

ROCKETSHIP

Rocketship Education

Employee Handbook 2020-2021



**350 Twin Dolphin Drive, Suite 109
Redwood City, CA 94065**

Phone: 877-806-0920

Website: www.rocketshipschools.org

Message to Rocketship Team Members

This year the Rocketship Employee Handbook is being revised for the 20-21 school year. The handbook is periodically revised to align with changes in employment laws across each of the states where Rocketship schools are located. Periodic revisions are also made to provide clarity and insight for existing policies. The objective is to maintain a comfortable, healthy and safe work environment with an engaged workforce. While all Rocketship policies are important, there are a set of policies that have been identified as a part of our mandatory annual training series.

For each of the policies (referenced below) we will provide annual training and refresher opportunities to all members of the Rocketship workforce.

Mandatory Annual Training Series

- Criminal Background Checks and Reporting
- Employee-Student Relationship Guidelines
- Staff Conduct and Professional Boundaries
- Harassment Prevention

TABLE OF CONTENTS

INTRODUCTION TO HANDBOOK

- Rocketship Education Employer Statement

CONDITIONS OF EMPLOYMENT

- Equal Employment Opportunity Is Our Policy
- Employment At-Will
- Mandated Reporting
- Criminal Background Checks
- Tuberculosis Testing
- Immigration Compliance
 - Teaching Credentials
 - Professional Boundaries: Staff/Student Interaction Policy
- Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation
- Whistleblower Policy
- Confidential Information
- Conflict of Interest
- Smoking

THE WORKPLACE

- Employment Status Classifications
- Work Schedule
- Flex Time
- Meal and Rest Periods
- Lactation Accommodation
- Attendance and Tardiness
- Timecards/Records
- Rocketship Official Media
- Asset Replacement
- Responsibility for School Equipment
- Solicitation and Distribution
- Electronic Services and Use
- Personal Business
- Staff Children at Work
- Nepotism and Staff Relationships
- Social Media
- Staff Dress Code
- School Cancellation, Late Start, and Early Dismissal

SAFETY

- Health and Safety
- Security Protocols
- Identification Badge Requirements
- Campus Access Restrictions
- Occupational Safety
- Accident/Incident Reporting
 - Reporting Fires and Emergencies
 - Substance Abuse
 - Alcohol on Campus

- Smoke Free Environment
- OSHA Compliance
- First Aid and CPR Certification
- Weapons and Firearms
- Investigations/Searches
- Violence in the Workplace
- Notification of Criminal Convictions

EMPLOYEE WAGES AND HEALTH BENEFITS

- Payroll Withholdings
- Overtime Pay
- Paydays
- Expense Reimbursement
- Wage Attachments and Garnishments
- Medical Benefits
- COBRA Benefits

PERSONNEL EVALUATION AND RECORD KEEPING

- Performance Evaluation
- Personnel Files and Record Keeping Protocols

BREAKS/HOLIDAYS, PTO AND LEAVES

- School Breaks/Holidays
- Paid Time Off (PTO)
- Unpaid Leave of Absence
- Sick Leave
- Family Care and Medical Leave
- Pregnancy Disability Leave (California Only)
- Parent Leave
- Industrial Injury Leave (Workers' Compensation)
- Military and Military Spousal Leave of Absence
- Bereavement Leave
- Jury Duty or Witness Leave (CA, WI, DC)
- Voting Time Off
- School Appearance and Activities Leave
 - Bone Marrow and Organ Donor Leave
 - Crime Victim's Leave
 - Victims of Abuse Leave
 - Returning from Leave of Absence

DISCIPLINE AND TERMINATION OF EMPLOYMENT

- Staff Conduct
- Off-Duty Conduct
- Termination of Employment
- Reference Requests

INTERNAL COMPLAINT REVIEW

- Open Door Policy
- Internal Complaints
- Policy for Complaints Against Employees
- General Requirements

AMENDMENT TO EMPLOYEE HANDBOOK

APPENDIX - MANDATED REPORTER POLICIES BY STATE

INTRODUCTION TO HANDBOOK

Rocketship Education Employer Statement

Rocketship Education (“Rocketship,” “RSED,” or the “School”) is a charter school network committed to closing the achievement gap by helping its students reach their full potential. Whether you have just joined our staff or have been at Rocketship for a while, we are confident that you will find our organization to be a dynamic and rewarding place in which to work, and we look forward to a productive and successful partnership. We consider the employees of Rocketship to be its most valuable resources. This handbook has been written to serve as the guide for the employer/employee relationship.

There are several things to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. Be aware that in many cases, policies/procedures relating to benefits, including eligibility for and amount of benefits, are governed by benefit plan documents, insurance contracts, and other legal documents. Those legal documents supersede any summary provided in this handbook and are controlling. For these reasons, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to the Human Resources Department.

Note that this handbook applies to every RSED location and supersedes any prior version of a handbook or manual and any prior inconsistent policies/procedures and description of benefits. To the extent employee’s work in a location where state or local law provides rights that exceed the provisions in this handbook, RSED complies with the applicable law.

Neither this handbook nor any other Rocketship document confers any contractual right, either expresses or implied, of continued employment, or continued terms and conditions of employment, for any employee; nor does it guarantee any fixed terms and conditions of employment. Your employment is not for any specific time and may be terminated at-will with or without cause and without prior notice by Rocketship, and you may resign for any reason at any time. The at-will nature of employment can only be altered by a written employment contract signed by Rocketship’s Chief Executive Officer specifically changing at-will status.

Finally, RSED’s procedures, practices, policies and benefits may be interpreted, modified, suspended or discontinued by RSED at any time. We will try to inform you of changes as they occur.

We look forward to working with you on the Rocketship team!

CONDITIONS OF EMPLOYMENT

Equal Employment Opportunity Is Our Policy

RSED is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunity to all qualified individuals without regard to:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault and stalking;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a School representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. RSED will then conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. RSED will

identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Employment At-Will

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered “at-will” employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have “cause” to terminate an employee or otherwise restrict the School’s right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School’s right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School’s policy regarding “at-will” employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Mandated Reporting

Any RSED employee who has knowledge of, or observes, a child whom he or she knows or reasonably suspects has been the victim of child abuse or neglect must report the known or suspected child abuse or neglect to the appropriate child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereafter as required by law concerning the abuse or neglect. See **Appendix C** for the mandated reporting policies applicable to each state in which RSED operates.

Employees are also encouraged to immediately report known or reasonably suspected abuse or neglect to the Principal so that the School may conduct an investigation as applicable and ensure any appropriate action is taken to protect the safety of the student.

RSED will provide annual training on the mandated reporting requirements as required by law.

By acknowledging receipt of this Handbook, employees acknowledge they are mandated reporters and are certifying that they have knowledge of and will comply with their state’s mandated reporting laws.

Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee, during his/her employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or conviction to the Human Resources Department.

Tuberculosis Testing

All employees of the School must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the employee is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant.

Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

The TB requirements above do not apply to Tennessee and Washington D.C. because it is not the local norm to TB test Tennessee and D.C. educators.

Immigration Compliance

RSED will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, RSED will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for

employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

Teaching Credentials

All Rocketship teachers and instructional School Leaders will either possess or be in the process of obtaining the appropriate teaching credentials, per RSED Charter Authorizer requirements. Failure to meet or uphold credentialing requirements can result in adverse employment action, up to and including termination, at the discretion of the Human Resources Department.

Professional Boundaries: Staff/Student Interaction Policy

RSED recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, picking up, grabbing, or physically restraining or redirecting a student as a means of control or punishment, to include any other form of rough handling;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;

3. Paddling, swatting slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a School administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse. If abuse is suspected, employees must immediately report the suspected abuse as mandated reporters pursuant to the RSED Child Abuse & Neglect Reporting Policy.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

- a. Giving gifts to an individual student that are of a personal and intimate nature.
- b. Kissing of any kind.
- c. Any type of unnecessary physical contact with a student in a private situation.
- d. Intentionally being alone with a student away from the school.
- e. Making or participating in sexually inappropriate comments.
- f. Sexual jokes.
- g. Seeking emotional involvement with a student for your benefit.
- h. Listening to or telling stories that are sexually oriented.
- i. Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- j. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- k. Communicating with students in an inappropriate manner, including but not limited to using an aggressive/threatening tone or profanity, mocking students, or engaging in any form of name-calling or use of inappropriate nicknames.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

- a. Giving students a ride to/from school or school activities.
- b. Being alone in a room with a student at school with the door closed.
- c. Allowing students in your home.

Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- a. Remarks about the physical attributes or development of anyone.
- b. Excessive attention toward a particular student.
- c. Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors

- a. Getting parents' written consent for any after-school activity.

- b. Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- c. Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- d. Keeping the door open when alone with a student.
- e. Keeping reasonable space between you and your students.
- f. Stopping and correcting students if they cross your own personal boundaries.
- g. Keeping parents informed when a significant issue develops about a student.
- h. Keeping after-class discussions with a student professional and brief.
- i. Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- j. Involving your supervisor if conflict arises with the student.
- k. Informing the Human Resources Department about situations that have the potential to become more severe.
- l. Making detailed notes about an incident that could evolve into a more serious situation later.
- m. Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- n. Asking another staff member to be present if you will be alone with any type of special needs student.
- o. Asking another staff member to be present when you must be alone with a student after regular school hours.
- p. Giving students praise and recognition without touching them.
- q. Pats on the back, high fives and handshakes are acceptable.
- r. Keeping your professional conduct a high priority.
- s. Asking yourself if your actions are worth your job and career.

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

RSED is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. RSED's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned); sex (including pregnancy, childbirth, breastfeeding, and related medical conditions); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the

characteristics noted above.

RSED does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Human Resources Department or designee.

When RSED receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the Chief Executive Officer) or the Human Resources Department or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. RSED is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

RSED is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention

training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Human Resources Department.

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
 - Rape, sexual battery, molestation or attempts to commit these assaults and
 - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
 - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
 - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional

materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;

- Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
- Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate RSED policy.

Application of Title IX

Sexual harassment is illegal and violates Title IX. As such, any employee who experiences sexual discrimination or harassment should bring the concern to the attention of the Title IX Coordinator:

Margaret Perrone

Employee Relations Manager

Rocketship Public Schools

350 Twin Dolphin Drive, Suite 109

Redwood City, California 94065

650-492-0865

mperrone@rsed.org

In addition, the Equal Employment Opportunity Commission (EEOC) is an additional resource for employment discrimination claims:

EEOC Headquarters

131 M. Street, N.E.

Washington, DC 20507

202-663-4900

info@eeoc.gov

Additional regional agency resources include:

<p>DC Office of Human Rights 441 4th Street NW, Suite 570 North, Washington, DC 20001 Phone: (202) 727-4559 Fax: (202) 727-9589 TTY: 711</p>	<p>Department of Fair Employment and Housing Headquarters 2218 Kausen Drive Suite 100 Elk Grove, CA 95758 Toll Free: (800) 884-1684 Phone: (916) 478-7251 TTY: (800) 700-2320 Fax: (916) 227-2859</p>	<p>Tennessee Human Rights Commission 312 Rosa Parks Ave, 23rd floor Nashville, TN 37243 (800) 251-3589 ask.thrc@tn.gov</p>	<p>Wisconsin Equal Rights Division Milwaukee Office 819 North Sixth St., Room 723 Milwaukee, WI 53203 Phone: (414) 227-4384 TDD: (414) 227-4081 Fax: (414) 227-4084</p>
---	--	---	---

Whistleblower Policy

RSED requires its directors, officers, employees, and volunteers to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. The purpose of this policy is to encourage and enable employees and volunteers of RSED to report any action or suspected action taken within RSED that is illegal, fraudulent, or in violation of any adopted RSED policy, to a source within RSED before turning to outside parties for resolution. This policy applies to any matter which is related to RSED’s business and operations and relates only to those acts of an individual undertaken on behalf of RSED and subject to the direction of RSED. This policy is intended to supplement but not replace RSED’s unlawful harassment and discrimination policies, complaint policies, and/or any other RSED employee policy or grievance procedure, or any applicable state and federal laws governing whistleblowing applicable to nonprofit organizations.

Violations; Reporting in Good Faith: All employees and volunteers of RSED are encouraged to report any action or suspected action taken within RSED that is illegal, fraudulent, or in violation of any adopted policy of RSED (each, a “Violation”). Anyone reporting a Violation must act in good faith, without malice to RSED or any individual inside RSED, and have reasonable grounds for

believing that the information shared in the report indicates that a Violation has occurred. The act of making allegations that prove to be unsubstantiated, and that prove to have been made maliciously, recklessly, or with the foreknowledge that the allegations are false, will be viewed as a serious disciplinary offense that may result in discipline, up to and including termination of employment or volunteer status.

No Retaliation: No employee or volunteer who in good faith reports a Violation or cooperates in the investigation of a Violation shall suffer harassment, retaliation, or adverse employment or volunteer consequences. Any individual within RSED who retaliates against another individual who in good faith has reported a Violation or has cooperated in the investigation of a Violation is subject to discipline, up to and including termination of employment or volunteer status. If an individual believes that someone who has made a report of a Violation or who has cooperated in the investigation of a Violation is suffering from harassment, retaliation or other adverse

employment or volunteer consequences, the individual should contact the RSED Compliance Officer. Any individual who reasonably believes he or she has been retaliated against in violation of this policy shall follow the same procedures as for filing a complaint outlined below.

Reporting Process: If an individual reasonably believes that a Violation has occurred, the individual is encouraged to follow the procedures set forth in Rocketship's complaint policies. Reported Violations will be investigated and handled in accordance with Rocketship's complaint policies.

Confidentiality: RSED encourages anyone reporting a Violation to identify him/herself when making a report in order to facilitate the investigation of the Violation. However, reports may be submitted on a confidential basis by the complainant or may be submitted anonymously by mailing the form to the Compliance Officer at: Rocketship Education, Attn: Compliance Officer, 350 Twin Dolphin Drive, Redwood City, CA 94065 or submitting an email complaint to compliance@rsed.org. Reports of Violations or suspected Violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation, to comply with all applicable laws, and to cooperate with law enforcement authorities. Furthermore, RSED will explore anonymous allegations to the extent possible, but will weigh the prudence of continuing such investigations against the likelihood of confirming the alleged facts or circumstances from attributable sources.

Accounting and Auditing Matters: The Business Committee is responsible for addressing reported complaints of Violations relating to corporate accounting practices, internal controls or auditing. The Compliance Officer and any RSED employee in the receipt of such a complaint may elect to report the complaint to the Business Committee.

Confidential Information

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

Conflicts of Interest

All employees and members of the RSED Board must avoid situations involving actual or potential conflicts of interest.

The term "actual or potential conflict of interest" describes any circumstance that would or would appear to cast doubt on an employee's ability to act with total objectivity with regard to Rocketship's best interests. All employees and Board members are expected to avoid any action or involvement which would, or would appear to, in any way compromise their actions on behalf of RSED. Activities that constitute an actual or potential conflict of interest include, but are not limited to, the following:

- For an employee or Board member to conduct business on behalf of RSED with his/her family member, paramour, co-resident, or a business organization in which such person has a significant association or interest, which could give rise to an actual or potential conflict of interest. (See also RSED Relationships and Nepotism Policy).
- To serve in an advisory, consultative, technical, or managerial capacity for any entity that is not affiliated with RSED which does significant work with or performs similar functions as RSED.
- Using proprietary or confidential RSED information for personal gain or to RSED's detriment.
- Using RSED property or labor for personal use.
- Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to RSED.
- Committing RSED to give its financial or other support to any outside activity or organization.

An employee involved in any relationships or situations which would, or would appear to, constitute a conflict of interest should immediately and fully disclose the relevant circumstances to his/her supervisor and/or the Vice President of Human Resources for a determination about whether a potential or actual conflict exists.

The supervisor or Vice President of Human Resources will summarize the employee-reported conflict that may constitute a conflict of interest and will immediately and fully disclose the relevant circumstances to the RSED General Counsel and/or the RSED Chief Executive Officer.

If an actual or potential conflict is determined, Rocketship may take whatever corrective action appears appropriate according to the circumstances. Failure to adhere to this guideline, including failure to disclose any conflicts or to seek an exception, may result in discipline, up to and including termination.

Smoking

All RSED facilities are no smoking facilities.

THE WORKPLACE

Employment Status Classifications

To determine eligibility for various benefits, Rocketship employees are classified as regular full-time, regular part-time, or temporary.

Regular full-time employees are those hired on a full-time basis for an indefinite or unspecified duration that are regularly scheduled to work at least thirty (30) hours per week. Regular full-time employees are eligible for all RSED-sponsored employee benefits, subject to individual plan requirements for eligibility.

Regular part-time employees are those hired on a part-time basis for an indefinite or unspecified duration that are regularly scheduled to work less than thirty (30) hours per week. Regular part-time employees are not eligible to participate in RSED-sponsored benefits, other than those required by applicable law.

Temporary employees are those hired for either a special project, on an as-needed basis, for seasonal work, or any other kind of work with the understanding that such work will be completed within a specified period of time, usually not to exceed three (3) months. Temporary employees are generally not eligible for RSED-sponsored benefits, other than those required by applicable law. Temporary employees do not become regular employees as a result of the passage of time or by working in excess of the period originally expected or designated. An employee can change from temporary to regular status only if advised of such a change in writing by the Human Resources Department.

Staffing agency workers are those who are employed by a staffing agency but perform work for RSED. Staffing agency workers are not eligible for any RSED employee benefits, although the staffing agency may provide such individuals with benefits. The term “staffing agency” refers to any third party company that a) employs a worker who works at the direction of RSED, and b) is responsible for paying the worker’s wages.

Independent Contractors are not employees of RSED.

Employees hired at Rocketship will be classified as exempt or nonexempt, per the definitions provided by applicable law. Exempt employees are ineligible for overtime pay in accordance with applicable law. Nonexempt employees are those entitled to overtime pay in accordance with applicable law. Employees will be notified of classification as exempt or nonexempt at their time of hire, at the time their job duties and position changes, or otherwise as appropriate.

Work Schedule

Business hours are normally 8:00 a.m. – 5:00 p.m., Monday through Friday. The regular workday schedule for nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

Flex Time

The purpose of this policy is to give employees, under certain circumstances, the opportunity to have flexibility in scheduling their work hours on a regular and ongoing basis. Full-time, nonexempt Rocketship employees may, with the agreement of their manager, be considered for flextime scheduling. Flextime scheduling may be denied or revised, however, at the discretion of an employee’s manager or the Vice President of Human Resources if considered or found to be detrimental to the employee’s work quality or RSED’s needs.

Meal and Rest Periods

Nonexempt employees working at least five (5) hours are provided with a thirty (30) minute meal period, to be taken approximately in the middle of the workday but by no later than the end of the 5th hour of work. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and RSED mutually consent to the waiver in writing.

Nonexempt employees are also provided with a ten (10) minute rest period for every four (4) hours worked which should be scheduled towards the middle of the four (4) hour work period as practicable. Employees are prohibited from combining meal and rest period time.

Employees are entitled, encouraged, and expected to take all meal periods provided under this policy. During meal periods, RSED will relieve employees of all duty and will not exercise control over employees' activities. Employees are free to spend their meal and rest period time as they choose and are free to leave the worksite. No supervisor or manager may impede or discourage employees from taking meal or rest periods provided under this policy.

An employee's supervisor must be aware of and approve scheduled meal and rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods. Employees are required to document the start/end time of their meal periods, as well as certify they have taken their rest periods, on their time records each payroll period. Any employee who believes that he or she was not provided meal and rest periods that comply with this policy must immediately inform the Human Resources Department or another member of management.

Lactation Accommodation

RSED accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

RSED will make reasonable efforts to provide employees who need a lactation accommodation with the use of a private room that is located close to the employee's work area. Such room/location shall not be a bathroom and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor to request accommodations. In California, employees with concerns about any failure on the part of RSED to provide lactation accommodation may contact the Labor Commissioner.

Attendance and Tardiness

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affect the School's ability to implement its educational program and disrupts consistency in students' learning.

If it is necessary to be absent or late, employees are expected to telephone their supervisor as soon as possible but no later than one-half (1/2) hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep their supervisor sufficiently informed of the situation.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including termination. Absence for three (3) consecutive days without notifying RSED will be considered a voluntary resignation from employment.

Timecards/Records

By law, RSED is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall be required to utilize the School's timecard system.

Nonexempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. The timecard indicates when the employee arrived and when the employee departed. All nonexempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. All employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

Nonexempt employees are solely responsible for ensuring accurate information on their timecards and remembering to record time worked. If an employee forgets to mark their timecard or makes an error on the timecard, the employee must contact their supervisor to make the correction and such correction must be initialed by both the employee and their supervisor.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's worksheet. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

Rocketship Official Media

All public-facing accounts that represent Rocketship are managed and maintained by the RSED Marketing & Communications Department. Input and contributions from all Rocketship employees are encouraged.

Rocketship employees should not set up websites, blogs, or social media pages or identities that appear to officially represent Rocketship as an organization or any of its schools. Note that school campuses are only allowed to create and maintain school social media sites in accordance with Rocketship's School Social Media Policy.

When students enroll in Rocketship, their parents/guardian submits a signed media release that indicates whether or not they permit Rocketship to use photos of their children in official public materials. To help the Rocketship Marketing & Communications ensure that photographs used by Rocketship depict only students with signed, affirmative media releases, employees are asked to identify the students in photos they submit to the Marketing & Communications team for publication.

Asset Replacement

Rocketship is not responsible and cannot be held liable for any property that is lost or stolen on school grounds. This policy applies to staff, students, families, and other visitors on campus or in School offices.

Responsibility for School Equipment

RSED may issue employees certain equipment to assist in the performance of their job duties. Employees must keep this equipment accounted for, in working order/repair, and take all reasonable precautions to prevent loss or damage to such School equipment. Employees will be held financially responsible for the replacement cost of any item that is lost or damaged as a result of their gross negligence, willful misconduct, or dishonesty, or simply not returned. Failure to comply with this policy may also result in disciplinary action, up to and including termination from employment.

Solicitation and Distribution

Employees may engage in solicitation on RSED premises only during their non-working time. Non-working time means time during meals or breaks and before or after work.

Employees may distribute or circulate non-RSED written materials only during non-working time and only in non-work areas. If an employee is not certain whether an area is a work or non-work area, he or she should consult his or her immediate supervisor for clarification.

Solicitation or distribution in any way connected with the sale of any goods or services for profit is strictly prohibited anywhere on RSED property at any time.

Solicitation and distribution by non-employees are prohibited on RSED property at any time.

Any requests from outside persons or organizations to sell merchandise, solicit contributions, distribute literature, arrange displays or use RSED facilities should be referred to the Human Resources Department.

Electronic Services and Use

Section One. Purpose

- A. To better serve families and students and provide employees with the best tools to do their jobs, Rocketship provides to employees access to one or more forms of electronic media and services; including, without limitation, computers, email, internal electronic bulletin boards, and wireless broadband services for the Internet and/or an Intranet, related hardware and software, and all of the system's contents (the "Products").
- B. Rocketship encourages the use of the Products because they can make communication more efficient and effective and because they are valuable sources of information about funders, vendors, technology, and education services. However, all Employees should remember that products provided by RSED are RSED property and their purpose is to facilitate and support RSED business. All Products are subject to access and review by RSED at its discretion, and employees should have no expectation of privacy concerning their use of the Products. All employees have the responsibility to use the Products in a professional, ethical, and lawful manner.
- C. To ensure that all employees act responsibly, this Electronic Services and Equipment Use Policy (the "Policy") has been established to regulate use of the Products. The Policy is not intended to cover every possible situation. Instead, it is designed to express RSED's philosophy and set forth general principles when using the Products.

Section Two. Prohibited Communications

The Products must never be used for knowingly transmitting, retrieving, or storing any communication that is:

- Discriminatory or harassing
- Obscene, sexually explicit, or pornographic
- Defamatory or threatening
- In violation of any license governing the use of software
- Illegal or contrary to RSED's mission/policies

Section Three. Personal Use

The Products are primarily for business use to assist employees in the performance of their jobs. Limited and occasional, or incidental use of the Products for personal/nonbusiness purposes is understandable and acceptable, but all such use must be done in a manner that does not negatively affect the Products' use for their business purposes. However, employees are expected to demonstrate a sense of responsibility and not abuse this privilege.

Section Four. Access to Employee Communications

- A. The following conditions should be noted:
 - i. RSED may, at its sole discretion, monitor Employee communications directly for any lawful purpose, and will routinely do so for the following purposes
 - a. Optimum technical management of RSED's information resources
 - b. Detecting patterns of use that indicate employees are violating RSED policies or engaging in illegal activities.
- B. Employees should not assume electronic communications are private. Accordingly, if they have sensitive personal information to transmit, they are advised to use other means.
- C. RSED reserves the right to inspect any and all files, data, or information stored on the Rocketship network, electronic systems or on individual RSED-owned computers or other electronic storage media in order to ensure compliance with RSED policies and applicable law, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.
- D. Further, subject to applicable legal requirements, RSED has the right to inspect and provide any such files, data, or information to third parties and/or federal, state or local authorities for purposes of complying with any federal, state or local laws, and for purposes of responding to subpoenas and/or if legally required to do so by judicial or governmental order or in a judicial or governmental proceeding.
- E. No employee may access another employee's computer, computer files, or electronic mail messages without prior authorization from the employee, the Chief Business Officer or legal counsel.
- F. Employees should not use personal devices or email accounts for Rocketship-related communications. Such communications should only take place using Rocketship-issued devices and via the employee's RSED email account.

Section Five. Software

- A. To prevent computer viruses from being downloaded or transmitted to another user, unauthorized downloading of any unauthorized software to a computer provided by RSED is strictly prohibited. Only software registered by and/or approved through RSED may be downloaded, which can be retrieved through IT@rsed.org.
- B. Employees should contact the system administrator if they have any questions. Requests for assistance or questions should be sent to: IT@rsed.org.
- C. Software not included with a RSED-provided computer and/or listed above in Section 5(A) may be installed or downloaded, but any such installation/downloading should be

completed at the time of set up with the assistance of RSED's system administrator. Software downloaded after initial set up that is not listed in Section 5(A) above may be completed only with consent of the system administrator.

Section Six. Security/Appropriate Use

- A. Employees must respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit authorization has been granted by RSED management, employees are prohibited from engaging in, or attempting to engage in:
 - a. Monitoring or intercepting the files or electronic communications of other employees or third parties;
 - b. Hacking or obtaining access to systems or accounts they are not authorized to use;
 - c. Use of other people's log-ins or passwords; or
 - d. Breaching, testing, or monitoring computer or network security measures.
- B. No email or other electronic communications can be sent that attempt to hide the identity of the sender or represent the sender as someone else.
- C. Electronic media and services are not to be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system (e.g., downloading large video files).

Personal Business

RSED's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Employees may not use School material, time or equipment for personal projects.

Staff Children at Work

To minimize workplace distraction and health/safety risks, staff members who have children who are not Rocketship students are generally prohibited from bringing their children to school campuses or other Rocketship facilities during the work day. However, Rocketship understands that there may be rare circumstances in which a staff member needs to bring his/her child(ren) to work.

Staff members may only bring a non-Rocketship child to work if the following conditions are met:

- The child accompanies the staff member on a very short-term basis (i.e. one or two days), not on a regular or ongoing schedule (i.e. every Tuesday, or for a two-week period).

- The child is not afflicted with a contagious illness or condition (i.e. child staying home from their own school with the flu or head lice).
- The child is school-aged.
- The staff member is able to fully perform all of his/her job duties.
- The staff member notifies the manager.
- The child is not causing distraction to Rocketship students or staff members.
- The staff member signs the Waiver for On-Site Employee Children, a written waiver of liability for any harm caused by or to the child while on the Rocketship premises during the workday.

If a staff member is not able to meet all of the above conditions, the Principal may, on a case-by-case basis, make an exception for that staff member's child to be at work, depending on the specific circumstances. The Principal must first obtain approval from his/her manager prior to making an exception to any of the above conditions.

Note that in certain cases, older children may be able to be on campus as a Rocketship volunteer. In those cases, the child must follow the requirements and procedures for becoming a Minor Volunteer as set forth in Rocketship's Volunteer Clearance Policy.

Nepotism and Staff Relationships

There may be occasions when members of the same family or individuals in a romantic/sexual or platonic living relationship are concurrently employed by Rocketship. Rocketship does not discriminate in its employment and personnel actions with respect to its employees or applicants on the basis of marital or familial status. Notwithstanding, Rocketship has the right to refuse to hire or retain a person in a position in the same department, division or facility so as to avoid any potential conflict of interest. The Rocketship Human Resources Department shall have the authority and responsibility for determining if such a potential conflict exists.

RSED will not hire or retain individuals in familial, romantic/sexual, or platonic living relationships:

1. Where one would have the authority or practical power to supervise, appoint, remove, or discipline, or determine the compensation of the other.
2. Where one would be responsible for reviewing/evaluating the work of the other.
3. Where other circumstances exist which would place the individuals in a situation of actual or reasonably foreseeable conflict between the employer's interest and their own or that would pose difficulties for supervision, security, safety, or morale.

Applicants who are denied employment to a particular position for one of the foregoing reasons may be considered for other vacant positions for which they may be qualified.

For purposes of these provisions, "supervisory employee" or "supervisor" means any employee, regardless of job description or title, having authority in the interest of the employer to hire, transfer, suspend, promote, discharge, assign, reward or discipline other employees using independent judgment.

Familial Relationships

Individuals who are related in the following manner are considered to have a familial relationship for the purposes of this policy: spouse, domestic partner, child or stepchild, parent or stepparent, grandparent or grandchild, brother or sister, uncle or aunt, nephew or niece, or in-laws including father, mother, daughter, son, brother or sister.

An applicant for a position with Rocketship must disclose this relationship to the Human Resources Department and the position's Hiring Manager upon submitting an application. If two (2) or more employees have (or develop) a familial relationship as described above, it is the responsibility of the employees to promptly disclose this relationship to the Human Resources Department.

Romantic and/or Sexual Relationships

This section of the policy addresses consensual romantic and/or sexual relationships between employees, or involving employees and current parents.

Employees in romantic and/or sexual relationships are not permitted to be in the chain of supervision of one another. If such a relationship arises between a supervisor and an employee, the supervisor AND employee are required to disclose the relationship to the Human Resources Department so that a change in the responsibilities of the individuals involved or transfer of location within Rocketship can occur. Under no circumstance may the supervisor participate in activities or decisions that may reward or disadvantage the employee or employees with whom he/she is involved, including decisions related to hiring, performance appraisals, promotions, compensation, work assignments or discipline. Similarly, and to ensure Rocketship is able to effectively manage all employee interactions in the workplace, employees who enter into romantic and/or sexual relationships with co-workers who are not their supervisor are also required to disclose the relationship to the Human Resources Department. Employees may be required to execute a Consensual and Voluntary Relationship Agreement as applicable.

Relationships between employees and parents of current students are potentially exploitative and should be avoided. They raise serious concerns about the validity of the consent, conflicts of interest, and unfair treatment or favoritism towards students. Employees must disclose any romantic and/or sexual relationships with parents of current students in order to prevent any disruption to the educational environment potentially caused by the relationship.

Platonic Living Relationships

Where possible, employees in the chain of supervision of one another should not cohabitate. We recognize, however, that co-workers often engage in platonic living arrangements and that promotions into supervisory positions may occur with individuals in this arrangement.

If such a situation arises, it is the responsibility of all involved employees to disclose this situation to the Human Resources Department and the supervisory employee's management.

Rocketship will work closely with the supervisor and supervisory employee's management to determine the appropriate action in this case. Under no circumstances may the supervisor participate in activities or decisions that may reward or disadvantage the employee or employees with whom he/she lives, including decisions related to hiring, performance appraisals, promotions, compensation, work assignments or discipline.

If have any questions regarding this policy, please contact the Human Resources Department immediately.

Failure to comply with this policy, including its disclosure obligations, will result in discipline, including immediate termination.

Social Media

Rocketship respects the rights of its employees to use social media and personal blogging sites. Rocketship also acknowledges the value of social media as a powerful tool to communicate about the organization and to advocate for the School's mission. With that in mind, Rocketship has adopted this social media policy to clarify the expectations and regulations employees should be aware of when using social media.

Employee Behavior

Rocketship employees should exercise discretion when using social media sites. Employee activity on a social media site may be considered when evaluating the character and competency of the employee.

Expectations and regulations around employee behavior – including those covered in the RSED Employee Code of Conduct, RSED Discrimination/Harassment/Retaliation, and RSED Staff/Student Interaction policies – apply also to online behavior. In addition, employees should be mindful that their activities online can reflect negatively on the organization as a whole.

Specifically, RSED employees should all be aware of the following guidelines when using social media:

- Rocketship strongly encourages all employees to carefully review the privacy settings on their personal social media and networking sites. What is private in the digital world is often easily searchable and shareable, and has a real possibility of becoming public even without one's knowledge or consent.
- When posting about Rocketship on personal social media sites, employees should make clear that they are not representing Rocketship. To do so, we request that employees include the phrase "views are my own" on their social media websites or blogs.
- Do not "friend," "follow," or otherwise create a digital relationship with a student. If a Rocketship elementary school student is using a website such as Facebook, he or she is most likely breaking the terms of service for that website, which generally prohibit use by minors under the age of 13.

- Do not post pictures/video of or identifiable information about a Rocketship student on a personal social media site unless (1) the student is related to you, or (2) you get explicit written permission from the child’s parent/guardian to post this content. (Note: the RSED Media Release form does not cover posting images of students on personal social media accounts; separate written permission must be obtained for such usage.)
- Do not share disciplinary, academic, health-related, or any other confidential information about a student or other child on a social media website. (See also: RSED Pupil Records Notice, RSED Discipline Policy).

Staff Dress Code

Rocketship believes that employees serve as role models. They should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Rocketship encourages employees, during school hours, to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. The dress at Rocketship is typically business attire and/or business casual. Accordingly, all staff shall adhere to the following standards of dress:

1. Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women’s dresses or skirts that are no higher than three (3) inches above the knee. Rocketship staff generally may not wear the following: flip-flops, gym shoes, denim, jogging suits, or ill-fitting clothing.
2. Head coverings, including hats of any kind, except those worn for cultural, religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. Requests for an exception to this policy require prior approval and must be granted by the Human Resources Department.
3. Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Jeans are generally not permitted, except on designated casual dress days, customarily on Fridays. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
4. Skirts and dresses should be no higher than three (3) inches above the knee.
5. All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage. For example, spaghetti straps and revealed midriffs are not appropriate for the work environment.
6. Clothing or jewelry with logos that depict and/or promote gangs, alcohol, tobacco, sex, violence, drugs, illegal activities, profanity, or obscenity are not permitted.
7. Appropriate shoes must be worn at all times.

School Cancellation, Late Start, and Early Dismissal

Rocketship's School Cancellation, Late Start, and Early Dismissal Policy covers procedures for closing school due to weather conditions and other hazardous conditions; the procedure for notifying families of school closure; work requirements and compensation implications for salaried and hourly staff members during school closures; and implications of school closure on the instructional calendar in each region. The portion of the policy addressing work requirements and compensation implications is excerpted below:

If school is closed for an entire day due to severe weather in the area, neither students nor staff will be expected to come to school unless otherwise notified by the Principal due to a critical need at the site. This includes all teachers, School Leaders, and support staff. Salaried staff members will be expected to work remotely during severe weather closures and will be compensated as usual. Hourly staff members who were already scheduled to work during a severe weather closure will be compensated as usual for their scheduled hours. When practical, an hourly staff member's manager may assign him/her work to complete remotely. All staff members should check with their managers for details on where and how to complete their work during severe weather closures.

If school is closed for a reason other than severe weather (i.e. water damage at the school site), students will not be expected to come to school but staff may be asked to report to work, or to work remotely or at an alternative site. All school staff members should check with their manager for details on where and how to complete their work during non-severe weather closure. Salaried staff members will be compensated as usual, and hourly staff members will be compensated for their scheduled hours.

If school remains open but an employee is unable to safely report to school due to extreme circumstances, the employee's manager has the discretion to approve that the employee works remotely or from another location and get compensated as planned.

SAFETY

Health and Safety

RSED is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Human Resources Department any potential health or safety hazards, and all injuries or accidents.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Security Protocols

RSED has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Principal immediately. Employee desk or office should be secured at the end of the day. When an employee is called away from his or her work area for an extended length of time, valuable or personal articles should not be left around a workstation that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Principal when keys are missing or if security access codes or passes have been breached.

Identification Badge Requirements

All RSED Network Support employees must wear their Rocketship identification badge when visiting School campuses within the organization.

If an identification badge is lost or stolen, employees must obtain a replacement immediately. Lost or stolen cards must be reported to the Human Resources Department immediately. Failure to wear an identification badge or excessive loss or damage to identification badges can lead to disciplinary action.

Upon termination, employees will be required to return identification badges to the Human Resources Department.

Campus Access Restrictions

Employees who have been involuntarily terminated are prohibited from accessing any area of any RSED campus. Any former employee who is also a parent of a current RSED student shall have their access limited consistent with access afforded to other parents and visitors. Violations

of this policy, including causing disruption on any RSED campus, shall be reported to law enforcement as applicable.

Occupational Safety

RSED is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management. In compliance with California law, and to promote the concept of a safe workplace, RSED maintains an Injury and Illness Prevention Program.

The prevention of accidents is the responsibility of every School supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. RSED's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

If an accident or injury should occur on the job, employees must notify their manager or the Human Resources Department promptly, no matter how minor the incident may seem. Any manager who receives such notice shall immediately notify the Human Resources Department. Such notification will enable RSED to obtain the necessary emergency medical attention for the injured employee and also assist RSED to begin processing paperwork necessary to comply with workers' compensation laws and preserve any right an employee may have to workers' compensation benefits. Also, if any RSED property (e.g., equipment) are involved in the incident, employees must include them in their report and hold them for inspection.

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling management. In addition, all employees should know the local emergency numbers such as 911.

Substance Abuse

Rocketship is committed to promoting safety and employee health in the workplace and to creating a work environment that is conducive to attaining high work standards. The use of drugs

and alcohol by employees can adversely affect the workplace health, safety, and productivity and can damage public confidence and trust in the School.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, RSED has established this policy concerning the use of alcohol and drugs. As a condition of continued employment with RSED, each employee must abide by this policy.

Definitions

For purposes of this policy:

- 1) “Illegal drugs or other controlled substances” mean any drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold or distributed unlawfully.
- 2) “Legal drug” means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.
- 3) “Abuse of any legal drug” means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.
- 4) “Possession” means that an employee has the substance on his or her person or otherwise under his or her control.
- 5) “Reasonable suspicion” includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech or breathe odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

Prohibited Conduct

The prohibitions of this section apply whenever the interests of RSED may be adversely affected, including any time an employee is:

- 1) On RSED premises, except in accordance with RSED’s Alcohol on Campus Policy
- 2) Conducting or performing RSED business, regardless of location
- 3) Operating or responsible for the operation, custody, or care of RSED equipment or other property
- 4) Responsible for the safety of others in connection with, or while performing, RSED-related business.

Alcohol: The following acts are prohibited and will subject an employee to discipline, up to and including immediate discharge:

- 1) The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol

- 2) Being under the influence of alcohol.

Illegal Drugs: The following acts are prohibited and will subject an employee to discipline, up to and including immediate discharge:

- 1) The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance, including marijuana
- 2) Being under the influence of any illegal drug or other controlled substance, including marijuana.

Prescription Drugs: This policy prohibits:

- 1) The abuse of any legal drug
- 2) The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law
- 3) Working while impaired by the use of a legal drug whenever such impairment might endanger the safety of the employee or some other person, pose a risk of significant damage to RSED property or equipment; or substantially interfere with the employee's job performance or the efficient operation of the RSED's business or equipment.

Nothing in this policy is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this policy.

Drug Free Awareness Program

RSED has established a Drug-Free Awareness Program that is designed to inform employees about the dangers of drug abuse in the workplace and to help ensure that employees are familiar with this policy and with the disciplinary actions that can result from a violation of this policy. From time to time, employees will be requested to attend one of the sessions of the Drug-Free Awareness Program. During each such session, employees will be given current information about available programs offering counseling and rehabilitation.

Managers and supervisors should be attentive to the performance and conduct of those who work with them and should not permit an employee to work in an impaired condition or to otherwise engage in conduct that violates this policy. When management has reasonable suspicion to believe that an employee or employees are working in violation of this policy, prompt action will be taken.

Drug Testing

- 1) Reasonable Suspicion Testing: If RSED has reasonable suspicion that the employee is working in an impaired condition or otherwise engaging in conduct that violates this policy, the employee will be asked about any observed behavior and offered an opportunity to give a reasonable explanation. If the employee is unable to credibly or

adequately explain the behavior, he or she will be asked to take a drug test in accordance with the procedures outlined below. If the employee refuses to cooperate with the administration of the drug test, the refusal will be handled in the same manner as a positive test result.

- 2) **Procedures for Drug Testing:** RSED will refer the applicant or employee to an independent, National Institute on Drug Abuse (NIDA)-certified medical clinic or laboratory, which will administer the test. RSED will pay the cost of the test and reasonable transportation costs to the testing facility. The employee will have the opportunity to alert the clinic or laboratory personnel to any prescription or non-prescription drugs that he or she has taken that may affect the outcome of the test. All drug testing will be performed by urinalysis. The clinic or laboratory will inform RSED as to whether the applicant passed or failed the drug test. If an employee fails the test, he or she will be considered to be in violation of this policy and will be subject to discipline accordingly.
- 3) **Acknowledgment and Consent:** Any employee subject to testing under this policy will be asked to sign a form acknowledging the procedures governing testing, and consenting to (1) the collection of a urine sample for the purpose of determining the presence of alcohol or drugs, and (2) the release to RSED of medical information regarding the test results. Refusal to sign the agreement and consent form, or to submit to the drug test, will result in the revocation of an applicant's job offer, or will subject an employee to discipline up to and including termination.
- 4) **Confidentiality:** All drug testing-records will be treated as confidential.

Alcohol on Campus

Rocketship strictly prohibits alcohol on school campuses at all times during the instructional school year. This includes times when students are not on campus (i.e. evenings, weekends, or holidays). Alcohol is not to be stored in staff rooms on campus at any time.

However, Rocketship recognizes that schools may encounter rare situations in which it would be appropriate to consume limited amounts of alcohol on campus as part of a social event (i.e. meet-and-greet with community partners).

Alcohol may be permitted on campus in very limited circumstances outside of the instructional school year (i.e. during summer break or before a new campus opens to students), provided that the following circumstances are met:

- Both the Principal and the Human Resources Department provide advance written approval of the event and the list of attendees.
- All alcohol is removed from the campus following the event.
- All staff members act responsibly and professionally and abide by all applicable school and network conduct policies and rules.

Alcohol is not permitted during holiday breaks that fall within the instructional school year, including winter and spring breaks.

If an employee wishes to give another employee alcohol as a gift (i.e. before the holidays or a birthday) during the instructional school year, the exchange must take place off-campus.

Additionally, all Rocketship employees must abide by Rocketship's Substance Abuse Policy.

The Human Resources Department must be promptly notified of any violations of this policy. Rocketship reserves the right to prohibit any School campus from consuming alcohol under any circumstances if the campus is found to have violated this policy or otherwise engaged in conduct that would be deemed inappropriate by a reasonable person in light of the circumstances.

Smoke Free Environment

Rocketship's offices and schools are smoke-free environments. Smoking is not allowed anywhere on a school campus. It is the responsibility of each staff member to adhere to this rule, and to inform all guests of the School's non-smoking policy.

OSHA Compliance

Rocketship operates in compliance with all laws and regulations promulgated by the federal Occupational Safety and Health Administration (OSHA), as well as those enacted by any pertinent state OSHA. (See also: RSED Blood borne Pathogens Policy).

First Aid and CPR Certification

Rocketship recognizes the importance of taking appropriate preventive or remedial measures to minimize accidents or illness at school or during school-sponsored activities. To this end, Rocketship has taken the following steps to support student safety.

First Aid Kits

Every classroom shall have a First Aid Kit containing appropriate supplies. First aid will be administered whenever necessary by trained staff members. When necessary, the appropriate emergency personnel will be called to assist.

CPR

All Principals are to be certified in adult and pediatric CPR and First Aid and recertified prior to expiration of certificates. These records will be kept at the school site.

Opportunities for adult and pediatric CPR and First Aid training will be offered to all teachers and teachers will be strongly encouraged to become certified in adult and pediatric CPR and First

Aid and be recertified prior to expiration of certificates. School sites may also offer training to all support staff and volunteers.

In Milwaukee, all school staff will be required to be certified in adult and pediatric CPR and First Aid and to be recertified prior to expiration of certificates, in accordance with the School's charter.

Weapons and Firearms

Rocketship prohibits any weapons, imitation firearms or dangerous objects of any kind in school buildings, on school grounds or buses, or at off campus school-related or school sponsored activities. Any weapon located by the Principal or his/her designee will be immediately reported and turned over to the appropriate authorities.

Investigations/Searches

Rocketship reserves the right to conduct investigations, including searches for any lawful purpose, such as monitoring, compliance with rules concerning the safety of employees, security of RSED and individual property, drugs and alcohol, and possession of other prohibited items. Investigations may include interviews of individuals and searches, which need not be based on reasonable suspicion. RSED also reserves the right to conduct a routine inspection or search at any time without notice for RSED property on RSED premises. "RSED premises" includes all premises and locations owned or leased by RSED or under the control of RSED, including parking lots, lockers, and storage areas. Routine searches or inspections for RSED property may include an employee's office, desk, file cabinet, closet, computer files, voice mail, electronic mail, or similar places where employees may store RSED property or RSED -related information, whether or not the places are locked or protected by access codes and/or passwords. Because even a routine search for RSED property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to RSED. Employees are required to cooperate with such investigations.

Any employee's consent to an interview and/or search is required as a condition of continued employment, and refusal to consent will result in discipline, up to and including termination.

All employees of RSED are subject to this policy. If any employee refuses to submit to a search request from RSED, their supervisor, superintendent, or a designee has the authority to contact law enforcement.

Violence in the Workplace

RSED is committed to providing a safe, violence-free workplace. In this regard, RSED strictly prohibits employees, consultants, students, visitors, or anyone else on RSED premises or engaging in a RSED-related activity from behaving in a violent or threatening manner. Moreover, RSED seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior. RSED believes that

prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures within the Human Resources Department for responding to any situation that presents the possibility of violence.

Workplace Violence Defined

Workplace violence includes, but is not limited to, the following:

1. Threats of any kind
2. Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others
3. Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of RSED property, or a demonstrated pattern of refusal to follow RSED policies and procedures
4. Defacing RSED property or causing physical damage to the facilities
5. With the exception of security personnel, bringing weapons or firearms of any kind on RSED premises, in RSED parking lots, or while conducting RSED business.

Reporting

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, consultant, student, visitor, or anyone else, he or she should notify the Human Resources Department immediately.

Further, employees should notify the Human Resources Department if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

Investigation

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, RSED will inform the reporting individual of the results of the investigation. To the extent possible, RSED will maintain the confidentiality of the reporting employee and of the investigation. RSED may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. RSED will not tolerate retaliation against any employee who reports workplace violence.

Corrective Action and Discipline

If RSED determines that workplace violence has occurred, RSED will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, re-assignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, RSED will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Notification of Criminal Convictions

Employees must notify Rocketship of any conviction under a criminal drug statute for a violation occurring in the workplace or during any Rocketship-related activity or event. Employees must notify Rocketship within five days after any such conviction. When required by federal law, Rocketship will notify any federal agency with which it has a contract of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace. Disciplinary Action Violation of this policy may result in disciplinary action up to and including immediate termination. In the event an employee found in violation of this policy is not terminated, any employee testing positive shall be considered ineligible to work with children until they have successfully completed a drug and/or alcohol treatment program and such facility has provided evidence that the employee has completed all requirements related to the program and return to duty testing. An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any Rocketship-related activity or event will be deemed to have violated this policy.

EMPLOYEE WAGES AND HEALTH BENEFITS

Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Human Resources Department to explain them.

Employees may change the number of withholding allowances claimed for Federal Income Tax purposes at any time by filling out a new W-4 form and submitting it to the Human Resources Department. The office maintains a supply of these forms.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee’s W-4 form. The W-4 form should be completed upon hire and it is the employee’s responsibility to report any changes in filing status to the Human Resources Department and to fill out a new W-4 form.

At the end of the calendar year, a “withholding statement” (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case-by-case basis and will be indicated in the employee’s job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. RSED will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by a supervisor. RSED provides compensation for all overtime hours worked by nonexempt employees in accordance with applicable law as follows:

State	Policy
California	<p>Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek must be compensated as overtime at not less than both of the following:</p> <ul style="list-style-type: none"> • One and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day of work in a workweek provided the employee has worked on all of the preceding six (6) days in the same workweek. • Double the employee’s regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek. • Employment beyond forty (40) hours in any workweek will be compensated at not less than one and one-half (1½) times the employee’s regular rate of pay.
Tennessee, Wisconsin and Washington, DC	<ul style="list-style-type: none"> • Employment beyond forty (40) hours in any workweek must be compensated at not less than one and one-half (1½) times the employee’s regular rate of pay.

For purposes of calculating overtime for nonexempt employees, the workweek is defined as starting at 12:00 a.m. on Sunday and ends at 11:59 p.m. the following Saturday. The workday is defined as the twenty-four (24) hour consecutive period beginning at 12:00 a.m. each day and ending twenty-four (24) hours later at 11:59 p.m.

Only those hours that are actually worked are added together to determine an employee’s overtime pay. Compensated holidays, PTO, and sick leave for example, are not hours worked and, therefore, are not counted in making overtime calculations.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

Paydays

Employees will be paid on the 15th and last day of each month (in Nashville, RSED Employees will be paid bi-weekly). Employees may elect to have their paychecks deposited directly into their own bank account, or sent to them by mail Employees may view their paychecks online via Automatic Data Processing (ADP).

The employee is responsible for ensuring that the Human Resources Department has his/her most up-to- date address on file. Rocketship Education does not provide paycheck advances to employees.

Expense Reimbursement

All employees are eligible for expense reimbursement, provided that the expenses are consistent with this policy, documented with receipts, approved by his/her manager and represent a reasonable and appropriate use of Rocketship funds.

Expenses must also be in compliance with IRS, state, and/or granting/funder agency regulations.

This policy applies ONLY to employees and may differ from those expenses that consultants may charge Rocketship. In the case of consultants, expense reimbursement will be dictated by the consulting agreement. Expense reimbursement for job candidates is governed by the Interview Day Expense Reimbursement Guidelines policy.

Please refer to the full Employee Travel and Expense Reimbursement policy guidelines related to specific expenses. This list is not all-inclusive and is provided for guidance only. If employees have any questions about specific expenses, please contact the RSED Finance Department. For information on personal cell phone reimbursement, please consult the RSED Cell Phone Reimbursement Policy.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

Medical Benefits

This policy applies to all Rocketship schools. This policy was written in compliance with relevant state and authorizer requirements in those regions.

Benefits enrollment for all new Rocketship employees will occur within the first thirty (30) days of employment and will be facilitated by the Human Resources Department.

If an employee fails to enroll within the first thirty (30) days of employment, he or she will not be able to receive benefits unless there has been a qualifying life event or it is an open enrollment period. Examples of a qualifying life event include birth/adoption of a child, marriage, divorce, or death of an enrolled family member.

COBRA Benefits

When coverage under the School's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage

- the employee contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, his/her spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse, domestic partner, and/or eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and his/her spouse or domestic partner become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but his/her spouse or domestic partner has not yet reached age sixty-five (65); or
- The employee's dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses, domestic partners, and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

RSED will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. RSED will then notify the employee or his/her dependents of the employee's rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or his/her spouse, domestic partner or dependent) becomes covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee's spouse, domestic partner, or child, as applicable) may have;
- RSED stops providing group health benefits;
- The employee, or the employee's spouse, domestic partner, or child, becomes entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled.

PERSONNEL EVALUATION AND RECORD KEEPING

Performance Evaluation

Rocketship believes that it is important for all employees to receive feedback on their work so that they may perform their job duties to the best of their abilities. Consistent with this belief, all Rocketship employees will receive an evaluation of their job performance at least annually. Performance evaluations will take into account the employee's overall performance in relation to the employee's job responsibilities in addition to the conduct and demeanor of the employee. Any failure by Rocketship to evaluate an employee shall in no way alter/impair the at-will nature of employment.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Human Resources Department advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add comments to any disputed item in the file. RSED will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Human Resources Department. Only the Human Resources Department or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

In California, credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

BREAKS/HOLIDAYS, PTO AND LEAVES

School Breaks/Holidays

There are three (3) established school breaks and a variety of regional and Federal holidays during the year in which PTO-eligible employees may receive pay, if eligible as specified below.

School breaks and paid holidays are not paid out upon termination of employment. Exempt employees who elect or are required to perform work during school breaks or holidays will not receive additional compensation, but may receive PTO at the discretion of the Human Resources Department.

Please refer to the current Instructional Calendar for the most updated list of holidays approved for the current school year for your region.

The school breaks outlined below are subject to change at any time upon notice.

- A. Winter Break is a limited period (the approximate length of which is shown below) during the winter when Rocketship schools are not in session. All eligible employees receive pay for the Winter Break period although the days designated as Winter Break, and for which pay is received, are different depending on staff classification, as defined in Sections IV, V, and VI.
- B. Spring Break is a one (1) week period in which Rocketship schools are not in session. Only School Instructional/Non-Instructional Staff and School Administrative Staff, as defined in Sections IV and V, receive pay during the Spring Break period.
- C. Summer Break is a limited period (the approximate length of which is shown below) during the summer when Rocketship schools are not in session. Only Exempt School Instructional Staff (during the last week of June and the month of July) and School Administrative Staff (during the first 2 weeks of July) receive pay for the Summer Break period, as defined in Sections IV, V, and VI.

The table below indicates which paid breaks PTO-eligible employees are eligible to take:

Religious Holidays/Observances

RSED will reasonably accommodate an employee's need for time off due to known religious holidays or observances consistent with applicable law. Such accommodations will be made in a way as to not cause undue hardship to the School or any of its other employees. Requests for accommodations must be made to the employee's supervisor and the Human Resources Department with at least two (2) weeks' notice. RSED shall determine whether it can accommodate the request given work demands and the employee's job duties at the time of the need for time off. If additional time is granted, it will be unpaid time unless an employee elects to utilize PTO.

Paid Time Off (PTO)

Eligible employees, as defined below, accrue PTO per pay period and may voluntarily elect to use this time to be paid for not attending work for any purpose including rest, relaxation, illness/sickness, or any other personal necessity reason. Exempt employees must use PTO time off in at least two (2) hour increments. Nonexempt employees may use PTO time off in partial days as measured by hours taken.

- A. Eligibility - Each regular, full-time employee begins earning/accruing PTO beginning on his/her date of hire. Employees regularly scheduled to work less than forty (40) hours per week but a minimum of thirty (30) hours per week accrue PTO on a pro rata basis, based on the number of hours they are scheduled to work, (e.g. an employee scheduled to work 30 hours per week, at a 75% full-time basis, would earn 75% of the full-time accrual). Temporary employees, and part-time employees who are regularly scheduled to work less than thirty (30) hours per week do not accrue PTO (please refer to Section III on Sick Leave).
- B. Approval Process - PTO must be submitted through the employee's Collaboration Portal and approved by the employee's direct manager.
- C. Negative PTO Balance - Balances in excess of the standard accrual are subject to re-accrual in the following year and/or through repayment in the event that an employee leaves the organization.
- D. Excess Time Off - Time off in excess of the then-existing PTO accrual balance or in excess of an approved negative PTO balance (see above) will be unpaid time off. Such absences will be deemed unexcused and will be subject to the attendance policy.
- E. Termination of Employment - Upon termination of employment for any reason, all accrued but unused PTO will be paid out.
- F. Policy Changes - This policy may be changed at any time upon notice.

PTO for School Instructional/Non-Instructional Staff

The following policies apply to PTO-eligible School Instructional/Non-Instructional Staff members only.

- A. Roles - Teacher, Tutor, Enrichment Center Coordinator, Lead Server, Support Staff, and School-based ISE/SPED Staff
- B. PTO Accrual - Regular, full-time employees will accrue ten (10) days of PTO per year at a rate of 3.33 hours per semi-monthly pay period. Note: Nonexempt employees do not accrue PTO during Summer Break.

- C. Maximum PTO Accrual - No more than fifteen (15) days of PTO may be accrued at any time.
- D. End of School Year PTO Balance - Any remaining accrued but unused PTO balance remaining on June 30 of each year will be paid out, as taxable compensation at the employee's then-current hourly rate, no later than one (1) month following the end of the school year.

PTO for School Administrative Staff

The following policies apply to PTO-eligible School Administrative Staff members only.

- A. Roles - Chief Executive Officer, Assistant Chief Executive Officer, Office Manager, Business Operations Manager, Operations Coordinator
- B. PTO Accrual - Regular, full-time employees will accrue ten (10) days of PTO per year at a rate of 3.33 hours per semi-monthly pay period.
- C. Maximum PTO Accrued - An employee may not have a balance of more than fifteen (15) days (or 120 hours). Once this maximum is reached, the PTO accrual will stop, and will recommence once the balance drops below maximum.
- D. End of Year PTO Balance - An employee's end of year PTO balance will be carried over to the following school year.

PTO for Network Support Staff

The following policies apply to PTO-eligible Network Support Staff members only.

PTO Accrual - Regular, full-time employees will accrue PTO at a rate based on their years of employment with Rocketship as shown below.

Calendar Year of Service	Annual Rate of Accrual
Date of hire through third year of employment	15 days (120 hours) per year , accrued at a rate of 5 hours per semi-monthly pay period.
After the third year of employment through the seventh year of employment	20 days (160 hours) per year , accrued at a rate of 6.67 hours per semi-monthly pay period
After the seventh year of employment	25 days (200 hours) per year , accrued at a rate of 8.33 hours per semi-monthly pay period

*When moving to the next tier of PTO accrual, the new accrual rate will take effect in the pay period following the 3-year anniversary and 7-year anniversary, respectively.

Maximum PTO Accrued - An employee may not have a balance of more than 1.5 times the then-current annual rate of accrual (for example, an employee with 5 full years of service may accrue a balance of up to 30 days of PTO (20 days per year times 1.5). Once this maximum is

reached, the PTO accrual will stop, and will recommence in the next pay period after the balance drops below maximum.

End of Year PTO Balance - Employee's end of year PTO balance will be carried over to the following school year.

Regional RSED Scheduled Holidays

Please refer to the current Instructional Calendar for the most updated version of holidays approved for the current school year.

Unpaid Leave of Absence

Rocketship recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, Rocketship may grant employees leaves of absence upon request. Any unpaid leave of absence must be approved in advance by the Rocketship Vice President of Human Resources and the employee's manager. The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

This policy describes general unpaid leave and does not apply to FMLA/new parent or other forms of leave which are discussed in separate policies.

Eligibility

Only exempt employees are eligible for unpaid leave. In general, an employee must have worked at Rocketship for twelve (12) months or longer to be considered for unpaid leave, except in special circumstances. Unpaid leave is not available to nonexempt employees, except as may be provided under an applicable law as a reasonable accommodation. An employee must exhaust all other forms of leave (including PTO) before being granted unpaid leave.

Requesting and Taking Unpaid Leave

An employee must submit a request for unpaid leave no less than two (2) weeks before the intended start of the unpaid leave period. The employee must submit this request to his or her supervisor. The employee's supervisor and the Human Resources Department must approve the request for unpaid leave. The Human Resources Department has the right to ask the employee for supporting documentation before granting an employee an unpaid leave of absence. If the employee does not provide this supporting documentation by the established deadline, the employee's request for unpaid leave may be denied.

Ordinarily, unpaid leave shall not exceed thirty (30) calendar days in a rolling twelve (12) month period. When an employee goes on unpaid leave under this policy, there is no guarantee of reinstatement to the same position.

If the employee is currently covered under an RSED plan, medical and dental coverage will remain in force during a medical or workers' compensation leave of absence, provided the employee pays the appropriate premiums. If an employee fails to return from a leave and is terminated, the employee's benefits will be terminated. PTO and sick leave do not accrue during an unpaid leave of absence.

Sick Leave

Sick Leave (CA, TN, WI)

Eligible employees, as defined below, are granted sick leave and may voluntarily elect to use this time to be paid for not attending work. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

- A. Eligibility - Any employee that is not eligible for PTO (e.g. temporary full-time, temporary part-time, regular part-time working less than thirty [30] hours per week), and who works at least thirty (30) days for Rocketship from the commencement of employment, is granted three (3) days (or twenty-four [24] hours) of sick leave at the beginning of each work year.
- B. Probationary Period - Sick leave may not be used until at least ninety (90) days after the employee's date of hire.
- C. Excess Time Off - Time off in excess of the then-existing sick leave balance will be unpaid time off.
- D. Accrual/Termination of Employment - Unused sick leave does not carry over from year to year. Upon termination of employment for any reason, sick leave will not be paid out.
- E. Policy Changes - This policy may be changed at any time upon notice.

Sick Leave (DC)

In addition to the "family members" identified above, employees may also use sick leave to care for spouses of children (including foster children and grandchildren), spouses of brothers and sisters, and a person with whom the employee shares or has shared, for not less than the preceding twelve (12) months, a mutual residence and with whom the employee maintains a committed relationship.

An employee who needs to use sick leave must include a reason for the absence involved and the expected duration of the sick leave. If the need for sick leave is foreseeable, the request shall be provided at least ten (10) days, or as early as possible, in advance of the leave. If the need for sick leave is unforeseeable, an oral request for sick leave shall be provided prior to the start of the work shift for which the leave is requested. In the case of an emergency, the employee shall

notify the Human Resources Department prior to the start of the next work shift or within twenty-four (24) hours of the onset of the emergency, whichever occurs sooner.

If the employee's use of sick leave will last for three (3) or more consecutive days, certification may be required. This may include: (i) a signed document from a health care provider affirming the illness of the employee; (ii) a police report indicating that the employee was a victim of stalking, domestic violence, or sexual abuse; (iii) a court order; or (iv) a signed statement from a victim and witness advocate, or domestic violence counselor, affirming that the employee is involved in legal action related to stalking, domestic violence, or sexual abuse. The certification must be provided upon the employee's return to work or within one business day thereafter. Rocketship also reserves the right to request certification on a more frequent basis if there is evidence documenting a pattern of abuse of sick leave.

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as "FMLA leave."

- **DC Overview**

Employers with twenty (20) or more employees must grant an eligible employee up to sixteen (16) workweeks of family leave during any 24-month period for:

1. The birth of a child of the employee.
2. The placement of a child with the employee for adoption or foster care.
3. The placement of a child with the employee for whom the employee permanently assumes and discharges parental responsibility.
4. The care of a family member of the employee who has a serious health condition.

- **Employee Eligibility Criteria**

To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles, (except for purposes of baby-bonding where the threshold is twenty (20) employees).

- **Events That May Entitle an Employee To FMLA Leave**

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
 - a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse. For California purposes only, pregnancy is not considered a serious health condition.
 - b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner (California only), child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces servicemember with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period to provide said care.
4. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.

- Amount of FMLA Leave Which May Be Taken
 1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for anyone, or combination of the above-described situations. “Twelve workweeks” means the equivalent of twelve (12) of the employee’s normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, “twelve workweeks” means sixty (60) working and/or paid eight (8) hour days.
 2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces servicemember shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
 3. The “twelve month period” in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
 4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School’s business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School’s activities have ceased do not count against the employee’s FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee’s leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.
- Pay during FMLA Leave
 1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave and PTO at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, such as PTO or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
 2. An employee on FMLA leave for childcare or to care for a spouse, domestic partner (California only), parent, or child with a serious health condition may use any or all accrued sick leave and PTO at the beginning of any otherwise unpaid FMLA leave.

3. If an employee has exhausted his/her sick leave and PTO, leave taken under FMLA shall be unpaid leave.
4. The receipt of sick leave, PTO, or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick leave and PTO accrue during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

- Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

RSED may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA leave; and
2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

- Seniority

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced.

- Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate

health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.

2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate a certification as needed.
 3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
 4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.
- Procedures for Requesting and Scheduling FMLA Leave
 1. An employee should request FMLA leave by calling the leave experts at Tristar who handle Rocketship's leaves. Employees can call 1-844-702-2352 and choose Option 2 to speak with an Intake Specialist and begin their leave process. Tristar is available between 6AM and 6PM PST, Monday through Friday.
 2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.
 3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
 5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for

FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.

6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. The School will respond to an FMLA leave request no later than five (5) business days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- **Status Reports During Leave**

For the duration of leave, unless informed of a different schedule, an employee is required to maintain weekly or monthly contact, as directed, with Tristar to provide updates as to the status of his/her circumstances. Failure to maintain contact and provide required information in a timely fashion might affect the employee's leave and/or employment status.

- **Return to Work**

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.
2. When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Limitations on Reinstatement
 1. RSED may refuse to reinstate a “key” employee if the refusal is necessary to prevent substantial and grievous injury to the School’s operations. A “key” employee is an exempt salaried employee who is among the highest paid 10% of the School’s employees within seventy-five (75) miles of the employee’s worksite.
 2. A “key” employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a “key” employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School’s operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the “key” employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee’s reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

Pregnancy Disability Leave (California Only)

This policy explains how Rocketship complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

- Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or

2. The employee needs to take time off for prenatal care.

- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “Four months” means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 ¹/₃ weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, “four months” means 346.5 hours of leave entitlement (20 hours per week times 17 ¹/₃ weeks). For an employee who normally works forty-eight (48) hours per week, “four months” means 832 hours of leave entitlement (48 hours per week times 17 ¹/₃ weeks).

At the end or depletion of an employee’s pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

- Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued PTO time at the beginning of any otherwise unpaid leave period.
2. The receipt of sick leave, PTO, or state disability insurance benefits will not extend the length of pregnancy disability leave.
3. PTO and sick leave accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

RSED shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) month period. RSED can recover

premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
 2. The employee's failure to return from leave is for a reason other than the following:
 - The employee is taking leave under the California Family Rights Act.
 - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
 - There is a non-pregnancy related medical condition requiring further leave.
 - Any other circumstance beyond the control of the employee.
- Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- Medical Certifications
 1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
 2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.
- Requesting and Scheduling Pregnancy Disability Leave
 1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Human Resources Department. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
 2. Employee should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice

is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
 4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
 5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
 6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.
- Return to Work
 1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.
- A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
 3. In accordance with RSED policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.
 4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.
- Employment during Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Parent Leave

Full-time employees are entitled to ten (10) days of paid time off to care for the employee's newborn child or a child placed with the employee for adoption or foster care. Receipt of pay under this policy will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and PTO) falling during the absence will be counted as both parent leave and scheduled days off.

These days may be taken consecutively or as intermittent leave but must be taken within twelve (12) months of the child's birth, adoption, or placement in foster care.

The Human Resources Department may require additional documentation for the leave.

Industrial Injury Leave (Workers' Compensation)

RSED, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker's compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Human Resources Department;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Human Resources Department; and
- Provide the School with a certification from a health care provider regarding the need for workers' compensation disability leave as well as the employee's eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. RSED, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Human Resources Department and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

RSED shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave

must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued PTO as wage replacement during time served, provided such PTO accrued prior to the leave.

Except for employees serving in the National Guard, RSED will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling his or her covered service obligation under the USERRA or California law shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

RSED shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

PTO-eligible employees may be granted up to five (5) work days without loss of pay due to a death of an individual who is related to the employee by blood, marriage, adoption, or domestic partnership (parent, spouse, domestic partner, son/daughter, sister/brother, aunt/uncle, parent-in-law, son/daughter-in-law, brother/sister-in-law, grandparent, grandchild. If an employee leaves early on the day (s)he is notified of the death, the remainder of the day is not counted as bereavement leave.

The employee and his/her manager should agree on how much time is needed up to five (5) workdays for bereavement leave. The basis for this decision should take into account the employee's relationship to the deceased, travel distance, and his/her involvement in funeral arrangements.

Additional time taken off beyond five (5) workdays must be approved by the employee's manager and the employee must use his/her PTO or take unpaid leave. Employees may be asked to provide documentation in support of their bereavement leave.

Jury Duty or Witness Leave (CA, WI, DC)

Rocketship will provide employees time off as required by law to serve on an inquest jury or trial jury or to appear in court in compliance with a subpoena or court order as a witness.

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury or as a witness provided the employee continues to perform work duties as assigned.

Nonexempt employees will be granted a paid leave of absence of up to five (5) business days per year if called to serve on a jury or as a witness. During that period employees will receive the difference between their regular base pay and any payment received for their court duties. Any jury duty or witness leave that extends beyond five (5) business days per year will be unpaid. Employees may elect to substitute accrued PTO during any unpaid leave due to jury duty or witness leave. If an employee in Wisconsin is subpoenaed to testify in an action or proceeding as a result of a crime against Rocketship, or an incident involving the employee during the course of his or her employment, the employee will be compensated for work time spent complying with the subpoena.

All employees are required to provide reasonable advance notice of the need for time off due to jury duty or witness leave. However, employees in Wisconsin must provide notice on or before the first business day after receipt of a subpoena. Employees in Tennessee are required to give notice before taking time off to serve on jury duty and may additionally be asked to show his/her court summons before being granted leave.

Employees are required to report to work each day or portion of a day they are not performing jury duty or serving as a witness. Rocketship reserves the right to request that the employee furnish written verification from the court as proof that the employee served jury duty or as a witness. Failure to provide written verification is grounds for disciplinary action.

Jury Duty (TN Only)

Rocketship will provide eligible employees paid time off to serve, as required by law, on a jury or grand jury. Rocketship may deduct the amount of the fee or compensation the employee receives for serving as a juror from this compensation. Nonexempt employees will receive compensation for the time spent serving and traveling to and from jury duty. An employee is not eligible for compensation if the employee has been employed on a temporary basis for less than six months. Such employees will be entitled to take leave for jury duty on an unpaid basis. However, exempt employees who work any portion of a workweek in which they also serve on jury duty will receive their full salary for that workweek.

Employees must show the jury summons to their supervisor the workday following receipt of the summons. Employees also are expected to report to work each day they are not performing jury

duty and each portion of a day on which the jury duty is three hours or less. Rocketship reserves the right to request that the employee furnish written verification from the court as proof that the employee served jury duty. Failure to provide written verification is grounds for disciplinary action.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Principal at least two (2) days notice.

School Appearance and Activities Leave

As required by law, RSED will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school or child care. If more than one (1) parent or guardian is an employee of RSED, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g., PTO or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

An employee must first use five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Crime Victim's Leave

Rocketship will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. Rocketship requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide Rocketship with a copy of the notice within a reasonable time. Employees may substitute accrued PTO during leave under this section; otherwise, leave is unpaid.

Victims of Abuse Leave

RSED provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, or stalking. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide RSED with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide RSED one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, RSED will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Human Resources Department. Failure to provide a certification as outlined above, or failure to return to work after an approved leave of absence, may result in disciplinary action, up to and including termination of employment.

Returning from Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Human Resources Department thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should be sure to consult the Human Resources Department.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Staff Conduct

Rocketship expects all employees to live out the School's Core Characteristics and to behave professionally and responsibly as a member of the RSED team. The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Failure to become familiar with and follow all RSED policies, regulations, administrative procedures, and other reasonable directions given by RSED leadership, as well as applicable law as it relates to the employee's conduct and performance of job duties.
2. Failure to maintain appropriate and professional relationships with students, parents and families, other Rocketship employees and contractors, visitors and community members. RSED employees are expected to act in a sensitive, tolerant, and intelligent manner to set a positive example for students.
3. Discourteous treatment towards employees, students, parents, or families at any time, including but not limited to engaging in condescending, inattentive, or dismissive behavior.
4. Involvement in situations that could prompt suspicion by parents, students, and co-workers or that could make parents, students, or co-workers uncomfortable. (See also: Student/Staff Interaction Policy)
5. Failure to care for, properly use, and protect RSED property. Employees may not remove or use RSED property without authorization, and should return all RSED property upon request.
6. Failure to attend all mandatory staff meetings and professional development sessions called by their School Leader and/or RSED Leadership, unless otherwise excused.
7. Failure to keep all student/personnel records, medical information, disciplinary decisions, and other sensitive information confidential as directed by applicable law, RSED policies, and the employee's supervisor. Maintain the confidentiality of any proprietary information relative to RSED (any information developed, compiled and/or used by RSED and its employees in the course of business that is not available to the public). Do not divulge or share any confidential or proprietary information to anyone outside of RSED who is not authorized to receive it.
8. Failure to protect the safety, health, and general welfare of all students.
9. Failure to properly supervise all students. Students should be under assigned adult supervision at all times during school and during any school activity.
10. Violation of any safety rules, including rules protecting the safety and welfare of students.
11. Failure to submit all required reports or paperwork at the time requested.
12. Exposure of students to profanity in any form.
13. Violation of the RSED staff dress code.
14. Failure to disclose romantic, familial, platonic living situations, and possible conflicts of interest to the RSED Vice President of Human Resources, per the Nepotism and Relationships

Policy and the Conflict of Interest Policy.

15. Insubordination, or refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
16. Inefficiency, including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
17. Leaving the School campus during working hours without providing advance notice and receiving approval from a supervisor.
18. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
19. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
20. Fighting or instigating a fight on School premises.
21. Violations of the drug and alcohol policy.
22. Using or possessing firearms, weapons or explosives of any kind on School premises.
23. Gambling on School premises.
24. Tampering with or falsifying any report or record, or submitting a falsified report or record, including, but not limited to, personnel, absentee, sickness/disability, or production reports or records, specifically including applications for employment and timecards.
25. Recording the timecard, when applicable, of another employee or permitting or arranging for another employee to record the timecard.
26. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
27. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
28. Excessive absenteeism or tardiness, excused or unexcused.
29. Failure to provide a medical certification as required by law and/or Rocketship policy to substantiate an absence.
30. Posting any notices on School premises without prior written approval of Rocketship, unless posting is on a School bulletin board designated for employee postings as permitted by School policy.
31. Immoral or indecent conduct.
32. Conviction of a criminal act.
33. Engaging in sabotage or espionage (industrial or otherwise)
34. Violations of the unlawful harassment, discrimination and retaliation policy.
35. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
36. Sleeping during work hours.
37. Failure to possess or maintain the credential/certificate required of the position.
38. Refusal to speak to supervisors or other employees.
39. Dishonesty.
40. Any other conduct detrimental to other employees or the School's interests or its efficient operations.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Off-Duty Conduct

While Rocketship does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect Rocketship or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by Rocketship, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at Rocketship.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with Rocketship.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with Rocketship.
- Additional employment that requires the employee to conduct work or related activities on the School's property during working hours or using School facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of Rocketship.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. RSED shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Termination of Employment

Should it become necessary for an employee to terminate their employment with the School, employees should notify the Human Resources Department regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

When an employee terminates their employment, they will be entitled to all earned but unused PTO pay. If an employee is participating in the medical and/or dental plan, they will be provided information on their rights under COBRA.

Reference Requests

All requests for employee references must go through the Human Resources Department. The Human Resources Department is the only source authorized to provide information of any kind regarding current or former employees. The Human Resources Department will only confirm the employee's dates of employment, locations worked, and salary. No other information will be provided.

INTERNAL COMPLAINT REVIEW

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Chief Executive Officer or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

Open Door Policy

Rocketship understands that channels of communication should always be kept open and flexible. The Open Door Policy provides a means by which employees can discuss problems, raise concerns, and make suggestions. This means that any employee is entitled to meet with a member of the Human Resources Department or management at a mutually convenient time. Usually it is advisable for the employee to first meet with his or her immediate manager, who may be able to resolve the issue. Rocketship will make every attempt to keep all Open Door discussions confidential in the absence of employee permission to disclose specific information discussed, but cannot keep all information confidential where such confidentiality would prevent Rocketship from complying with applicable laws or RSED company policies.

Internal Complaints

(Complaints by Employees Against Employees)

This section of the policy is for use when a school employee raises a complaint or concern about a co-worker. If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Principal or designee:

1. The complainant will bring the matter to the attention of the Principal as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Principal or designee will then investigate the facts and provide a solution or explanation
3. If the complaint is about the Principal, the complainant may file his or her complaint in a signed writing to the Department of Human Resources, which may conduct a fact-finding or authorize a third party investigator on behalf of Rocketship. The Department of Human Resources or investigator will report the findings to Rocketship for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, Rocketship values each employee’s ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a school employee. If complaints cannot be resolved informally, complainants may file a written complaint with the Principal or Department of Human Resources as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

In processing the complaint, the Principal or Department of Human Resources shall abide by the following process:

1. The Principal or Department of Human Resources shall use their best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the Principal or Department of Human Resources finds that a complaint against an employee is valid, they may take appropriate disciplinary action against the employee. As appropriate, they may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: Rocketship will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.
4. Paid Administrative Leave: Rocketship reserves the right to place any employee on paid administrative leave during an investigation.

AMENDMENT TO EMPLOYEE HANDBOOK

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

RSED reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

APPENDIX

MANDATED REPORTER POLICIES BY STATE

CALIFORNIA

In California, certain professionals are required to report known or suspected child abuse. Educators, including teachers, aides, school administrators, office workers, and all other employees of public schools are legally mandated reporters. As an employee of a Rocketship school, or an employee of the Rocketship National office who has regular contact with children, you are a Mandated Reporter. A mandated reporter must make a report to the Department of Family and Children's Services whenever, in his/her professional capacity or within the scope of employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been a victim of child abuse.

This "Mandated Reporter Policy" is intended to educate Rocketship school employees of their responsibilities and rights under the Child Abuse and Neglect Reporting Act ("Act"), as well as the procedures for complying with the Act.

When Must You Report?

The Act requires a report to be made when a mandated reporter has a "reasonable suspicion" of abuse. According to CA Penal Code § 11166(a)(1) "reasonable suspicion" means that it is "objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect."

The language chosen in the statute was deliberate and was drafted to ensure that a maximum number of abused children are identified and protected. As an educator, your role is not to serve as an investigator. If you feel that an ordinary person in your position would have any reason to suspect abuse, you are required to immediately report your suspicions.

What Types of Abuse Must Be Reported?

Under applicable law, when the victim is a child (ordinarily a person under the age of eighteen [18]), the following types of abuse must be reported by all legally mandated reporters.

The perpetrator can be any adult or child, with the exception of a "mutual affray between minors" (i.e., a school yard fight).

Physical Abuse

Physical Abuse means non-accidental bodily injury that has been or is being willfully inflicted on a child. It includes willful harming or injuring of a child or endangering of the person or health of a child defined as a situation where any person willfully causes or permits any child to suffer, or

inflicts thereon, unjustifiable physical pain or mental suffering, or having the care or custody of any child, willfully causes or permits the person or health of the child to be placed in a situation such that his or her person or health is endangered.

Severe Physical Abuse

Severe Physical Abuse includes any single act of abuse which causes physical trauma of sufficient severity that, if left untreated, would cause permanent physical disfigurement, permanent physical disability, or death; any single act of sexual abuse which causes significant bleeding, deep bruising, or significant external or internal swelling; or repeated acts of physical abuse, each of which causes bleeding, deep bruising, significant external or internal swelling, bone fracture, or unconsciousness.

Neglect

Neglect means the negligent treatment or maltreatment of a child by acts or omissions by a person responsible for the child's welfare under circumstances indicating harm or threatened harm to the child's health or welfare, including physical and/or psychological endangerment. The term includes both severe and general neglect.

Severe Neglect

Severe Neglect includes the negligent failure to protect a child from severe malnutrition or medically diagnosed non-organic failure to thrive and/or to permit the child or the child's health to be endangered by intentional failure to provide adequate food, clothing, shelter or medical care.

General Neglect

General Neglect includes the failure to provide adequate food, shelter, clothing, and/or medical care, supervision when no physical injury to the child occurs.

NOTE: A child receiving treatment by spiritual means or not receiving specified medical treatment for religious reasons, shall not for that reason alone be considered a neglected child. An informed and appropriate medical decision made by a parent or guardian after consultation with a physician or physicians who have examined the child does not constitute neglect. See Assessment of Medical Neglect.

Sexual Abuse

Sexual Abuse is the victimization of a child by sexual activities including, but not limited to sexual assault, rape (statutory rape and rape in concert), incest, sodomy, lewd and lascivious acts upon a child under fourteen (14) years of age, oral copulation, penetration of a genital or anal opening by a foreign object, child molestation and unlawful sexual intercourse. Also, please be aware that it is sexual abuse if the parent or guardian has failed to adequately protect the child from sexual abuse when the parent or guardian knew or reasonably should have known that the child was in danger of sexual abuse.

Sexual Exploitation

Sexual Exploitation involves any person or person who is responsible for a child's welfare who knowingly promotes, aids or assists, employs, uses, persuades, induces or coerces a child, or knowingly permits or encourages a child to engage in, or assists others to engage in, prostitution or live performance involving obscene sexual conduct or to either pose or model alone or with others for the purpose of preparing a film, photograph, negative, slide, drawing, painting or other pictorial depiction involving obscene sexual conduct.

NOTE: Unlawful sexual intercourse is defined as an adult who engages in an act of sexual intercourse with a minor or any person who engages in an act of unlawful sexual intercourse with a minor who is more than three (3) years younger, or a person twenty-one (21) years or older with a minor who is under sixteen (16) years old.

Non-Sexual Exploitation

Non-Sexual Exploitation involves forcing or coercing a child into performing acts which are beyond his/her capabilities, such as being employed for long hours and/or in a job which is dangerous or beyond his/her capabilities or forcing or coercing the child into illegal or degrading acts such as stealing, panhandling, and/or drug sales. Generally, these acts benefit the perpetrator in some way.

Emotional Abuse

Emotional Abuse is non-physical mistreatment, the results of which may be characterized by disturbed behavior on the part of the child, such as severe withdrawal, regression, bizarre behavior, hyperactivity, or dangerous acting-out behavior. Such disturbed behavior is not deemed, in and of itself, to be evidence of emotional abuse. Exposure to repeated violent, brutal or intimidating acts among household members (domestic violence) is emotional abuse.

Caretaker Absence

Caretaker Absence is specific to the caregiver's situation rather than to the child's and may be used in addition to general neglect or substantial risk of harm allegations. This allegation type shall be used in either of the following circumstances:

- **Caretaker Absence:** The child's parent has been incarcerated, hospitalized or institutionalized and cannot arrange for the care of the child; parent's whereabouts are unknown or the custodian with whom the child has been left is unable or unwilling to provide care and support for the child.
- **Caretaker Incapacity:** The child's parent or guardian is unable to provide adequate care for the child due to the parent or guardian's mental illness, developmental disability or substance abuse.

Procedures for Reporting

1. The moment you have a reasonable suspicion of abuse, reports must be made immediately or as soon practically possible by phone.
2. Reports must be made to a county welfare department, probation department (if designated by the county to receive mandated reports), or to a police or sheriff's department.
 - a. In the San Jose Area, you can contact the Santa Clara County Department of Family and Children's Services twenty-four (24) hours a day by calling the: Child Abuse and Neglect Center (408) 299-2071
 - b. If you are unable to make your report at the number listed above, or you are informed that the incident is one which they will not investigate, please contact the police station closest to your school site.
3. Within thirty-six (36) hours of the initial phone call, you must mail a written report to the same agency. The written report must be submitted on a Department of Justice Form SS 8572.
 - a. [Form SS 8572](#) (State of CA Suspected Child Abuse Form)
 - b. [Instructions for Form SS8572](#)
 - c. If you contact the Santa Clara County Department of Family and Children's Services, mail your written report to: Santa Clara County Department of Family and Children's Services Child Abuse and Neglect Center, 373 West Julian St., Second Floor, San Jose CA 95110
4. Joint Knowledge
 - a. It is the policy of Rocketship that a mandated reporter who is making a report, as required, is also to inform the Principal of the school of the suspected abuse, unless the Principal is the subject of the suspicion. You are not required to identify yourself to the Principal when you so inform him/her. REMEMBER, reporting the information to the Principal or any other person shall not be a substitute for your making a mandated report to one of the agencies specified above.
 - b. However, when two (2) or more persons who are mandated reporters jointly have knowledge of a known or suspected instance of child abuse, and when there is agreement among them, the telephone report and written report may be made by a single member of the team. Any member of a team who has knowledge that the member designated to report failed to do so must thereafter make the report himself/herself.
 - c. Knowledge that a report has already been made by an outside party is not a substitute for

making a mandated report.

5. After the report is made, Child Protection workers and/or law enforcement officers may contact you to gather additional information to aid in their investigation. You may have knowledge about the child and/or family which can aid the investigators in making accurate assessments and providing appropriate services. After the investigation has been completed or the matter reaches a final disposition, the investigating agency shall inform the mandated reporter of the results of the investigation and any action the agency is taking.

Immunity from Liability

- Mandated reporters have immunity from criminal or civil liability for reporting as required, unless the report is proven to be false and the person reporting knows it is false, or the report is made with reckless disregard of the truth or falsity of the incident. Mandated reporters and others acting at their direction are not liable civilly or criminally for photographing the victim and disseminating the photograph with the report.
- No supervisor or administrator may impede or inhibit a report or subject the reporting person to any sanction.
- The identity of the reporting party and the contents of the child abuse report are confidential and may only be disclosed to specified persons and agencies.
- In the event a civil action is brought against a mandated reporter as a result of a required or authorized report, he or she may present a claim to the State Board of Control for reasonable attorney's fees incurred in the action if he or she prevails in the action or the court dismisses the action.

Failure to report suspected abuse is a misdemeanor punishable by imprisonment or fine or both.

Training

RSED will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code § 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

Mandated Reporter (TN) (Policy #631.3)

In Tennessee, certain professionals are required to report known or suspected child abuse and neglect. School teachers, administrators, counselors and staff are legally mandated reporters. As an employee of a Rocketship Education school, or an employee of the Rocketship Network Support office who has regular contact with children, you are a Mandated Reporter.

This “Mandated Reporter Policy” is intended to inform Rocketship Education employees of their responsibilities and rights under Tennessee Code Annotated, Title 37, Chapter 1, Part 4, as well as the procedures for complying with the statute.

What Types of Abuse Must Be Reported?

Under state law, child abuse is defined as any wound, injury, disability, or physical or mental condition that is of such nature as to reasonably indicate that it has been caused by brutality, abuse, or neglect or that, on the basis of available information, reasonable appears to have been caused by such. For practical purposes, the descriptions of abuse under the California section of this handbook also apply in Tennessee.

Possible indicators of abuse or neglect may include:

- The child has repeated injuries that are not properly treated or adequately explained.
- The child begins acting in unusual ways ranging from disruptive and aggressive behaviors to passive and withdrawn behaviors.
- The child acts in the role of parent toward their brothers and sisters or even toward their own parents.
- The child may have disturbed sleep (nightmares, bed wetting, fear of sleeping alone, needing a nightlight, etc.).
- The child loses his/her appetite, overeats, or may report being hungry.
- There is a sudden drop in school grades or participation in activities.
- The child may act in stylized ways, such as sexual behavior that is not normal for his/her age group.

Procedures for Reporting

1. The moment you have a reasonable cause to suspect abuse or neglect or the threat of abuse or neglect, you must immediately inform, by telephone or personally, the county department, a licensed child welfare agency or the police department of the facts and circumstances contributing to a suspicion of abuse.
2. In the Nashville Area, you can contact the: Department of Children’s Services, Central Intake (877) 237-0004 or (877) 54ABUSE [(877) 542-2873] or Metro Nashville Police Department (615) 862-8600. If you feel that the child is in immediate danger, please dial 911.

3. Joint Knowledge

- a. It is the policy of Rocketship Education to report suspicion of abuse to the Principal of the school, unless the Principal is the subject of the suspicion. REMEMBER, reporting the information to a supervisor, principal, coworker or any other person shall not be a substitute for making a mandated report to one of the agencies specified above.
- b. All mandated reporters with knowledge should make a report.
- c. Knowledge that a report has already been made by an outside party is not a substitute for making a mandated report.

4. Reporting Abuse to Parents or Legal Guardians

- a. If a teacher, school official or other school personnel makes a report as required by this policy and has reasonable cause to assume that the abuse occurred on school grounds or while the child was under supervision or care of the school (including transportation to and from school), the Principal or Assistant Principal shall verbally notify the parent or legal guardian of the student that a report has been made. The Principal shall also provide other information relevant to the future well-being of the child while under the supervision or care of the school to the parent or legal guardian within twenty-four (24) hours. Such notice shall not be sent to any parent or legal guardian if there is reasonable cause to believe that such parent or legal guardian may be the perpetrator or in any way responsible for the child abuse or child sexual abuse. If the Principal is the suspected abuser, the reporting person shall make efforts not to involve the suspect in the conversation with the parent or guardian.
 - b. Once notice is sent, the Principal shall provide to the parent or legal guardian all school information and records relevant to the alleged abuse or sexual abuse, if requested by the parent or legal guardian, provided such information is edited to protect the confidentiality and identity of the person who made the report, or other person whose life or safety may be endangered by the disclosure, and any information made confidential by federal law.
5. Within a six (6) hour period of reporting the neglect and/or abuse to the authorities, the reporting person(s) shall make a written summary of his/her report. One copy shall be retained in the Principal's office, unless the Principal is the suspected abuser, and the person making the report shall keep one copy. Nothing in the reporting procedures shall eliminate the staff member's legal responsibility to directly make a report to the authorities stated above.

A report of child abuse shall include, to the extent known, the following:

- The name, address and age of the child
- The name and address of the person(s) responsible for the care of the child
- The nature and extent of the abuse or neglect

- Any other pertinent information that may relate to the cause or extent of the abuse or neglect.

Immunity and Confidentiality

By law, the person reporting in good faith shall be immune from any civil or criminal action and his/her identity shall remain confidential except when the juvenile court determines otherwise.

Abuse and neglect reports are not part of the educational record and shall be maintained separately from the educational record in a secured location. They are not subject to the disclosure and other requirements of the Federal Education Rights and Privacy Act (FERPA).

Failure to Report

Any person who knowingly fails to make a report required by § 37-1-403 commits a Class A misdemeanor.

Making False Reports

Any person who either verbally or by written or printed communication knowingly and maliciously reports, or causes, encourages, aids, counsels or procures another to report a false accusation of child sexual abuse or false accusation that a child has sustained any wound, injury, disability or physical or mental condition caused by brutality, abuse or neglect commits a Class E felony.

MANDATED REPORTER (WI)

In Wisconsin, certain professionals are required to report known or suspected child abuse and neglect. School teachers, administrators, counselors and staff are legally mandated reporters. As an employee of a Rocketship Education school, or an employee of the Rocketship support office who has regular contact with children, you are a Mandated Reporter.

This “Mandated Reporter Policy” is intended to inform Rocketship Education employees of their responsibilities and rights under Wisconsin Statute 48.981, as well as the procedures for complying with the statute.

When Must You Report?

Wisconsin’s reporting law requires a report to be made when a mandated reporter has a “reasonable cause to suspect” that a child seen by the person in the course of professional duties has been “abused or neglected,” or who has reason to believe that a child “has been threatened with abuse or neglect and that abuse or neglect of the child will occur.” The language chosen in the statute was deliberate and was drafted to ensure that a maximum number of abused children are identified and protected. As an educator, your role is not to serve as an investigator. If you feel that an ordinary person in your position would have any reason to suspect abuse, you are required to immediately report your suspicions.

What Types of Abuse Must Be Reported?

According to statute WI 48.981, an abused or neglected child is a child who has been subjected to:

- Physical injury that is inflicted on a child by other than accidental means
- Sexual intercourse or sexual contact
- Threatened harm
- Permitting, allowing, or encouraging a child to engage in prostitution
- Sexual exploitation through pornography
- Emotional damage defined as behaviors harmful to a child's psychological or intellectual functioning that is exhibited by severe anxiety, depression, withdrawal or outward aggressive behavior or a combination of those behaviors and that is caused by the child's parent, guardian, legal custodian, or other person exercising temporary or permanent control over the child and for which the child's parent, guardian or legal custodian has failed to obtain the treatment necessary to remedy the harm
- Methamphetamine manufacture in a child's home, on the premises of a child's home, in a motor vehicle on the premises of a child's home, or where a reasonable person should have known that the manufacture would be seen, smelled, or heard by a child is considered child abuse in Wisconsin
- Failure, refusal or inability on the part of a parent, guardian, legal custodian, or other person exercising temporary or permanent control over a child for reasons other than poverty to provide necessary care, food, clothing, medical or dental care or shelter so as to seriously endanger the physical health of the child.

For practical purposes, the types of abuse described in the California section of this policy all should be considered reportable.

Procedures for Reporting

1. The moment you have a reasonable cause to suspect abuse or neglect or the threat of abuse or neglect, you must immediately inform, by telephone or personally, the county department, a licensed child welfare agency or the police department of the facts and circumstances contributing to a suspicion of abuse.
2. In the Milwaukee Area, you can contact the: Bureau of Milwaukee Child Welfare (BMCW) (414) 220-SAFE or Milwaukee Police Department/Sensitive Crimes (MPD) (414) 935-7405. If you feel that the child is in immediate danger, please dial 911.

3. Joint Knowledge

- a. It is the policy of Rocketship Education to report suspicion of abuse to the Principal of the school, unless the Principal of the school is the subject of the suspicion. REMEMBER, reporting the information to a Principal or any other person shall not be a substitute for making a mandated report to one of the agencies specified above.
 - b. All mandated reporters who know or suspect abuse or that abuse has been threatened should make a report.
 - c. Knowledge that a report has already been made by an outside party is not a substitute for making a mandated report. If a child has been taken from school by the Bureau of Milwaukee Child Welfare of the Milwaukee Police Department the Principal shall obtain the name and badge number of the person taking the child. The Principal is not to notify the parent of the removal. If the administrator is contacted by the parent/legal guardian, the parent or legal guardian should be advised to contact the appropriate agency for further information, either BMCW or MPD, but shall NOT give that information to the parent or legal guardian of the child. That information is confidential and shall only be released by the BMCW or MPD.
4. In the case of peer sexual contact, the principal/designee shall NOT inform the parent or legal guardian as to the identity of the juvenile participant(s) in the incident. That information is confidential and shall be released only to the BMCW or the MPD. Parents/guardians should be referred to the appropriate agency.

Protections and Immunity from Liability

- All reports of suspected abuse or neglect are confidential. With few exceptions, as delineated in statute, no information that could be used to identify the reporter (e.g., place of employment, job title) can be shared. (48.981(7)(a))
- Anyone who, in good faith, reports suspected abuse or neglect is immune from both criminal and civil liability. (48.981(4))
- No person may be discharged, disciplined or otherwise discriminated against in regard to employment, or threatened with any such treatment, for making a report of suspected abuse or neglect in good faith. (48.981(2)(e))

Failure to Report

Any person who intentionally violates this section by failure to report as required may be fined or imprisoned or both. (48.981(6)).

Mandated Reporter (DC) (Policy #631.2)

1. Personnel Required to Make a Report: Pursuant to DC Code §4-1321.02(b), all school

officials, teachers, nurses, coaches, social service workers, mental health professionals, and other Rocketship staff members are required to report abuse and neglect in accordance with Section II of this policy. As an employee of a Rocketship Education school, or an employee of the Rocketship Network Support office who has regular contact with children, you are a Mandated Reporter.

2. When to Make a Report: Rocketship personnel described in Section I above must make a report when they know or suspect that a child known to them in their professional or official capacity has been or is in immediate danger of being suspected of any of the following:
 - a. Mental injury: Harm to a child's psychological or intellectual functioning due to another individual's acts or omissions.
 - b. Physical abuse: Physical harm or threatened harm to a child, other than by accident, perpetrated by another individual.
 - c. Physical assault: Any physical contact with another person without their consent.
 - d. Neglect: Harm or threatened harm to a child's health or welfare due to a parent or caregiver's failure to provide adequate food, shelter, clothing, medical care, or access to education.
 - e. Sexual abuse: Sexual contact or sexual penetration with a child.
 - f. Sexual exploitation: Allowing, permitting, or encouraging a child to engage in prostitution or to be depicted in a sexual act.
 - g. Sexual assault: Illegal sexual contact that usually involves force or that is inflicted upon a person who is incapable of giving consent (because of age or physical or mental incapacity).
 - h. Exposure to illegal drug-related activity: Ingestion of illegal drug due to guardian's negligence or regular exposure to illegal drug-related activity in the home.
 - i. Exposure to domestic violence: Witnessing physical, sexual, and/or psychological abuse to an individual perpetrated by that individual's current or former intimate partner.

Additionally, personnel must make a report when they know or suspect that a student has been injured by a bullet, knife, or other sharp object. Personnel must also report any suspected corporal punishment committed by another staff member. Reports must be made immediately upon learning of the suspected abuse or neglect. Personnel must make a report when they suspect a student is being subjected to abuse or neglect, even if they are not conclusively sure. Personnel cannot be punished or disciplined for the good faith filing of a report required by the mandated reporter law or for cooperating with an investigation

3. Procedures for Making a Report: Reports must be made to either the D.C. Metropolitan Police Department (MPD) or the Child and Family Services Agency (CFSA).

After making a report to MPD or CFSA, personnel must notify the school principal so that he/she can fulfill his/her legal obligation to also file a report (described below). Personnel must refrain from investigating the suspected abuse themselves, including any questioning of the suspected victim, abuser, or witnesses. If a staff member believes that someone else has

already reported the alleged abuse or neglect, he/she must still file a report with MDP or CFSA. Notifying the Principal or other school personnel does not satisfy a staff member's legal obligation to file a report. Pursuant to DC Code § 4-1321.02(b), both the person who initially suspects the abuse or neglect and the school principal (or a designee of the principal) must report each suspected instance of abuse or neglect.

4. Consequences for Failing to File a Report: The penalty under DC law for failing to make a report is a fine of up to \$300 or imprisonment for up to ninety (90) days, or both.