Medical Leave and fall under this policy unless the employee qualifies for Family/Medical Leave. A pregnant employee should let the Executive Director know her due date and whether she expects to return after the birth. She must provide a doctor's statement setting out any work limitations her condition may require, if any. The employee will receive six weeks leave during her time off for maternity leave. If she needs more time off, she must provide a statement from her doctor stating that she cannot work due to her medical condition. The employee is expected to return to work when she is physically able to work. LCS will return the employee who has been on Maternity Leave to his/her job or a comparable job, unless business requirements make reinstatement impossible or unreasonable.

5.4 Military Leave

An employee who is a member of the Armed Forces Reserve or the National Guard and who is required to attend annual active duty for training or other short-term (two weeks or less) reserve or Guard duty (i.e. forest fire fighting, police duty for natural disaster, etc.) is eligible for a military leave of absence. Such time off will not be considered vacation time. If the employee's military pay for the training is less than his/her average earnings for a like period, LCS will pay the difference to the employee for a period not exceeding two (2) weeks.

5.5 Service Member Family and Medical Leave

Employees are eligible for unpaid leave for any one or for a combination of the following reasons:

A. A qualifying urgent demand arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan.

B. To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.

When leave is granted due to a qualifying exigency, an eligible employee may take up to 12 work weeks of leave during any 12-month period.

When leave is granted to care for an injured or ill service member, an eligible employee may take up to 26 work weeks of leave during a single 12-month period to care for the service member. Leave to care for an injured or ill service member when combined with other FMLA-qualifying leave may not exceed 26 weeks in a single 12-month period.

5.6 Jury Duty Leave

Employees are expected to fulfill their civic obligations with respect to jury duty. Employees should inquire about the duration of the jury trial in advance of the commencement of such service and inform the Executive Director of the estimated time away from their job. LCS will pay the difference between an individual's regular earnings and the fee received for jury service.

5.7 Bereavement Leave

In case of a death in one's immediate family, an employee may be excused from work with pay for a maximum period of three (3) consecutive workdays, to handle family affairs and attend the funeral. "Immediate family" is defined as parents, sister, brother, spouse, child, grandparents, grandchildren, in-laws of the same degree, and domestic partners. The granting of vacation time or unpaid leave is considered appropriate in situations where the employee wishes to attend the funeral of a close relative who is not a member of the immediate family.

SECTION 6 BENEFITS AND INSURANCE

6.1 Short and Long Term Disability Insurance

To the extent that LCS is able to provide short term disability insurance benefits and/or insurance benefits to eligible employees, it will provide such eligible employees with information related to insurance benefits via separate written communications.

6.2 Worker's Compensation

LCS carries worker's compensation insurance coverage as required by law to protect employees who are injured on the job. This insurance provides medical, surgical and hospital treatment in addition to loss of earnings from work-related injuries. Compensation payments begin from the first day of the employee's hospitalization or after the third day following the injury if the employee has not been hospitalized. The cost of coverage is paid entirely by the School.

If you are injured while working, you must report the injury immediately to the Executive Director regardless of how minor the injury may be. If you have any questions regarding the worker's compensation program, please contact the Executive Director.

SECTION 7

7.1 Addendum

The LCS Employee Handbook is intended to give you a general overview of the school and information regarding policies and benefits. Because we live in an ever-changing world, some policies and benefit programs currently in effect may be revised, suspended, or eliminated by LCS in response to business needs or changing legal requirements. These changes will be in writing. In many cases, more detailed policies exist. Please contact the Executive Director if more detailed understanding is required.

7.2 Acknowledgement

This handbook is provided to you for your information and immediate reference. Read it carefully and completely.

I understand that this handbook is intended to provide an overview of the School's personnel policies and does not necessarily represent all policies in force and is not a contract. Policies included in this handbook, including employee benefit programs, are subject to unilateral change by the School from time to time. Such changes will be in writing and issued by the School.

I understand that my employment and compensation are for no fixed term and may be terminated by LCS any time without cause or notice. Likewise, I may tender my notice of resignation any time. I further understand and agree that no person other than the Executive Director has the authority to enter into any written or oral agreement different than what is stated herein. Employment agreements entered into by the Executive Director take precedence over this manual.

Please acknowledge receipt of this handbook by signing and returning this page to the Executive Director.

Date

Employee Signature

Date Received

Executive Director Signature