

## SIERRA NEVADA ACADEMY CHARTER SCHOOL EMPLOYEE HANDBOOK

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#### Welcome to SNACS! We're glad you're here.

On behalf of Sierra Nevada Academy Charter School (SNACS), I would like to welcome you to our organization. We hope you will find your experience with us both personally enjoyable and professionally rewarding.

You are selected to join SNACS because of your skills and qualifications, and your desire to meet our mission with high standards of excellence.

The SNACS Mission is to lead education innovation through personalized learning via PLAY, choice, and exploration within our small school community.

We are in the business of supporting a learning organization where personal mastery, mental models, shared vision, team learning, and systems thinking are practiced for a high-quality educational experience for children and their families.

It is our commitment to maintain a work environment that represents our appreciation of our employees, families, students, and the community.

We feel that honest and open employment policies which guide employee behavior are critical in developing successful relationships. Therefore, we have provided you with this Employee Handbook (the "Handbook").

You are encouraged to raise any work-related questions with your immediate supervisor, or the Human Resources Manager. In our experience, we have found that most questions and concerns may be answered or resolved promptly and efficiently at this level. If, however, you believe your supervisor is not the person with whom to raise such a question or concern, you may raise your question with any other management representative, including me. You deserve to be heard. Let us know how you feel.

We are excited that you have joined us and wish you success in your new position. We hope that this is the beginning of a long, prosperous and enjoyable career at SNACS.

Sincerely,

Dr. Kimberly Regan Chief Executive Officer

#### **INTRODUCTION**

Since 1999, the SNACS community has provided a unique option within the WCSD. At the heart of the charter school is the motto, which captures the essence of the unique climate and culture in *Bringing the Small School Community Back to the Neighborhood*. The SNACS small school community fosters personalized learning, technology, choice, parent and student engagement, and STEM to drive student achievement.

#### Mission

SNACS leads education innovation through personalized learning via PLAY, choice, and exploration within our small school community.

#### **Philosophy**

SNACS is committed to a high standard of excellence in our services and facilities. We believe that you and your fellow employees build our professional reputation; therefore, we are committed to making the very best working environment for our employees. If you are happy in your job, it will reflect positively in the way you treat other employees of SNACS, our families, students, and the public. The full use of your knowledge, experience, ability and energy is important to our success as we work together for excellence.

#### **ABOUT YOUR EMPLOYMENT**

This Handbook is designed to provide you with information concerning Sierra Nevada Academy Charter School (SNACS) and your job. This Handbook is not an employment contract modifying the at-will nature of your employment with SNACS It is, instead, a set of informational guidelines. Its provisions may be modified, revoked, or changed at any time with or without notice.

It is the policy of SNACS that all employees are employed at the will of both the employee and SNACS. This means that you, the employee, may quit at any time, for any reason or no reason, with or without notice, and SNACS may terminate you at any time, for any reason or no reason, with or without notice. There is no promise by either you or SNACS that your employment must or will continue for any set period of time. Nor is there any promise by either you or SNACS that employment will be terminated only under particular circumstances or with particular notice.

Any exception to this policy of employment-at-will may only be made in writing signed by the CEO of SNACS. In particular, this policy is not modified, nor does anyone have the authority to modify it, except for the Chief Executive Officer (CEO) in writing, by any statements, expressed

or implied, contained in this Handbook; the application; or any memoranda, policy, procedure, or other materials or statements provided to applicants or employees in connection with your employment. This policy supersedes all written, oral, or implied representations that are in any way inconsistent with it. All SNACS procedures align with the policy.

#### **Legal Requirements and Definitions**

The term "SNACS" refers to Sierra Nevada Academy Charter School.

The term "Board" refers to the Board of Governance of Sierra Nevada Academy Charter School.

The term "CEO" refers to the Chief Executive Officer for Sierra Nevada Academy Charter School.

The term "Employee" as used in this handbook applies to all staff members employed by Sierra Nevada Academy Charter School.

All SNACS employees are required to follow all Federal and State Laws and Local Regulations applicable to public charter schools in the state of Nevada.

The term "Chapter 288" as used in this Handbook shall refer to Chapter 288 of the Nevada Revised Statutes, also known as the Local Government Employee-Management Relations Act.

The term "School Year" shall be as defined in Nevada Revised Statutes 388.080 which states: "The public-school year shall commence on the 1st day of July and shall end on the last contracted day of the school year."

The term "EMRB" means the Local Government Employee-Management Relations Board, as provided in Chapter 288 Nevada Revised Statutes.

#### **Employer Rights**

SNACS shares a joint concern with its employees to enjoy a professional status within the community at large. It is considered of paramount importance that SNACS rejects those actions which would detract from the professional status of the organization.

SNACS and its employees recognize and accepts all responsibilities as defined for charter schools within the Nevada Revised Statutes (NRS), Nevada Administrative Code (NAC) and its provisions and amendments.

SNACS reserves the right to direct its employees, to hire, promote, classify, transfer, assign, retain, suspend, demote, discharge or take disciplinary action against any employee; to relieve any employee from duty because of lack of work or for any other legitimate reason; to maintain

the efficiency of its governmental operations; to determine the methods, means and personnel by which its operations are to be conducted; to take whatever actions may be necessary to carry out its responsibilities in situations of emergency, as stated in Chapter 200, Nevada Revised Statutes.

The Chief Executive Officer or his/her designee representative is responsible to ensure the rights and responsibilities of all employees under applicable Federal Requirements, NRS, NAC, Charter Application and Contract, and this handbook are upheld.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

SNACS is committed to a policy of equal opportunity for all employees and applicants for employment, regardless of age, race, color, religion, sex, national origin, disability, sexual orientation, gender identity or expression, status as a registered domestic partner, genetic information, or status as a Vietnam-era or special disabled veteran in accordance with applicable state and federal laws. All actions affecting personnel are administered fairly and in accordance with applicable laws.

SNACS commitment to equal treatment includes maintaining a workplace free from sexual, racial, ethnic, religious or other forms of illegal harassment. If you feel that you have been illegally harassed or illegally discriminated against while on the job, talk with your supervisor or a manager. If you are uncomfortable discussing the matter with your supervisor or manager. All complaints of this nature will be promptly and thoroughly investigated. Please understand that this policy cannot be successful and effective without your input. You must notify at least one of the persons previously described if you believe you have been a victim of someone's violation of this policy. Employees who engage in illegal discriminatory or harassing conduct are subject to disciplinary action, up to and including termination.

## Nondiscrimination Against and Accommodation of Individuals with Disabilities

SNACS complies with the Americans with Disabilities Act ("ADA"), as amended, and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. SNACS also provides reasonable accommodation for such individuals in accordance with these laws. It is SNACS's policy to, without limitation:

- 1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.
- 2. Administer medical examinations (a) to applicants only after conditional offers of

- employment have been extended, and (b) to employees only when justified by business necessity, such as for a second medical opinion or a fitness-for-duty exam, or as part of the SNACS's physical exam program.
- 3. Keep all medical-related information confidential in accordance with the requirements of the ADA and retain such information in separate confidential files.
- 4. Provide applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would create an undue hardship on SNACS.
- 5. Notify individuals with disabilities that SNACS will provide reasonable accommodation to qualified individuals with disabilities, by including this policy in SNACS's employee handbook and by posting the Equal Employment Opportunity Commission's poster on not discriminating against individuals with disabilities and other protected groups.

Qualified individuals with disabilities may make requests for reasonable accommodation, which may include a leave of absence, to Human Resources. On receipt of an accommodation request, the Human Resources will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential accommodation SNACS might make to help overcome those limitations.

The Human Resources, in conjunction with the CEO and appropriate administrator representatives, will determine the feasibility of the requested accommodation, considering various factors, including, but not limited to, the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the facility's overall financial resources and organization, and the accommodation's impact on the operation of the facility, including its impact on the ability of other employees to perform their duties and on the facility's ability to conduct business.

The CEO will inform the employee of SNACS's decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal SNACS's decision to the Board of Directors by submitting a written statement to the Board along with the reasons for the request.

The Board of Governance will review all employee appeals. After reviewing an employee's appeal, the Board of Directors will notify the Board of its decision who will, in turn, notify the individual making the appeal of the Board of Director's decision, which will be final.

#### Nevada Pregnancy Workers' Fairness Act

All SNACS employees have the right to be free from discriminatory or unlawful employment practices pursuant to the Nevada Pregnancy Workers' Fairness Act (the "Act"). The Act allows all female employees the right to a reasonable accommodation for a condition of the employee related to pregnancy, childbirth or any related medical condition.

#### **Nondiscrimination Against Nursing Mothers**

SNACS does not discriminate against employees who are nursing mothers that need time during working hours to express breastmilk. SNACS will provide appropriate break time and a place to do so, other than a bathroom, that is reasonably free from dirt or pollution, protected from the view of others, and free from intrusion by others.

#### **PAYROLL AND COMPENSATION**

One of the goals of SNACS is to pay employees a fair wage or salary. As part of this compensation program, each position has been classified into a salary range based upon the education, skill, responsibility, experience and knowledge requirements of that position. Salary ranges are established according to similar positions within the same industry and according to like positions within the geographic proximity of SNACS.

#### **Classification of Employees**

The following descriptions of our employment classifications will help you understand your employment status and benefit eligibility.

All non-contracted, non-certified employees are "Introductory Employees" for the first 60-day period of their employment, during which they undergo a job performance evaluation. You may also be considered an Introductory Employee for the first 90 days after you assume a new set of job responsibilities. All employees who are not in an introductory period are considered "Regular Employees." Regular Employees are entitled to certain benefits as set forth in the Benefits section below, upon meeting the eligibility requirements of each plan. Becoming a Regular Employee in no way affects your status as an "at will" employee or otherwise gives rise to any right on your part to continued employment. As a Regular Employee, your employment remains terminable either SNACS or you, with or without notice, with or without cause.

Certified contracted employees are "Probationary Employees", or "Post-probationary Employees" as defined in NRS. All initial hire Certified Contracted Employees are considered "Probationary Employees" regardless of the experience in other schools or districts. Certified contracted employees are employed under one-year only contracts, unless the Board of Governance decides otherwise.

All employees fit into one of the following categories:

- 1. Certified Administrator Full-Time: A Nevada licensed and certified employee (teacher) who is hired to work at least 40 hours per week in an area congruent with his/her Nevada licensure.
- 2. Certified Teacher Full-Time: A Nevada licensed and certified employee (teacher) who is hired to work at least 37.5 hours per week in an area congruent with his/her Nevada licensure.
- 3. Regular Full-Time: A non-licensed employee who is hired to work at least 40 hours per week in a specified position.
- 4. Certified Part-Time: A Nevada licensed and certified employee who is hired to work less than 37.5 hours per week in an area congruent with his/her Nevada licensure.
- 5. Part-Time: An employee who is hired to work less than 37.5 hours per week.
- 6. Temporary: An employee who is hired for a specific period, for a specific project, or under a specific time-sensitive funding stream (ex: substitutes. specific grant).

Each employee is also designated as either exempt or non-exempt from federal and state wage and hour laws. An exempt employee earns a fixed salary on a bi-monthly, monthly, or annual basis. Exempt employees are not eligible for overtime pay and are expected to fulfill their professional duties in accordance with their position. A non-exempt employee is paid per hour of work and is eligible for overtime pay for all overtime hours worked in accordance with applicable state and federal law. Overtime is not permitted without prior written consent from the CEO. The only exception is when a State of Emergency is ordered by the President of the United States, Nevada Governor, Nevada Department of Education Superintendent, Washoe County School District Superintendent, or the CEO (per the Board President). Circumstances for State of Emergency are deemed grave including but not limited to natural disasters or threats to national security. In such circumstances, employees are sent home unless the school is directly affected. This is outlined in the Emergency Operations Plan.

<u>Certified Employees:</u> The Employee accepts such employment and agrees to perform such services for the Employer for the period and upon the other terms and conditions set forth in the Contract Agreement and as stated in the job description and expectations. The Employee represents that she/he meets the requirements for said position as defined in NRS 386.590(6). The Contract Agreement shall not become effective until Employee submits and maintains a current Nevada License required for the position, or the equivalent, verifying the Employee is qualified to perform all services for which Employee is employed.

Employee agrees to faithfully, industriously and to the best of Employee's abilities, experience, and talent perform all the duties contained in the job description, expectations, and any other duties that may be required of the Employee. Employee agrees to abide by the policies and procedures set forth by the SNACS Board of Governance, Nevada Revised Statutes and Nevada Administrative Code.

<u>Non-Certified Employees:</u> The Employee accepts such employment and agrees to perform such services for the Employer for the period and upon the other terms and conditions set forth in the in the job description and expectations.

<u>Temporary Employees:</u> The Employee accepts employment of the temporary position without any rights to continued employment or benefits. The Employee has no right to file for unemployment benefits as the position is filled as temporary. This includes substitute teachers and facility maintenance workers hired for a specific purpose/timeframe.

#### **Workweek and Scheduling**

For SNACS to be successful, it is important that our employees are available and working during SNACS 's general business hours of operation. Our normal business hours are determined by the SNACS calendar. SNACS is open for business on regularly scheduled school days from 7:45 a.m.- 3:15 p.m. SNACS is closed for normal business on weekends, holidays, and scheduled breaks. Modified hours during breaks will be posted at the school and on the website. For payroll and accounting purposes, the workweek begins at 12:00 a.m. Sunday and ends at 11:59 p.m. the following Saturday.

Certified teachers employed as full-time employees are expected to work onsite a minimum number of contracted hours of 7.5 hours per workday Monday - Friday as the calendar requires for scheduled instructional, professional development, and workdays. Professional requirements may require teachers to participate in activities beyond the onsite contract day. A certified teacher is required to meet all the requirements set forth in legislation, SNACS Policies and Procedures, and the SNACS Expectations.

Certified administrators employed as full-time employees are expected to work a minimum of contracted hours of 8 hours (lunch not included) per workday Monday - Friday as the calendar requires for scheduled instructional, professional development, and administrative workdays. Certified administrators have some flexibility in work hours as they are entrusted to manage and document their work schedule to meet the needs of SNACS administration requirements throughout the calendar year.

Classified employees employed as full-time employees are expected to work a minimum 8 hours (lunch not included) per workday Monday - Friday as the calendar requires for scheduled instructional, professional development, and administrative workdays. Variation in work schedule may be necessary to meet the needs of SNACS. All variation in work schedule must be pre-approved by the CEO and tracked in shared time-tracking log.

#### **Rest and Meal Periods**

All non-exempt employees receive a ten-minute paid rest break for each three and one-half hours of working time or major portion thereof. Ideally, a break will occur near the midpoint of each three- and one-half-hour work period, but scheduling will be done by your supervisor. Employees should remain on the premises during their rest periods and shall not take more than ten minutes for each rest period. Rest periods may not be used to extend a lunch period, to work overtime, or to leave early.

Non-exempt employees working more than eight hours in a day are required to take either a

thirty-minute or one-hour unpaid meal break. Employees may leave the premises for their meal break if they return to work on time. Meal periods will be scheduled by your supervisor. Employees are expected to observe their assigned working hours, and the time scheduled for their rest and meal periods by their supervisor.

Break times needed by employees who are nursing mothers with a child less than one year of age will be provided as required by federal and state laws.

#### **Timekeeping**

Every employee must accurately record time worked and must not clock in more than three (3) minutes before their scheduled work time. Working time is the time spent performing assigned job duties. Non-exempt employees are responsible for accurately recording their time and provide copies to the Human Resources and CEO.

If the employee's child attends class at the SNACS the employee must first sign in their child and deliver their child to the appropriate classroom before clocking in or recording time. When clocking out the employee must clock out prior to collecting their child.

The timecard or timesheet is a legal instrument. Altering, falsifying, or tampering with time records, or recording time on another employee's timecard is strictly prohibited and will result in disciplinary action, up to and including termination of employment.

Any changes to an employee's timecard must be initialed by the employee and approved by a supervisor. Any questions regarding the timekeeping system or timecard should be directed to Human Resources.

All employees working under a grant program are required to maintain accurate time and duty records. See the Human Resources Coordinator for required paperwork and attestations required for each payroll reporting period and at the end of each semester.

#### **Partial Compensation**

In the event a full-time employee is terminated in accordance with applicable cause, or the Employee otherwise fails or is unable to perform the duties for the entirety of their specific contracted days, the Employee shall only be entitled to a prorated portion of the salary based upon the actual number of days Employee provides services under their Agreement. No further amount of salary and/or benefits shall be paid to the Employee beyond the termination date.

#### **Additional Stipend**

In the event the employee takes on additional administrative or teaching duties, not normally expected with the regular assignment, and only as requested upon and agreed to in writing with the lead administrator, he or she will be compensated based on an hourly rate that is in addition to the regular salary and is not PERS eligible. Accurate Timesheets and Documentation are

required to receive additional stipend compensation.

#### **Extended Duty Bonus Pay**

Employee understands the extra duty bonus pay is not guaranteed and is based on individual circumstances/duties, and the availability of funds as approved by the board. Employee understands, if funds permit, the eligible amount paid will be based on the number of days/hours worked and other performance criteria as approved by the board and is not PERS eligible. Accurate Timesheets and Documentation are required to receive additional stipend compensation.

#### **Signing Bonus**

Signing bonuses are only applicable if approved by the Board of Governance when funding is available for specific certified, licensed employees. Signing bonuses align with a given school year contract dates, pursuant to the terms and conditions of their Contract Agreement. In exchange for the payment of the Signing Bonus, Employee hereby agrees to one of the following: (a) work full-time for SNACS as a teacher or administrator for the Term of the Agreement; or (b) reimburse SNACS for the full amount of the Signing Bonus in accordance with the reimbursement provisions below. Employee shall receive the signing bonus payment the following scheduled payroll date and is not PERS eligible.

Upon termination of the Agreement by the Employee in violation of the paragraph (a) above, Employee shall reimburse SNACS for the Signing Bonus as follows: (1) in one lump-sum payment to SNACS immediately upon termination of this Agreement; or (2) in equal monthly installments in accordance with a reimbursement schedule mutually agreed to by Employee and SNACS, but in no event shall the reimbursement schedule exceed twelve (12) months. The Employee will be charged the Signing Bonus, due payable in one lump-sum immediately upon termination, no interest shall be charged to Employee. If Employee requests to reimburse the Signing Bonus in monthly installments the outstanding balance shall bear interest at the rate of eighteen percent (18%) per year until paid in full.

#### **Overtime**

Most School employees' work hours will as outlined by SNACS calendar and employees will not be required to work overtime hours. We appreciate your cooperation in working overtime. If you are a non-exempt employee, you will receive compensation for *approved* overtime work as follows:

- 1. You will be paid straight time (i.e. your regular hourly rate of pay) for all hours worked up to forty hours per week; and
- 2. You will be paid one and one-half times your regular hourly rate of pay for all hours worked beyond the fortieth hour worked in any given workweek; and

3. If you make less than one and one-half times minimum wage, you will be paid one and one-half times your regular hourly rate of pay for all hours worked beyond the eighth hour in any given workday.

Employees shall not work overtime unless, in each instance, it has been previously approved in writing by the CEO and provided to the Human Resources Manager. Working overtime hours without prior approval of the CEO is grounds for disciplinary action up to and including termination.

The only exception is when a State of Emergency is ordered by the President of the United States, Nevada Governor, Nevada Department of Education Superintendent, Washoe County School District Superintendent, or the CEO (per the Board President). Circumstances for State of Emergency are deemed grave including but not limited to natural disasters or threats to national security. In such circumstances, employees are sent home unless the school is directly affected. This is outlined in the Emergency Operations Plan.

You will normally receive payment for overtime at the end of the period in which such overtime is worked, provided that your time has been properly recorded, approved by your supervisor, and forwarded to payroll for processing in a timely manner. Extra duty is not considered overtime.

#### **Salary Schedule**

SNACS uses the WCSD salary schedule, negotiated agreements, and other charter school schedules as a reference in determining SNACS salaries, additional compensation, and benefits for all positions. SNACS does not receive the same salary revenue approved by the legislature. Therefore, salary increases approved by the legislature do not apply to SNACS teachers unless specifically written in the Nevada Revised Statutes for charter schools, including SNACS. SNACS is not bound to any WCSD salary schedule at any time. The SNACS Board of Governance approves the salary schedule according to enrollment and the final budget. SNACS cannot guarantee salaries increases for any employee. Salary schedules are available once approved by the Board of Governance. Human Resources determines placement on the schedule based on verified education and experience documentation. SNACS employees are responsible to ensure all verification documentation is correct and provided. In the event an employee disagrees with their placement on the salary schedule, they shall notify Human Resources and the CEO in writing. A review will be conducted within 30 days of receipt of the notice and make a final decision in writing to the employee.

Employees who are enrolled in college courses to advance in salary placement must notify Human Resources as soon as they are enrolled, with the projected completion date, and update on progress toward completion of degrees each semester to ensure any salary increase is included in the budget. Employees who anticipate a change in a salary placement (for completing a degree) after the start of a contract year must notify the CEO and Human Resources in writing by August 1<sup>st</sup> in the school year of the anticipated change. Any changes in placement due to qualifying circumstances must be approved in writing by the CEO. Changes will occur based on the date official transcripts are received by Human Resources.

The SNACS Board of Governance may approve performance or other bonuses, additional compensation, other extra duty pay, and benefits. The SNACS Board of Governance may approve performance bonuses, additional compensation, other extra duty pay, and benefits. National board certification bonuses may be approved for certified staff. However, additional pay is not guaranteed unless specifically provided for in writing to the individual employee. Administrators receive doctoral bonuses warranted and longevity bonus after 10 years working as an administrator at SNACS.

#### **Compensation Schedule**

All SNACS employees are normally paid by check twice each month on the 5<sup>th</sup> and the 20th. Checks are paid the Friday preceding the 5<sup>th</sup> and the 20<sup>th</sup> when the pay date falls on a weekend or Monday. If a scheduled payday falls on a SNACS -observed holiday, you will usually be paid on the day preceding the holiday.

#### **Direct Deposit**

SNACS employees are expected to participate in the direct deposit program to ensure timely payments. It is the employee's responsibility to ensure the Human Resources Department has all direct deposit information in a timely manner to ensure timely direct deposit. Payment will be available via direct deposit or paper checks after 12:00 p.m. on paydays. All required deductions, such as for federal, state and local taxes, and all authorized voluntary deductions, such as for health insurance contributions, will be automatically withheld from your paycheck.

#### **Errors**

Please review your paycheck for errors. If you find a mistake, report it to Human Resources immediately. Hourly employees who identify an error in the time paid must use the Time Discrepancy Form. Errors not reported within 30 days are considered null and void. The Time Discrepancy Form is available from Human Resources.

#### **Lost or Stolen**

If your paycheck is lost or stolen, please notify Human Resources immediately. SNACS will attempt to put a stop-payment notice on your check. If SNACS can do so, you will be issued another check. Unfortunately, however, SNACS is unable to take responsibility for lost or stolen paychecks, and if we are unable to stop payment on your check, you alone will be responsible for such loss.

## **Salary Advances**

Salary advances are not permitted.

## **Paychecks**

If you have any questions or concerns regarding your paycheck, please contact Human Resources and they will be happy to promptly address your concerns.

## Wage Attachments and Garnishment

SNACS is required to accept legal garnishments on employees' paychecks. If garnishment or similar proceedings are instituted against an employee, SNACSSNACS will deduct the required amount from your paycheck. The amount deducted from your compensation will not exceed that permitted by law and attachments will not affect your employment status with SNACSSNACS.

#### **BENEFITS**

While it is SNACS's present intention to continue these benefits, SNACS reserves the right to augment, add to, modify, curtail, reduce or eliminate any benefit, in whole or in part, either with or without notice. Neither the benefit programs nor their descriptions are intended to create any guarantee regarding employment or continued employment.

#### **Medical Insurance**

Quality health insurance is provided for all employees. SNACS works with Peter Breen Insurance to provide employees with tiered options they can choose from through Prominence Health Plan.

Prominence Health Plan has been providing quality health insurance options to residents throughout Nevada for close to three decades. The Prominence statewide Open Access HMO network includes the region's most loved doctors with an expanding hospital footprint in northern Nevada. Since 2014, Prominence Health Plan has been an independent company backed by Universal Health Services, one of the largest and most respected hospital and healthcare companies in the nation, and one of Fortune's "World's Most Admired Companies".

### **Disability Insurance**

Disability benefits are available to purchase through Colonial Health Services.

### **Public Employee Retirement System**

SNACS participates in the Public Employee Retirement Systems (PERS) as required in the Nevada Revised Statutes (NRS).

The Public Employees' Retirement System of Nevada plays an important role in the long-term economic security of the state's public employees, which includes teachers, police officers, firefighters, city, county, and State of Nevada employees, among others. In order to understand these benefits, please read the summary plan description that describes your position from the list of <u>Benefit Programs</u> on the PERS website at NVPERS.org.

After 90 days of employment, you can also set up your own online member account at the PERS online sign-up page.

## **PERS Options Employer Pay or Employee Pay**

Employer Pay Contribution Plan (EPC). If you are an employee of a local government employer, you are contributing under EPC. You might also be contributing under EPC if you work for the State of Nevada, and you voluntarily chose to participate under EPC. Under this plan, the employer pays the total PERS contribution on your behalf. These contributions are not deposited to your individual member account and are not available for refund upon termination of employment.

Employee/Employer Contribution Plan Employees of the State of Nevada and many of the smaller employers have the option to contribute under this plan. You and your employer share equally in the contribution to PERS. Your after-tax contribution is refundable upon the termination of your employment, if you do not elect to receive a monthly retirement benefit. You can find current contribution rates at www. nvpers.org. If you are unsure of which plan you are contributing under, contact your employer or PERS.

Regular members earn service credit based on years, months and days worked. SNACS reports service credit each month.

#### Sick Time

Fulltime, salaried employees will be eligible for sick time from the date of hire. Part time employees, hourly, substitutes or long-term subs do not earn sick time unless otherwise determined by the Board. Sick leave protects salaried against the loss of income and benefits due to absence of work because of employee or employee dependents illness or injury.

Certified employees contracted for 185 days receive fifteen (15) sick days per year for permittable reasons as approved by the supervising administrator. Sick days accumulate year to

year. An employee who utilizes more sick days than accrued is subject to a payroll deduction for the unearned sick day portion. Sick days for employees employed less than 185 days, or whose contract is terminated with less than 185 days, are prorated based on the number of contracted days using the formula (worked contracted days/185 x 15 = days of eligible sick days).

Certified administrators working 214 days receive twenty (20) sick days per year for permittable reasons as approved by the supervising administrator. A certified administrator employee who utilizes more sick days than accrued is subject to a payroll deduction for the unearned sick day portion. Sick days for employees employed less than 214 days, or whose contract is terminated with less than 214 days, are prorated based on the number of contracted days using the formula (worked contracted days/214 x 20 = days of eligible sick days).

Classified salaried employees contracted for up to 214 days receive fifteen (15) sick days per year for permittable reasons as approved by the supervising administrator. Sick days accumulate year to year. An employee who utilizes more sick days than accrued is subject to a payroll deduction for the unearned sick day portion. Sick days for employees employed less than their number of contract days, or whose contract is terminated with less than their contracted days, are prorated based on the number of contracted days using the formula (contracted days/number of contracted days x 15 = days of eligible sick days).

Sick leave is earned based on days worked. To calculate the days to earn sick time, divide the total number of contract days/the number of sick days. For example, 185 contracted days/15 sick days = 12.33 days. This means an employee contracted for 185 days earns one sick day for every 12.33 of days worked.

Permittable sick leave includes medical, immediate family medical as the primary caretaker of the immediate family member, domestic violence, grievance, personal leave (up to 2 days per year out of sick leave time and do not accrue), and/or preapproved administrative leave. See Human Resources for clarification on sick leave.

Employees must complete sick leave forms and provide verification with a medical doctor's note or other appropriate verification. Employees should make all non-sick doctor appointments during non-school hours unless school hours are the only option. Employees are expected to work before/after appointments with drive time considered to and from the appointment. Employees may not take a full day of sick time to attend a doctor's appointment, unless the doctor deems this medically necessary for certain procedures/appointments. In this instance, approval may be granted with a doctor's note and a written request to your supervisor.

Unused sick leave will not be paid upon termination. Unused sick leave will be paid upon resignation, retirement, or death (paid to deceased estate) for those with twenty (20) or more years of continuous full time, salaried employment with SNACS who are entitled to a portion of sick leave payout based on the sick leave payout policy. Employees who are terminated or whose contract is not renewed are not eligible. Employees who resign and move to another school or district may receive a certification of unused sick days as approved by the board, however,

SNACS has no financial obligation for accrued days. The board will review and approve any certification or payout on an individual basis. The board may approve additional compensation in exchange for unused sick pay from year to year to promote employee attendance and decrease unused sick pay balances.

#### **Other Benefits**

SNACS provides additional benefits including Worker's Compensation Insurance and Unemployment Compensation. Additional Life Insurance and Gap Coverage options are available through Colonial Insurance. Contact the Human Resource Coordinator for more information.

#### LEAVES OF ABSENCE

While we plan for you to be at work, SNACS provides various types of leaves of absence for the benefit of eligible employees and in accordance with federal and state laws. Non-mandated leaves of absence may be granted at the sole discretion of SNACS Administration.

#### **Worker's Compensation Leave**

A Worker's Compensation Leave is time off due to an on-the-job injury or illness which prevents the employee from performing the duties of any suitable position. Any Worker's Compensation related incidents must be filed with Human Resources. The Human Resources Coordinator will work with SNACS Worker's Compensation Insurance Policy Agent to file the claim and provide the employee with instructions on which contracted doctor's they may attend for treatment.

Worker's Compensation Leaves must be permitted in accordance with state and federal law pertaining to on-the-job injury and illness. Eligibility is limited to those Employees whose disability is medically established as being the result of a job-related injury or illness. The length of a Worker's Compensation Leave is determined by your ability to return to work in a suitable position, as determined by a medical evaluation. Employees should return to their regular position as soon as possible. If medical conditions indicate otherwise, you should be offered a suitable position. If you refuse to accept a reasonable position your employment may be terminated effective on the date the position is offered.

#### **Domestic Violence Leave**

Domestic Violence Leave is provided to an employee who has been employed with SNACS for at least ninety (90) days and who is a victim of domestic violence or whose family or household member is a victim of domestic violence. SNACS will provide up to 160 hours of unpaid leave in one 12-month period, assuming the employee is not the alleged perpetrator. SNACS will also

provide a reasonable accommodation if necessary. The leave may be used intermittently or in a single block of time and must be used within 12 months after the date when the act of domestic violence occurred.

Eligible employee may take domestic violence leave for the following reasons:

- 1. For the diagnosis, care, or treatment of a health condition related to an act of domestic violence committed against the employee or the employee's family or household member;
- 2. To obtain counseling or assistance related to an act of domestic violence committed against the employee or the employee's family or household member;
- 3. To participate in court proceedings related to an act of domestic violence committed against the employee or the employee's family or household member; or
- 4. To establish a safety plan, including any action to increase the safety of the employee or the employee's family or household member from a future act of domestic violence.

A "family or household member" means a spouse, domestic partner, minor child, parent or another adult who is related within the first degree of consanguinity or affinity to the employee, or other adult person who is or was residing with the employee at the time the act of domestic violence was committed.

SNACS may require employee to present documentation substantiating the need for leave, such as a police report, a copy of an application for a protective order, an affidavit from an organization that provides assistance for victims of domestic violence, or documentation from a physician. Any substantiating documentation provided to SNACS will be treated confidentially.

## Paid Time Off (PTO)

Salaried employees are hired based on specific schedules with a specified number of contract days. Contract days generally revolve around the school calendar year, meaning a 185-day employee works five days prior to the start of instructional days and has specified breaks throughout the year as specified on the school calendar. Whereas a 214-day employee generally works days before and after the scheduled instructional day calendar with specified break throughout the year as specified on the school calendar. However, the schedule for these days may need to be adjusted due to position responsibilities and the needs of SNACS during normally scheduled breaks. PTO may not be taken the week prior to or the week of students starting. Any modification to the schedule must be preapproved by the CEO in writing and maintained in timekeeping records and the employee personnel file. All such adjustments to the schedule may warrant an alternate paid time off schedule. Such requests must be in writing at least 30 days in advance and must be approved by the CEO. A salaried employee must provide time, schedule, and duty records to the CEO and for the personnel file.

Year-round full-time employees who work during normally scheduled breaks can use sick time

and paid vacation for eligible employees after its accrued. Year-round full-time employees (230+ contract days) will be entitled to two weeks of accrued paid vacation time during non-essential calendar periods (such as when school is not in session). Such requests must be in writing at least 30 days in advance and must be approved by the CEO.

All non-certified teacher salaried employees must provide time, schedule, and timekeeping duty records to the CEO and for the personnel file.

#### **GENERAL EMPLOYMENT POLICIES**

### **Employment Application Process**

SNACS relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. SNACS requires each prospective employee to submit to a drug test and background and credit report check when a conditional offer of employment is made. Background checks and credit reports are procured in compliance with the Fair Credit Reporting Act, as amended. Any misrepresentations, falsifications, or material omissions in any of the information or data presented, as well as any information learned in the background check or failure or refusal of the drug test, may result in SNACS's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

#### **Obligations of the Employee**

#### **Personnel File**

Employee agrees that prior to working he/she will provide Employer with all required documentation to complete the personnel file, so that the file is up-to-date at all times by notifying Employer of any changes in Employee's name, home address, telephone number, marital/domestic partnership status, number of dependents, beneficiary designations, licenses, and certifications, scholastic achievements, and the individuals to notify in case of an emergency.

#### Licenses

At all times during the Term of Employment, Employee shall maintain an active unrestricted certificate issued by the Nevada State Department of Education authorizing Employee as a teacher, administrator, or other required licensed professional.

## **Transcripts**

Employees are required to provide official transcripts for educational qualifications pertinent to the position for which they are applying and hired.

## **Work Experience Verification**

Employees are required to complete work verification forms that the Human Resources Coordinator will send to previous employers to verify work experience.

#### **Policies and Procedures**

Employee acknowledges that he/she has received a current copy of and agrees to abide by the policies and procedures of the Employer, including the policies contained in the Employee Handbook, as amended by the Board of Governance from time to time.

## **Expectations**

Employee agrees to implement the SNACS mission is *to provide for Personalized Learning through choice and PLAY* and according to the SNACS model as found on the SNACS website and/or expectations document. This requires the employee to set up the learning environment based on state standards, with individualized and differentiated learning centers, where students plan and choose how they spend their time for most of the school day using an Interactive Choice Board. Employee agrees to follow and complete all requirements as stated in the SNACS Teacher Expectations for the correlating school year.

#### Grants

Employee agrees, if they are paid a salary in any portion of their pay, the employee is responsible to ensure all paperwork under grant requirements is completed, signed, and all specified grant program requirements are met.

# **Required Certifications, Courses and Permits for Employment**

Employees must supply necessary documentation of the following requirements before reporting to work. These documents will require updates and will be maintained in the employee's personal file.

1. NDE Licensure for all professional positions.

- 2. Professional certifications per position as required.
- 3. Work experience verification and expertise for all positions.
- 4. CPR and First Aid Certificate must be completed within ninety (90) days from date of hire and must present documentation of renewal every two (2) years all positions.
- 5. Child Abuse and Neglect Course must be completed within ninety (90) days from date of hire all positions.
- 6. Certificate for Prevention and Control of Communicable Disease Certificate must be completed within ninety (90) days from date of hire -- all positions.
- 7. Washoe County Sheriff's Department work permit, with full background check. This must be completed before beginning work Preschool grades
- 8. Documentation of negative PPD tuberculin skin test prior to beginning work and must present documentation of renewal every 2 years -Preschool grades
- 9. Sudden Infant Death (SIDS) Course must be completed within 90 days from date of hire Preschool grades
- 10. Heath, Nutrition and Safety Course must be completed within ninety (90) days of date of hire. An additional Obesity and Nutrition course is required annually Preschool grades
- 11. Employee must provide proof that they have register with the Nevada Registry Preschool grades

## **Immigration Law Compliance**

SNACS is committed to employing only United States citizens and aliens authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 within the past three years, or if their previous I-9 is no longer retained or valid.

Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

### **Introductory Period**

The first sixty (60) days of employment for non-contracted employees, during which they learn responsibilities and get acquainted with fellow employees at SNACS, is considered an introductory period. During this time such employees will have a chance to decide whether they are happy with the job, and SNACS will have the opportunity to determine whether they are meeting the job requirements and adapting to the new position at SNACS. At the end of the

introductory period, a supervisor will complete an evaluation of the work performed and will make one of three recommendations: (1) to continue your employment; (2) that the Introductory Period be extended for up to an additional ninety (90) days; or (3) that employment be terminated. The successful completion of this introductory period should not, however, be construed as creating a contract of continued employment or as guaranteeing employment for any specific duration or as establishing a just cause termination standard. As earlier stated, it is the policy of SNACS that all employees are employed at the will of the employee and SNACS. Successful completion of your introductory period begins your entitlement to various benefits as described in the Benefits section of this Handbook.

#### **Personnel Records**

SNACS maintains personnel files on each employee. To ensure that your personnel file is always up to date, notify the Human Resources Manager in writing of any changes in your name, telephone number, home address, marital/domestic partner status, number of dependents, beneficiary designations, required certifications, documentation of completed courses and required permits, the individuals to notify in case of any emergency, and so forth.

SNACS considers any personal information regarding an employee confidential. Misuse or unauthorized disclosure of confidential information not otherwise known to persons or firms outside SNACS shall be subject to disciplinary action up to and including termination.

#### **Attendance and Punctuality**

SNACS expects you to assume diligent responsibility for your attendance and promptness. Recognizing that illness, injury and other foreseeable and unforeseeable circumstances may occur which may prevent or inhibit you from reporting to work, SNACS has established the leave policies contained in this Handbook. Unscheduled employee absences hinder SNACS in its objective of providing the best service to its students and families and cause an extra burden for other employees. If you are unable to report to work, you are to call: (775) 677-4500 and speak to an immediate Supervisor.

- 1. Employees are on time for work and remain onsite for the contracted day. In the event an employee must leave campus for any duration during the school day, they must communicate with their direct supervisor.
- 2. Teachers are present and focused during the contract day. Personal time on cell phones, emails, etc. is prohibited during working hours. Cell phones are silenced during the school day.
- 3. Teachers understand that student attendance is directly affected by teacher attendance. Teachers must be at work on all scheduled school days and events with minimal exceptions.
- 4. Teachers may not utilize sick time until it is accrued.

- 5. Teachers may not call in sick unless they are extremely ill (contagious) and have or secure a written medical doctor's note that is provided to administrators and the Human Resources Coordinator. Continued and chronic absences, without a doctor's medical note, will be included in evaluation systems. All medical documentation must be provided to the Human Resources Coordinator to maintain in personnel files.
- 6. Teachers schedule medical appointments during non-school hours. If this is unavoidable, teachers may request to attend the appointment. Requests must be written with enough time to identify and schedule a substitute. Teachers may be permitted time for the appointment and travel to and from the appointment. Teachers may not take a full day for a medical appointment. Emergencies are reviewed by an immediate Supervisor for approval. All medical documentation must be provided to the Human Resources Coordinator to maintain in personnel files.
- 7. Teachers may not call in sick or use personal days before or after a school break, weekend, or other scheduled non-school days, without pre-approved written permission from the school administrator at least 30 days before the date requested. Such requests may be granted during extremely unexpected and unavoidable circumstances.
- 8. Teachers are responsible for identifying and scheduling substitutes and coordinating and communicating with the school administrators and Human Resources Coordinator all sick and personal time.
- 9. Teachers will be deducted sick/personal time pay for any unplanned and unwarranted and unearned sick or personal days at the discretion of school administrators.
- 10. Teachers are expected to have a substitute folder with a printed (typed) schedule and instructions available. This should be a lesson plan for no less than one school day. This folder should be available in the classroom, ready for anyone assigned to take over. Substitute folders must be present before the first week of school.
- 11. Teachers needing an unscheduled absence must be at school until a substitute can be found. Do not assume that there is someone to cover your classroom. Your initial contact for an absence will start with the immediate Supervisor.
- 12. For a scheduled absence 30 days in advance, contact Human Resources in writing and cc administration. There is a form entitled "Request for Time Off" located in the front office. All staff absences are recorded and tracked annually.
- 13. Text messages must receive an approval response is necessary to be a valid notification of absence. A text message sent does not mean an employee's absence is approved.
- 14. Voicemail messages are not acceptable. We require employees to speak with an actual staff member when calling in sick. If you are physically unable to make a personal call, you must have someone else call for you and speak to an immediate supervisor. SNACS requires a written medical excuse from the employee's doctor for any absence related to illness or injury or appointment during school hours. Failure to properly notify SNACS or provide related documentation results in an unexcused absence. Unexcused absences are not paid and could result in demotion, dismissal, or non-re-employment. Each occurrence will be documented in the employee's personnel files.

An occurrence is when an employee leaves his or her position without adequate notification to his or her supervisor or coverage of his or her position, fails to report for work without proper

notice to his or her supervisor, fails to provide a satisfactory reason for such absence or tardiness as determined by SNACS, or is found sleeping on duty. Failure to show up for work, without notification, may be considered abandonment of your employment and it will be determined that you have voluntarily terminated your employment with SNACS.

Employees may take sick time as unpaid or may use accrued PTO (if applicable), when it is available.

## **Secondary Employment**

SNACS recognizes your right to spend your non-working time away from work as you please and understands that you may desire to engage in other employment; however, this employment cannot pose a conflict of interest or interfere with the position you hold with SNACS or affect your ability to meet scheduling needs or performance standards for your position. SNACS must also be able to ensure that outside employment does not interfere with or compromise SNACS's interests. This includes refraining from having a financial interest, investment, association or conducting activities that are inconsistent or competes with SNACS's best interest or exploits one's position with SNACS for personal gains.

Prior to beginning any outside employment, you must discuss the appropriateness of such outside employment (including self-employment) with your supervisor. In addition, you must submit a request in writing to your supervisor and the Human Resources Manager indicating the nature of the job before you accept outside employment or become self-employed. The supervisor or department head will determine if the job is a "conflict of interest" with your current position under SNACS. The supervisor and/or the department head will notify you in writing of the decision.

#### **Dress Code**

It is SNACS's position that all employees are professionals and, as such, are required to have a professional appearance and appropriate grooming and hygiene. SNACS follows a business casual attire. It is SNACS's expectation that employees may wear professional, comfortable clothing if that clothing is neat and professional looking. SNACS provides for casual Fridays where jeans are permitted, however, these must be in professional taste according to the dress code. SNACS has intermittent spirit days in which employees may dress accordingly, ensuring a professional manner. If any clothing or body decoration is deemed to be unacceptable by your supervisor, you will be asked to change. If an employee is unable to change the improper clothing or remove/cover the body decoration while at work, SNACS reserves the right to send any employee home to do so. Time away from work will be unpaid. Continued violations of this policy will lead to discipline, up to and including termination. SNACS provides for casual Fridays where jeans are permitted, however, these must be in professional taste according to the dress code. SNACS has intermittent spirit days in which employees may dress accordingly,

ensuring a professional manner.

#### **Surveillance Cameras**

SNACS has audio and video surveillance camera system on SNACS premises throughout the internal buildings and external property of the school. The surveillance system is used by administration to ensure the safety of students, families, staff, and the community. Images and recordings are maintained for up to 30 days, unless specifically archived by administration personnel to document a specific safety or security issue. SNACS administration uses this system to improve school safety, security, and behavior. Only designated personnel can view the recordings, and their contents are never broadcast outside the school premises unless required by the court system or local authorities. Parents are not permitted access to view the recordings unless subpoenaed by the court system, as this is a FERPA regulation. Employees of SNACS acknowledge and consent to audio and video surveillance.

## **Conduct and Discipline Policy**

As an integral member of SNACS team, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and always exhibit a high degree of personal integrity. Employees must not be discourteous or disrespectful to families, students, co-workers, or any member of the public while in the course and scope of SNACS business. You are expected to always observe the highest standards of professionalism.

SNACS employees do not hold First Amendment rights to Freedom of Speech while on school property, at school-sponsored events, or when representing SNACS in any capacity. SNACS employees may not engage in making political, religious, anti-government, or other statements to influence other members of the school community in their capacity as an employee.

We will take appropriate action for failure to follow SNACS's standards of conduct and discipline based on the seriousness of the situation and the circumstances, as analyzed in our sole discretion. Discipline less than termination may take the form of an oral warning, a written warning, a performance appraisal indicating below-standard performance in one or more areas, probation or suspension. The action taken, if any, prior to termination will depend on the seriousness of the disciplinary problem. The evaluation of the seriousness of the situation will be made solely by management in its complete and sole discretion. Our attempt to take appropriate action in response to improper conduct in no way alters the fact that you are an at-will employee who may be terminated or demoted at any time, with or without cause and with or without notice.

Although it is not possible to provide an exhaustive list, the following are examples of conduct that are considered grounds for discipline, up to and including termination with no warning.

- Dishonesty
- Reporting to work under the influence of alcohol or drugs or possessing, distributing or selling drugs on School property or during working hours
- Sexual harassment or other unlawful harassment
- Verbal or physical violence on the job or at a SNACS event
- Failure to comply with School policy regarding attendance
- Falsification of forms, records or reports including work logs or employment application materials, including without limitations, omitting information asked
- Entering or leaving School property without permission
- Abusing, destroying or willfully damaging School or employee property
- Disclosing confidential or proprietary information about SNACS, a fellow employee, a family, or student
- Theft or another criminal act
- Conduct or behavior which affects overall employee morale
- Violating safety or health rules or practices or conduct that creates a safety or health hazard

The above are merely examples; the NRS outlines specific reasons for admonishment, termination, dismissal, or suspension (with or without pay). Other conduct that adversely affects job performance or the reputation of SNACS may also be grounds for disciplinary action. If your performance, work habits, overall attitude, conduct, or demeanor becomes unsatisfactory in the judgment of SNACS, you will be subject to disciplinary action, up to and including termination.

All written correspondence to persons, agencies, or others outside SNACS on SNACS stationary or in the name of SNACS must be made with the knowledge and consent of your supervisor or manager.

<u>Reassignment</u>. SNACS reserves the right at any time during the term of this Agreement to reassign the Employee to other administrative services provided that no reduction in the rate of salary may be made by reason of such reassignment.

## **Confidentiality of Information**

All information that you receive as an employee of SNACS is presumed to be confidential including, but not limited to, information regarding the employees, the students and their families, custody information, accident or injury reports, business processes and procedures, financial data, trade secrets, know-how, computer programs, wage and salary information, marketing and sales programs, customer information, pricing schedules, supplier information, services and products of SNACS. Employees shall not use or disclose any confidential information to anyone outside SNACS. Every employee has the responsibility to safeguard confidential information. Any requests from inside or outside persons, other than in the scope of normal business activities, must be directed to your supervisor or department head. To safeguard confidential information, employees must take all necessary steps to maintain the confidentiality of such information. The duty to protect the confidential information continues even after your

employment with SNACS ends. Strict observance of this policy is required, and any violation may result in disciplinary action up to and including termination.

#### **Drug and Alcohol Policy**

SNACS aims to provide a safe and productive workplace through elimination of employee substance abuse and its effects on SNACS's workplace. Employees must act as responsible representatives of SNACS and as law-abiding citizens. It is every employee's responsibility to report violations of this policy to your immediate supervisor.

#### Alcohol

The use of alcohol or being in a State of Intoxication or being Impaired by alcohol during normal business hours, while performing School business, while on SNACS premises, or while operating a SNACS vehicle at any time, is prohibited. A Failed Alcohol Test is grounds for disciplinary action, up to and including termination. This policy will not be construed to prohibit the use of alcohol at social or business functions sponsored by SNACS where alcohol is served. Employees choosing to consume alcohol at social or business functions sponsored by SNACS must always conduct themselves in an appropriate manner and should ensure that they do not become Impaired, as defined below, or reach a state of intoxication. SNACS does not and will not assume responsibility for the safety and/or transportation of their employees who consume alcoholic beverages at such functions. The consumption of alcohol that reflects negatively in any way on SNACS or its employees may result in disciplinary action.

#### **Illegal Drugs**

SNACS strictly prohibits the use, sale, attempted sale, transfer, distribution, manufacture, attempted manufacture, purchase, attempted purchase, possession or cultivation of Illegal Drugs, or being under the influence of, or being Impaired by, Illegal Drugs. A Failed Drug Test is grounds for disciplinary action, up to and including termination.

#### **Legal Drugs**

SNACS prohibits being under the influence of, or being Impaired by, a Legal Drug, during normal business hours, while performing School business, while on School premises, or while operating a SNACS vehicle at any time, unless it has been approved by SNACS as a reasonable accommodation. An employee using a Legal Drug has an obligation to inquire (including, where appropriate, confer with the employee's medical provider) and determine whether the legal drug the employee is taking may or will affect the employee's ability to safely and efficiently perform the employee's job duties. If the inquiry indicates that an employee may be Impaired or the employee feels he or she will be Impaired by taking a legally prescribed drug, he or she is required to inform his or her immediate supervisor, prior to starting work. The employee is only expected to disclose the functional limitations that the employee may be experiencing because of

taking the Legal Drug not the underlying reason for use of the drug, so that appropriate measures to ensure safety can be taken. If deemed appropriate, SNACS may provide an accommodation, which may include a possible assignment to other appropriate work or placed on a medical leave of absence until the employee no longer requires the Legal Drug. An employee taking over-the-counter medications contrary to instructions provided by the provider, manufacturer, or their health care provider may be subject to disciplinary action, up to and including termination and appropriate legal action.

#### Medical Marijuana

For purposes of this policy, marijuana is in a unique class because it is legal under Nevada law but remains unlawful under current federal law. However, under any circumstance, marijuana is still considered an Illegal Drug to the extent it is not obtained pursuant to a valid registry identification card or when it is lawfully obtained but not used in the appropriate time, manner, place, combination, or quantity. The use of Medical Marijuana during an employee's scheduled shift or other work hours, while performing School business, while on School premises, or while operating a SNACS vehicle at any time, is prohibited regardless of the possession of a valid registry marijuana card. In the event an employee fails a drug test due to Medical Marijuana, SNACS will evaluate an accommodation, on a case-by-case basis, under SNACS's accommodation policy.

#### **Definitions**

"School Property" means all property owned, leased or otherwise in the control of SNACS. This includes, but is not limited to, buildings, facilities, vehicles, offices, parking lots, desks, cabinets, lockers, closets, etc., and as described by any other policy of SNACS.

"Failed Drug/Alcohol Test" for the purpose of this policy, means any of the following: (1) submission or attempted submission of an altered, adulterated, substituted, diluted or tampered with sample; (2) any effort to evade the testing process (including failure to report an accident or injury); (3) refusal to comply with this policy, execute any consent/release required or to take a drug/alcohol test or release the results when requested and under the terms requested by SNACS; or (4) a confirmed positive drug/alcohol test showing (a) a state of intoxication from alcohol, (b) the presence of an Illegal Drug or its metabolite in the tested individual's test sample, (c) that the employee was under the influence of an Illegal Drug, or (d) the presence of a Legal Drug in an amount that causes an employee to be Impaired.

"Illegal Drugs" means any substance or drug, the sale, possession, ingestion, cultivation, transfer, use, purchase, or distribution, of which is illegal or controlled and any related paraphernalia or other related item. Illegal drugs include prescription drugs or consumer products not legally obtained and/or not being used in the time, manner, combination or quantity prescribed, or by the individual for whom prescribed. Illegal Drugs includes

items that are prohibited by the 2012 Federal Synthetic Drug Abuse Prevention Act. Although certain marijuana possession, cultivation, and consumption is no longer criminally prosecuted under Nevada state law, for purposes of this policy (except as otherwise provided in this policy above), Illegal Drugs also includes marijuana, unless the employee utilizes Medical Marijuana, as defined above.

"Legal Drugs" include prescription drugs and over-the-counter drugs that have been legally obtained and are being used in the manner, time, combination and/or quantity for which they were prescribed or manufactured. Legal Drugs, for purposes of this School policy only, includes "Medical Marijuana" unless the employee is employed in a position in which use of medical marijuana is a safety concern.

"Medical Marijuana" means marijuana (as defined by NRS 453.096), edible marijuana products (as defined by NRS 453A.101), and marijuana-infused products (as defined by NRS 453A.110) obtained pursuant to a valid recommendation and valid registry identification card as defined in NRS Chapter 453A and obtained, used, and possessed in a manner considered lawful by the State of Nevada.

"Impaired" means the presence of any Legal Drug or Illegal Drug in a person's system where the level or amount may be reasonably anticipated to: (1) pose a threat of harm or danger to persons or property; or (2) adversely affects the employee's job performance, or (3) adversely affects the safety of other employees, or (4) prohibits the employee from fulfilling any or all of his or her job responsibilities. Impairment is determined by SNACS in its discretion.

"Reasonable Suspicion" means either (a) reason to believe an employee is currently affected by alcohol, drugs or a controlled substance, based upon specific personal observations concerning behavior, speech, or body odors, including circumstances which could have or did result in personal injury or damage to School Property; (b) actual or near occurrence of a personal injury or damage to School Property under circumstances by which a supervisory employee has reasonable belief that the employee's acts or omissions contributed to the occurrence, near occurrence or severity of the accident, incident or circumstances; or (c) evidence of other specific contemporaneous physical, behavioral, pattern or performance indicators suggesting that the employee has violated this policy. For example, Illegal Drugs or alcohol found on the employee's person or at or near the employee's work area may constitute reasonable suspicion. Reasonable Suspicion is determined by SNACS in its discretion.

"State of Intoxication" means the level of alcohol in the employee's system meets or exceeds a concentration of alcohol of 0.08 or more.

"Under the Influence" means the employee has an amount of a controlled or prohibited substance in his or her system that: (1) is equal to or greater than the limits set forth in subsection 3 of NRS 484C.110 or the limits set forth by the Department of Transportation (or any other government agency regulating the employee), whichever is less, or (2)

negatively affects his or her performance; or (3) poses a threat to safety or risks property damage.

## **Drug and Alcohol Testing**

SNACS may implement the following types of drug and/or alcohol testing: (1) pre-placement, (2) reasonable suspicion, (3) post-accident, (4) random, (5) third party (based on third party requests), and (6) return to duty and follow up. Except as otherwise provided in this policy or applicable law, SNACS will test for the following types of substances: Marijuana, Cocaine (including crack), Opiates (including heroin and codeine), Amphetamines (including methamphetamines), Phencyclidine (PCP) and Alcohol. Other drugs may be added to this list, at SNACS's discretion. SNACS may use any other legally permissible means of drug and alcohol testing.

Those who refuse to submit to a drug/alcohol test when requested, release results, or who are found to have engaged in conduct to evade the test or testing process, including dilution, adulteration, failure to report accident immediately or concealment of information, will be considered insubordinate and subject to disciplinary action, up to and including termination for this additional and independent reason.

#### Searches

If SNACS suspects that an employee or on-site contractor is in possession of Illegal Drugs or alcohol in violation of this policy, SNACS may request the individual to submit to a search of his or her person, personal effects, vehicles, lockers, desks, work area, baggage, and SNACS quarters. In addition, SNACS may periodically conduct searches of individuals entering or leaving work sites at random. Searches will be conducted by management personnel and may or may not be conducted in the presence of the person whose property or work area is searched.

#### **Employee Consent**

Your application for, acceptance of, or continued employment with SNACS shall constitute your consent to the terms of this policy and to the release of test results to SNACS. Upon request, an employee must promptly complete any required forms and releases and promptly provide a sample for testing.

#### **Arrests/Convictions**

Any employee who is arrested and/or convicted of any crime including but not limited to child endangerment, domestic or other violence, criminal drug statute infraction and/or alcohol-related crimes shall notify SNACS in writing no later than five (5) days after such conviction. Any conviction for such criminal conduct, whether on or off duty, or any violation of School's drug

abuse policy, may lead to disciplinary action, up to and including termination, where allowed by applicable law.

## **Investigative Suspensions and Disciplinary Action**

Any employee suspected to be in violation of this policy will be placed on investigative suspension pending the results of the drug and alcohol testing, or other applicable investigation. If the test is passed, the employee will be reinstated and compensated for wages lost during suspension unless there are circumstances that justify an unpaid suspension (e.g., violation of any other policy, such as safety). If the test is Failed, the employee will be subject to the appropriate discipline at SNACS's discretion.

## **Confidentiality**

Test results may be disclosed to another member of management on a need-to-know basis and to the employee upon request. Disclosures, without employee consent may also occur when: the information is compelled by law or judicial or administrative process; the information has been placed at issue in a formal dispute between the employer and the employee or job applicant; the information is used in administering an employee benefit plan or other insurance program; the information is needed by first-aid, safety, or medical personnel for the diagnosis or treatment of an employee who is unable/unwilling to authorize disclosure; for review by the State Worker's Compensation Board or the State Unemployment Security Division in determining a pending claim; or the information is compelled by Federal officials investigating compliance with the Americans With Disabilities Act. Employment with SNACS is contingent upon, among other things, compliance with this Drug and Alcohol Policy. Violations will result in disciplinary action up to and including termination.

# **Prohibited Harassment, Discrimination and Retaliation Policy**

SNACS is committed to providing a work environment free of prohibited discrimination, prohibited harassment and retaliation. SNACS maintains a strict policy against such conduct, in any form, because of race, color, sex, gender, religion, national origin, ancestry, age (40 years and above), physical or mental disability, veteran status, sexual orientation, genetic information, marital or domestic partnership status, gender identity and expression or any other basis covered by applicable federal, state or local law, ordinance or regulation (which will be collectively referred to as "protected categories"). Prohibited harassment, discrimination, and retaliation, in any form, including verbal, physical and visual conduct, threats, demands, are prohibited.

#### Coverage

This policy applies to <u>all</u> persons involved in the operations of SNACS and prohibits discrimination, prohibited harassment or retaliation by any employee of SNACS, including members of management, department managers and co-workers, and any vendors, service providers, independent contractors, consultants, or visitors on our premises or at any location relating to the business of SNACS.

#### **Policy and Procedure**

Employees may be subject to discipline up to and including termination, for violation of this policy, even if their conduct does not rise to the level of being a violation of the law (for example, for isolated misconduct). In other words, employees should not wait until the conduct has become severe or pervasive to report it. This policy is designed to allow SNACS to stop any prohibited conduct before it becomes severe or pervasive. However, your immediate report is a vital component to making this policy work. Vendors, service providers, independent contractors, consultants, or patients may be subject to appropriate sanctions for violation of this policy, which may include termination of the relationship or limitations of access, etc., even if their conduct does not rise to the level of being a violation of the law.

In addition to SNACS's commitment to providing a workplace free of prohibited harassment, discrimination, and retaliation, SNACS proudly recognizes the diversity of our work force. Our employees come from many racial, ethnic and cultural backgrounds, and SNACS views this diversity as an important and valuable part of our corporate culture. We encourage all employees to make every reasonable effort to respect the different cultural values, customs and languages that their co-workers may bring into the workplace. Failure to do so may create an atmosphere of inferiority, isolation, and even intimidation and may even create a perception of discrimination, harassment or retaliation.

#### **Sexual Harassment Defined**

Sexual harassment consists of unwelcome sexual comments, sexual advances or requests for sexual favors, and other verbal or physical conduct of a sexual nature including when any of the following apply:

- 1. Submission to such conduct is made a term or condition of the individual's employment.
- 2. Submission to or rejection of such conduct is used as the basis of employment decisions affecting such individual.
- 3. Threats and demands to submit to sexual requests in order to keep your job or avoid some other loss, and offers of job benefits in return for sexual favors

It is prohibited for males to sexually harass females or other males, and for females to sexually

harass males or other females. Sexual harassment on the job is prohibited whether it involves coworker harassment, harassment by a manager, or harassment by persons doing business with or for SNACS.

#### Other Forms of Harassment or Discrimination

Harassment and discrimination because of a protected category may occur where the conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment and includes, but is not limited to:

- 1. Verbal conduct such as epithets, derogatory comments, slurs, or unwanted invitations or comments based upon the protected category.
- 2. Visual conduct such as derogatory posters, photography, cartoons, drawings, or gestures, relating to any protected category or characteristic.
- 3. Physical conduct such as unwanted touching, blocking normal movement, or interfering with work because of a protected characteristic.

There may be a violation of this policy even if you have not lost a job or some other economic benefit. Prohibited harassment or discrimination that impairs your working ability or emotional well-being at work violates this policy and will not be tolerated.

## **Procedure**

### **Employees**

If you believe you are being harassed or discriminated against on the job because of a protected category; or that you are being retaliated against for using in good faith the complaint procedure set forth in this policy or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by SNACS under this policy or a governmental enforcement agency, you are required by SNACS policy to use the procedure outlined in this policy to file a report and have it investigated.

Immediately provide a report, preferably in writing, to any of the following:

Your immediate supervisor, the Human Resources Coordinator, any member of the administration team, or the CEO.

Because of the serious nature of these issues, reporting discrimination, harassment or retaliation to any person who is not designated in this policy is inappropriate--the report should be made to <u>any</u> of the people indicated above. SNACS takes these matters seriously and, as a result, it is

important that you report any discrimination, harassment or retaliation strictly in accordance with this procedure so that SNACS can address the issue properly.

The open-door policy, chain of command or general practice of reporting issues "up the chain of command" does not apply to issues of discrimination, harassment or retaliation. As a result, if any of the people listed above are involved in the discrimination, harassment, or retaliation, including your supervisor/manager, or you have reported it to one of those positions and they have failed to take appropriate remedial action, then you should alternatively report it to any of the other positions listed above.

Your complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, cartoons, emails, etc.).

In addition, SNACS requires that all employees report conduct they observe which is prohibited by this policy whether they are personally involved. A failure to immediately report such activity, complaint or allegation, may result in discipline up to and including termination.

SNACS treats all complaints of harassment, discrimination and retaliation seriously and all employees are expected to be candid and truthful during the investigation. If evidence arises that a participant in the investigation has made intentionally false statements, the employee may be disciplined up to and including termination.

SNACS encourages all employees to report any incidents of conduct that are forbidden by this policy immediately so that complaints can be quickly and fairly resolved, and relevant witnesses can be interviewed while events are still fresh in their memory.

### Supervisor/Manager

After receiving the employee's complaint of illegal harassment, the supervisor or manager will contact the CEO.

If the supervisor has not received a complaint but suspects that conduct might constitute illegal harassment, the supervisor will contact any of the officials listed above, regardless of how the supervisor became aware of the conduct.

## **Investigation and Resolution**

Upon receipt of a report under this policy, SNACS will undertake an investigation and attempt to resolve the situation. If SNACS determines that prohibited conduct has occurred, SNACS will take effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future prohibited conduct. When the investigation is complete, and as soon as is practical thereafter, the individual making the report will be informed whether his or her allegation was substantiated and that appropriate action(s) were taken; however, please be

aware that the person making the report will not be informed what specific action(s) were taken. If the discrimination, harassment, or retaliation continues, the employee should report the issue or continued conduct and/or retaliation in accordance with the procedures outlined in this policy.

#### Liability for Harassment, Discrimination or Retaliation

Any employee of SNACS, whether a coworker or manager, who is found to have engaged in prohibited harassment, discrimination or retaliation is subject to disciplinary action, up to and including immediate termination. In addition, any employee who engages in prohibited harassment, discrimination or retaliation, including any manager who knew about the conduct but took no action to stop it, may be held personally liable for monetary damages. SNACS does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, SNACS reserves the right not to provide a defense or pay damages assessed against employees for conduct in violation of this policy.

#### **Confidentiality**

SNACS will make reasonable efforts to avoid disclosure of harassment complaints. Please be aware that SNACS cannot guarantee complete confidentiality because conducting an effective investigation may and often does require revealing information to the alleged harasser and/or potential witnesses. However, SNACS will endeavor to disclose such information only to those who need to know about it. SNACS will also endeavor to avoid disclosure of records relating to complaints under this policy on the same basis.

#### Retaliation

SNACS also prohibits retaliation against employees who bring illegal harassment charges or assist in investigating charges. Retaliation in violation of this policy may result in discipline up to and including termination. Any employee bringing a bona fide illegal harassment complaint or assisting in good faith in the investigation of such a complaint will not be adversely affected in terms and conditions of employment, nor discriminated against or discharged because of the complaint.

While this may seem very explicit and detailed, we want to be very clear about illegal harassment and discrimination since it has no place in a professional environment and is completely contrary to the quality of life that we wish to have for our employees.

#### Additional Enforcement Information

In addition to SNACS's internal complaint procedure, employees should also be aware that the federal Equal Employment Opportunity Commission (EEOC) and state agencies such as the Nevada Equal Rights Commission investigate and prosecute complaints of harassment,

discrimination and/or retaliation in employment. Employees who believe that they have been harassed, discriminated or retaliated against may file a complaint with these agencies. However, employees are not required to do so, and SNACS prefers that employees give SNACS the opportunity to address their concerns before reaching out to an outside third party. Employees should be aware that the deadlines for filing a complaint with one of those agencies are 180 days or 300 days and run from the last day when the conduct occurred, not from the date when the complaint to the employer is resolved. Current contact information for these agencies is available online or in the public telephone directory. Please be aware that reporting harassment, discrimination and/or retaliation to any of these agencies is in addition to your obligation under this policy to also report the conduct to SNACS using these procedures. Therefore, submitting a report to an administrative agency does not relieve you of your obligation under this policy to immediately report incidents of harassment, discrimination, and/or retaliation as provided in this policy.

# **Anti-Violence Policy**

SNACS is committed to providing a workplace that is free from acts of violence or threats of violence. Although some kinds of violence result from societal problems that are beyond our control, we believe that measures can be adopted to increase protection for employees and to provide a secure workplace. In keeping with this commitment, we have established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on School-related business, or while operating any vehicle or equipment owned or leased by SNACS. This policy applies to all employees, including management and non-management. This policy also applies to any third-party organizations and its employees contracted to conduct business with SNACS or a client of SNACS.

# **Child Abuse and Prevention Policy**

SNACS strives to nurture all children entrusted to its care in a warm and loving environment. In keeping with that purpose, this policy seeks to assure that SNACS is continually working toward providing an environment safe from physical and sexual abuse for those participating in receiving and providing childcare services. All employees shall seek to provide open lines of communication with parents. We will operate with an open-door policy allowing parents and family members may visit SNACS at any time during the hours of operation. When employees engage in any type of child abuse, sexual exploitation, or sexual harassment, they violate the terms of their employment.

# **Reporting Abuse and Neglect**

Nevada law requires caregivers to report suspected child abuse or neglect to Child Protective Services (1-800-992-5757), Reno Police Department, or Washoe County Social Services

(preschool aged children). After employees report the abuse or neglect to the above entities they must report it to the CEO as soon as possible.

When making a report, employees will be asked for specific information about the child. Collect as much of this information as possible before calling:

- Name, child, address, age and sex of the child
- Name and address of parents or other person responsible for care
- Nature and extent of the abuse or neglect of the child
- Evidence of any previously known or suspected abuse
- The name, address and relationship, if known, of the person suspected of the abuse
- By law, all reports are kept anonymous (your name will not be released).

Because school employees are considered mandated reporters for suspicion of child abuse and neglect, failure to report could result in a misdemeanor charge.

### **Medical Authorizations**

Employees may not administer medication to any child. Only the nurse or clinical aide authorized employee may administer medication to a child, and only if a parent has completed a Medication Authorization Form. Parents must provide SNACS with a written physician's prescription to indicate a start date and end date, a reason for the medication, and the dosage or medication. Without a written physician's prescription, medication cannot be administered to the child.

Medications must be stored in a locked box (refrigerated medications) or in a high cabinet (non-refrigerated medications). The Medication Authorization Form must always remain with the medication. Unused medications must be immediately returned to the family and will not be stored at SNACS.

When a medication is given, the nurse will document the type of medication administered, the dosage, and the time it was given as well as any unusual reactions or circumstances. Expired Medication Authorization Forms must be retained in the child's permanent enrollment file.

## **Voice Mail, Electronic Mail, and Internet Access**

SNACS Employees are expected to use SNACS communications systems when interacting with fellow employees, families, and students for written communication regarding SNACS business. The communications system, computer network and software operating on those systems, including, but not limited to, Workplace, SNACS website, the e-mail system, Class Dojo, and other platforms used to communicate with students, families, and the community are the property of SNACS and are to be used for SNACS business only. The School has the right, but not the duty, to monitor any and all aspects of its communications and computer systems, including, but

not limited to, monitoring voice mail, monitoring sites employees visit on the Internet, monitoring chat groups and newsgroups, reviewing material downloaded or uploaded by employees, and reviewing e-mail sent and received by employees for purposes including ensuring that communications and computer resources are not abused, ensuring confidential information is not disclosed, investigating complaints of harassing or offensive materials, and responding to potential information requests. Employees waive any right to privacy in anything they create, store, send, or receive on the computer or the Internet.

Employees shall not send, receive, display, print, or otherwise disseminate material that is fraudulent, harassing, illegal, embarrassing, sexually explicit, obscene, intimidating, or defamatory. SNACS discrimination and sexual harassment policies apply in full to voice mail, e-mail, Internet, and network components of SNACS's communications and computer systems. Any employee encountering such material should report it to the appropriate supervisor, manager or the CEO immediately.

No employee may use SNACS's voice mail, Internet or email resources for commercial or personal advertisements, solicitations, promotions, destructive programs (*i.e.*, viruses and/or self-replicating code), political material, or any other unauthorized or personal use. In addition, no SNACS information should be posted on the Internet without prior approval from the CEO.

Employees should never leave devices that contain confidential and proprietary information unattended or in vehicles. If a device containing such information is lost or stolen the employee must report it immediately to their supervisor.

Employees should exercise the same care in drafting email, communicating in chat groups, and posting items to newsgroups as they would for any other written communication. Anything created on the computer, e-mail or Internet may, and likely will, be reviewed and further distributed by others.

All material downloaded from the Internet or from computers or networks that do not belong to SNACS MUST be scanned for viruses and other destructive programs before being placed onto SNACS's computer system.

## **Use of Social Media by Employees**

SNACS acknowledges that employees may maintain, participate in, or contribute to social networking sites including personal websites, blogs, chat rooms, message boards, Facebook, Instagram, LinkedIn, TikTok, Snap Chat, Twitter, or other forms of social media ("Social Media") outside of their job duties and work time. Employees who engage in such activities and post to Social Media sites must comply with this policy.

Employees are strictly prohibited from engaging in personal Social Media activities during work time or using any School computer hardware or software to engage in such activities.

Employees who engage in personal Social Media activities shall not make any representations or imply that any postings are made on behalf of SNACS. In order to deliver an appropriate message and avoid giving misinformation, any media inquiry or request made to an employee through any social media shall be directed to the owner of SNACS.

Employees engaging in personal Social Media activities are encouraged to exercise discretion, good judgment, and respect for SNACS, its services, other employees, and the families and students that we provide services too. While engaging in personal Social Media activities, employees should avoid posting any inappropriate, inaccurate, threatening, harassing or offensive material that may be harmful or objectionable to other employees, families and students, damage SNACS's reputation in the community, or violate any policy or procedure of SNACS. Employees are strictly prohibited from disclosing any confidential or proprietary information learned through the course of the employees work for SNACS or any client. Employees may never use photos of the families and children that SNACS provides services to unless prior approval is received from the registrar (checking for photo release) and CEO of SNACS, or a written authorization is obtained. Employees are responsible for any material they post on social media.

Nothing in this policy is intended to improperly restrict an employee's right to engage in protected activity such as discussing terms and conditions of employment. Employees will not be subject to adverse employment action for engaging in such protected activity.

Upon termination of employment, SNACS will wipe all confidential and proprietary information about SNACS from all devices that are in the employee's possession.

Any questions regarding this policy should be directed to the owner of SNACS. Any employee that violates this policy will be subject to appropriate disciplinary action, up to and including termination.

# **Use of Music and Headphones by Employees**

SNACS acknowledges that employees may play or listen to music while at school. School-appropriate music be played when circumstances warrant. Music may not impede student learning or the school community at any time. Inappropriate, explicit, offensive music is always prohibited on school premises, at school events, and when representing the school. This includes in your vehicle when on premises or on headphones.

Employees should not be listening to music on headphones when students are present. Administration may wear a single ear headphone (like Air Pod pros) to listen for work-related calls but must be able to hear school activity in case an emergency arises.

# **Camera Phone Policy**

SNACS is also committed to respecting the personal privacy of its employees, families and students. SNACS is also committed to ensuring that confidential information of SNACS is not disclosed. In relation to these commitments, SNACS recognizes that employees may have digital or other cameras, video cameras, cellular phones with picture-taking or video-recording capabilities, or any other devices with picture-taking or video-recording capabilities ("Camera Devices") and believes that measures can be adopted to protect personal privacy and confidential information. We have therefore established a strict policy that prohibits the unauthorized transmission of confidential information of SNACS. Employees may never use photos of the families and children that SNACS provides services to unless prior written approval is received from the CEO, and a written authorization is obtained from the subject.

This policy applies to all employees, including administration and non-administration. This policy also applies to any third-party organization and its employees contracted to conduct business with SNACS or a client of SNACS.

Any employee that violates this policy will be subject to appropriate disciplinary action, up to and including termination.

#### Solicitation and Distribution of Literature

To avoid disruption of the organization's operations, the following rules shall apply to solicitations and distribution of literature on any SNACS property or premises. Persons who are not employed by SNACS may not solicit or distribute literature on School property at any time for any purpose.

Employees may not solicit, during working time, for any purpose, and employees may not distribute literature during working time for any purpose. For purposes of this policy "working time" includes the working time of both the employee doing the soliciting and distributing and the employee to whom the soliciting or distributing is being directed. Working time does not include break periods, meal periods, or any other specified periods during the workday when employees are properly not engaged in performing their work tasks. Employees also may not distribute literature at any time for any purpose in working areas.

Solicitation or distribution of literature that pertains directly to an approved School employee program, may be permitted in certain situations, only with the advance knowledge and approval by the CEO.

This policy is not intended to supersede any conflicting local ordinance or state law which applies to School facilities.

## **Smoking**

It is SNACS's policy to promote a safe and healthy work environment for its employees. In addition, City and County ordinances have been enacted relating to smoking in places of employment. SNACS will comply with these laws by not permitting smoking anywhere on SNACS premises, this includes both the front and back parking lots. Any employee found smoking, which includes e-cigarettes, on the premises shall face disciplinary action up to and including termination.

# **Issued Equipment Policy**

Employees may be issued credit cards, keys, and other items upon employment. All such items must be returned to the appropriate supervisor or manager upon your termination of employment. Your final paycheck will be held until all issued equipment is returned and if such equipment is not returned, the value of such equipment will be deducted from your final paycheck in accordance with a signed authorization.

# Cellular Phone and Equipment Usage

Employees are prohibited from talking on or otherwise using cellular telephones, walkie-talkies, personal planning devices, internet access devices, or any similar device while (a) driving or otherwise operating any vehicle during work hours, while on work premises, or while on School-related business, (b) driving or otherwise operating a SNACS vehicle during work or non-work hours, (c) operating or otherwise using any equipment or machinery during work hours, while on work premises, or while on School-related business, and (d) operating or otherwise using any SNACS equipment or machinery during work or non-work hours.

Personal cell phone use for personal reasons should be during the employee's breaks and mealtimes only and must be silenced during working hours. Emergency calls from the outside should be directed to SNACS's main phone. Messages will be taken for all non-emergency calls received on SNACS's main line. Personal cell phones used for work purposes should not be used in classrooms or other spaces with students and families present. If you need to take a work-related call, practice discretion and take such calls in an office or space without students, families, or other employees.

# **Safety Policy**

SNACS emphasizes "safety first" and expects all employees to take steps to promote safety in the workplace. By remaining safety conscious, employees can protect their own interests as well as those of their co-workers and guests. Always observe the special safety rules applicable in your work area, as well as the following general rules of safety:

- 1. Immediately report any injury, safety hazard, or property needing repair to your supervisor or department head.
- 2. Always keep your individual work area clean and orderly.
- 3. Do not dress in a way that might increase the risk of job-related injury.
- 4. Store all materials and equipment in their proper places.
- 5. Do not run or engage in horseplay on work premises.
- 6. Drive safely and courteously when operating a vehicle as part of work or on school grounds and at school events.
- 7. If your job duties include lifting heavy objects, do so with the appropriate equipment and/or assistance.

All on-the-job accidents and/or injuries must be reported immediately to your supervisor or department head. Employees will need to complete an Accident Form explaining the circumstances of the injury and turn it into the Human Resources Coordinator. Failure to do so may negatively affect your ability to receive Workers' Compensation benefits. Employees whose work injuries need a physician's attention will be treated at a facility determined by SNACS and our Worker's Compensation carrier. Drug and alcohol testing will be conducted at the time of treatment. Time away from work the day of the injury will be paid by SNACS. Employees may use accrued PTO for additional short times away from work related to the injury, such as follow up doctor's appointments, or may take the time unpaid.

## **Child Accidents**

All employees are expected to maintain certification in Child CPR and First Aide.

All accidents involving children must be reported immediately to the Clinical Aide and direct supervisor. Accident(s) reports must be noted, signed/checked by an administrator, given to parents, and copied for the child's file. The Clinical Aide and supervisor will report the accident to the CEO by the end of the school day if deemed minor by the clinical aide. Major accidents will be reported to the CEO immediately. Close supervision of children is the best anecdote to accidents. Use risk management to keep the environment safe and hazard free. SNACS strives to provide the best in equipment, that is kept maintained, and in overall good working conditions, so all children will be safe in the classroom or playground areas. All employees must work together to provide the safest environment possible.

# **Emergency Medical/Dental Procedure**

It is important that parents complete and update, as needed, an Emergency Contact and Parental Consent Form. This form contains contact information for both the parents as well as the individuals authorized to pick up the child in the event of illness or emergency. In addition, the form allows School employees to seek emergency medical or dental care from authorized care providers in the event of serious injury. It is the responsibility of the parent to complete this form and to make corrections to this information when necessary.

If a child becomes ill or injured after arriving at SNACS, the Principal will attempt to contact the parent(s) at all available telephone numbers. Children who are ill or seriously injured will be sent to the office and remain under the supervision of the Clinical Aide until a parent arrives. If a parent cannot be reached, the individuals listed as emergency contacts/authorized pick-up persons on the Emergency Contact & Parental Consent form will be called.

#### IF THE CHILD REQUIRES IMMEDIATE MEDICAL ATTENTION:

The employee who witnessed the emergency will remain with the injured child and instruct someone else to call 911. If no one is available, first ensure the child is stable and if possible, bring the child with you to call 911. Provide SNACS's name and location and a description of the incident. Follow instructions as provided by the operator.

Any employee who witnessed the emergency will provide an incident report. A designated approved employee will accompany the child to the hospital, bringing the child's physical exam, immunization records, and Emergency Contact & Parental Consent Form. Employees may not transport an ill and/or injured child in a personal vehicle.

## **Expectations and Requirements**

SNACS employees are expected to read and follow the SNACS Expectations, Job Descriptions, Emergency Operations Plans, Progressive Discipline Policy, Student/Family Handbook, Strategic Plans, and the School Performance Plan. SNACS employees are expected to follow the Nevada Revised Statutes and Nevada Administrative Code as it applies to charter schools. Copies of the policies and procedures can be found on the website and in the front office.

We welcome you to SNACS and wish you a long and rewarding career!

### **EMPLOYEE ACKNOWLEDGEMENT**

I hereby acknowledge that I have received and read SNACS's Employee Handbook, pages 1 thru 45, and;

- understand its contents;
- understand that I should consult with the Human Resources Manager regarding any questions I have concerning the Employee Handbook at any time during my employment;
- acknowledge that SNACS has audio and video surveillance for the purpose of school community safety. Signing this agreement consents to the audio and video surveillance while on school premises and within the school buildings;
- acknowledge and understand that my employment with SNACS is at the will of both me and SNACS, that I may quit at any time, for any reason or no reason, with or without notice, and SNACS may terminate or demote me at any time, for any reason or no reason, with or without notice;
- understand that this Employee Handbook is not an agreement or contract for employment and that nothing in this Employee Handbook alters or modifies the at will nature of my employment;
- understand that the policies and procedures contained in this Employee Handbook
  may be changed by the SNACS Board of Governance from time to time with or
  without notice, and that such changes will supersede the modified aspects;
- agree that, if I owe any money to SNACS at the time my employment terminates, whether from unreturned items issued to me at the time of employment, advances, or for any other reason, I will execute a release authorizing SNACS to deduct and withhold from my final paycheck, all the amounts that I owe; and
- understand that this Employee Handbook supersedes any prior policies or handbooks issued by SNACS.

	Date of Signature:	
(Signature)		
(Print Name)		