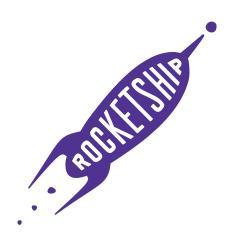


# Rocketship Public Schools Employee Handbook

Effective July 1, 2025



\*Rocketship DC Website Compliance Policies (extracted from the RPS Employee Handbook) - Policies Included: Equal Opportunity Employment, Sexual Harassment, Whistleblower, Drug-Free Work Place, Staff Complaint Resolution Process

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

Phone: 877-806-0920

Website: www.rocketshipschools.org

## INTRODUCTION TO HANDBOOK

Rocketship Education, doing business as Rocketship Public Schools ("Rocketship," "RPS," or the "School"), is a charter school network committed to closing the achievement gap by helping its students reach their full potential.

Thank you for being a dedicated member of the Rocketship team who prove every day that incredible outcomes and experiences are possible when students have access to high quality educational opportunities. The power of our school communities is rooted in the incredible efforts of our staff.

The employee handbook is designed to set every staff member up for success by articulating the policies and guidelines that provide a foundation for the employer/employee relationship. Staff are required to be aware of and follow the policies including in the handbook, especially the policies that are a condition of employment.

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 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 any 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 RPS school and regional staff and all national network staff and supersedes any and all prior versions of a handbook or manual and any prior inconsistent policies/procedures and description of benefits. RPS' procedures, practices, policies, and benefits may be interpreted, modified, suspended or discontinued by RPS at any time. Employees working in certain states (for instance, California, Washington, DC, Wisconsin and Tennessee) also have a state law addendum attached to this handbook setting forth the specific policies or legal requirements applicable to the state(s) in which they work. To the extent employees work in a location where state or local law provides rights that exceed the provisions in this handbook or any applicable state law addendum, RPS complies with the applicable law.

Nothing in this handbook or in any other document or policy is intended to violate any local, state or federal law. Nothing in this Handbook is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, including the right to: communicate with others concerning wages, hours, benefits, and other terms or conditions of employment; self-organize, form, join or assist labor organizations; bargain collectively through representatives of the employees' choosing; engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; refrain from engaging in such activities; or engage in any other conduct protected by Section 7 of the National Labor Relations Act. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission, or any other federal, state or local agency charged with the enforcement of any laws.

This Employee Handbook is not a contract and does not constitute an express or implied contract guaranteeing continued employment for any employee. The employee handbook is periodically revised to align with changes in employment laws across each of the states where Rocketship schools are located and will be interpreted and administered according to all applicable federal, state or local laws. Periodic revisions are also made to provide clarity and insight for existing policies. This Handbook supersedes all previous employee handbooks.

## CONDITIONS OF EMPLOYMENT

## At Will Employment

Employment with the School is at will, unless state law provides otherwise or as otherwise specified in a written employment agreement. This means employment with the School is not for any specified period and may be terminated by you or the School at any time, for any or no reason, with or without cause or advance notice. In connection with this policy, the School reserves the right to modify or alter your position, in its sole discretion, with or without cause or advance notice, through actions other than termination, including demotion, promotion, transfer, change in reporting relationships, reclassification or reassignment. In addition, the School reserves the right to exercise its managerial discretion in imposing any form of discipline it deems appropriate.

Nothing in this Handbook or any oral statement shall limit the right to terminate at-will. This at-will employment policy is the sole and entire agreement between the employee and the School regarding the fact that employment with the School is at-will. No manager or supervisor has any authority to enter into a contract of employment express or implied that changes the fact that employment with the School is at-will. The at-will nature of your employment with the School cannot be changed except in a written agreement, signed by you and the CEO of Rocketship Education, and which specifically states the parties' intention to change the at-will nature of the employment.

## **Equal Employment Opportunity**

RPS is an equal opportunity employer. In accordance with applicable federal and state law, the School prohibits discrimination against any applicant or employee based on any legally protected characteristics, including, but not limited 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 reproductive health decision-making, pregnancy, lactation, childbirth, and medical conditions related to such);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Sexual orientation;
- Religion or creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin, ethnicity or ancestry (including native language spoken)
- Citizenship or immigration status (including 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);
- Uniformed service member and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

Additionally, RPS prohibits retaliation against any person by another employee or by the School for reporting prohibited discrimination or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a government enforcement agency.

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.

RPS expects all employees to act in accordance with our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from discrimination, harassment and retaliation.

Employees can raise concerns and make reports without fear of reprisal. Employees with questions or concerns relating to equal employment opportunity, including complaints of discrimination, harassment, or retaliation, and accommodation requests, are encouraged to bring these issues to the attention of an RPS administrator, and/or Danielle Hancock Associate Director, HR Business Partners; Rocketship Public Schools; 311 Plus Park Blvd, Suite 130, Nashville, TN 37217;dhancock@rsed.org.

As required by Title IX, RPS does not (and is required not to) discriminate on the basis of sex in its educational programs or activities. This non-discrimination requirement applies to admission to and employment with RPS. Inquiries into issues related to Title IX may be referred to RPS' Title IX Compliance and Civil Rights Officer, Renita Thukral, rthukral@rsed.org, or externally to the Assistant Secretary for Civil Rights of the Department of Education, or both.

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## **Prohibited Sexual Harassment**

RPS 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, requests for sexual favors and other verbal, visual, 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) submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individua; and/or (3) that conduct has the purpose or effect of reasonably interfering with an individual's work performance or creates an intimidating, hostile or offensive working environment, even if the individual making the report is not the intended target of such conduct.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against them 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 six (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 prohibited harassment.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Any individual who becomes 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. Supervisors are required to report such harassment to the Human Resources Department.

Sexual harassment includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, physical violence, assault, molestation or attempts to commit these assaults and
  - Intentional physical conduct that is sexual in nature, such as unwelcome or inappropriate touching, pinching, patting, grabbing, impeding or blocking normal movements, brushing against another's body, or poking another's body.
  - Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates).
  - Sexually oriented or degrading gestures, notices, remarks, explicit jokes, innuendos, epithets, slurs, or comments about a person's body, dress, sexuality or sexual experience, including discussions of sexual fantasies, frustrations or the like.
  - Preferential treatment or promises of preferential treatment to an employee for submitting to a romantic relationship or 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.
  - Linking or conditioning any employment decision, benefit or other practice to a subordinate's submission, or refusal to submit, to sexual advances or 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.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity or the status of being transgender, such as:
  - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
  - Repeated and intentional use of a name or pronoun inconsistent with an individual's known gender identity;
  - Asking intrusive questions about a person's sexual orientation, gender identity, gender transition, or intimate body parts;
  - Sabotaging an individual's work; and

- o Bullying, yelling, or name-calling
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
  - Displaying pictures, objects, cartoons, posters, calendars, graffiti, objections, websites, emails, text messages, 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;
  - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

Sexual harassment can occur regardless of the gender of the person committing it or the person who is exposed to it. Harassment on the basis of sexual orientation, self-identified gender, perceived gender, or transgender status are all forms of prohibited sexual harassment.

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. If you have any question about whether behavior is inappropriate, don't do it. 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 party's has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate RPS policy.

#### Application of Title IX

Sexual harassment is illegal and may violate Title IX. As such, any employee who experiences sexual discrimination or harassment should bring the concern to the attention of the Director of Human Resources Business Partners and/or the Title IX Civil Rights Compliance Officer.

Attn: Associate Director, Human Resources Business Partners Rocketship Public Schools
311 Plus Park Blvd, Suite 130
Nashville, TN 37217
<a href="mailto:dhancock@rsed.org">dhancock@rsed.org</a>

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:

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

Phone: (916) 4/8-/251 TTY: (800) 700-2320 Fax: (916) 227-2859 Tennessee Human Rights Commission 312 Rosa Parks Ave, 23rd floor Nashville, TN 37243 (800) 251-3589 ask.thrc@tn.gov 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 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

#### Student Discrimination and Harassment

Discrimination and harassment of students by employees are prohibited. Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the Principal or other appropriate RPS official. All allegations of prohibited harassment of a student by an employee or adult will be promptly investigated. An employee who knows of or suspects child abuse or neglect must also report their knowledge or suspicion to the appropriate authorities, as required by law.

RPS shall take appropriate disciplinary action against employees who have engaged in discrimination or harassment of students, up to and including termination of employment.

Retaliation against anyone involved in the complaint process is a violation of RPS policy and acts of retaliation may result in disciplinary action, up to and including termination.

#### Sexual Harassment of Students

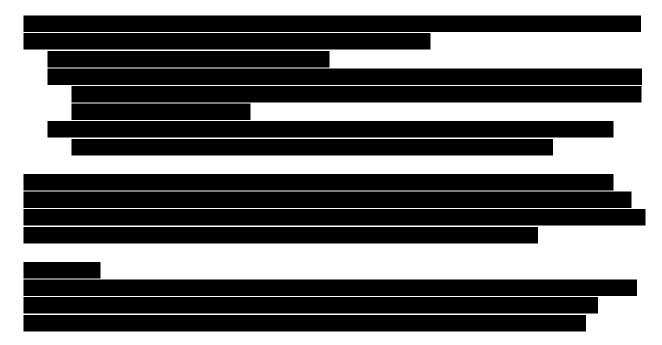
Sexual harassment of students includes any unwelcome verbal or physical sexual advances, including but not limited to engaging in sexually oriented conversations; making comments about a student's potential sexual performance; requesting details of a student's sexual history; requesting a date, sexual contact, or any activity intended for the sexual gratification of the employee; engaging in conversations regarding the sexual problems, preferences, or fantasies of either party; inappropriate hugging, kissing, or excessive touching; suggestions that a romantic relationship is desired after the student graduates, including post-graduation plans for dating or marriage; telephoning or texting students at home or elsewhere to solicit unwelcome personal relationships; physical contact that would reasonably be construed as sexual in nature; threatening or enticing students to engage in sexual behavior in exchange for grades or other school-related benefit; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct when the conduct affects the student's ability to participate in or benefit from a program or activity; or conduct of a sexual nature that creates an intimidating, threatening, hostile or offensive educational environment.

Sexual harassment of students by employees will result in appropriate disciplinary action up to and including termination from employment and referral to appropriate law enforcement authorities where required by law.

RPS employees are generally encouraged to report an action or suspected action that is illegal or in violation of any adopted Board policy. Good faith reports may be made without fear of reprisal.

Any sexual or romantic relationship between a student and a RPS employee is always prohibited, even if consensual.

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## **Whistleblower Policy**

RPS 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 RPS to report any action or suspected action taken within RPS that is illegal, fraudulent, or in violation of any adopted RPS policy, to a source within RPS before turning to outside parties for resolution. This policy applies to any matter which is related to RPS' business and operations and relates only to those acts of an individual undertaken on behalf of RPS and subject to the direction of RPS. This policy is intended to supplement but not replace RPS' prohibited harassment and discrimination policies, complaint policies, and/or any other RPS 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 RPS are encouraged to report any action or suspected action taken within RSED that is illegal, fraudulent, or in violation of any adopted policy of RPS (each, a "Violation"). Anyone reporting a Violation must act in good faith, without malice to RPS or any individual inside RPS, 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 retaliation, or adverse employment or volunteer consequences. Any individual within RPS 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

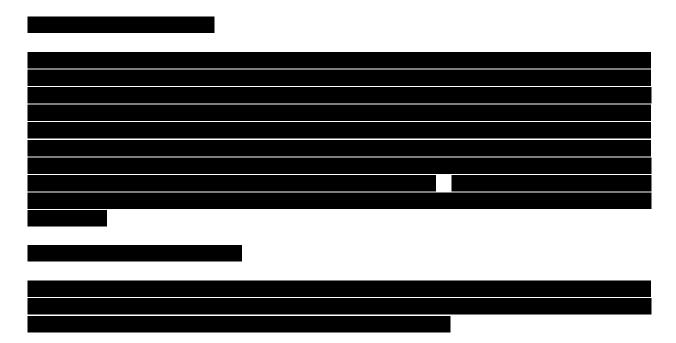
who has made a report of a Violation or who has cooperated in the investigation of a Violation is suffering from harassment, retaliation or other adverse employment or volunteer consequences, the individual should contact the RPS Compliance Officer. Any individual who reasonably believes they have been 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. 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 <a href="mailto:compliance@rsed.org">compliance@rsed.org</a>. The complainant may also report a violation to the Department of Human Resources through the HR Ticketing system (https://www.tfaforms.com/455487).

## Confidentiality

RPS encourages anyone reporting a Violation to identify themselves when making a report in order to facilitate the investigation of the Violation. 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, RPS 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.



#### **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, RPS has established this policy concerning the use of alcohol and drugs. As a condition of continued employment with RPS, 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; (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; (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer; or (c) by a person other than the person for whom it was prescribed.
- 4) "Possession" means that an employee has the substance on their person or otherwise under their 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 RPS may be adversely affected, including any time an employee is:

- 1) On RPS premises, except in accordance with RPS' Alcohol on Campus Policy
- 2) Conducting or performing RPS business, regardless of location
- 3) Operating or responsible for the operation, custody, or care of RPS equipment or other property
- 4) Responsible for the safety of others in connection with, or while performing, RPS-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 any beverage or medicine containing alcohol
- 2) Being under the influence of alcohol while engaged in work for the School or on RPS premises.

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, attempted purchase, sale, attempted sale, conveyance, manufacture, distribution, transportation, transfer, cultivation 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) Not following the dosing directions of a legal drug.
- 2) The use, 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 RPS property or equipment; or substantially interfere with the employee's job performance or the efficient operation of the RPS' 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 or other substances (including but not limited to household or workplace substances that may be used for "huffing" or as inhalants), so long as those drugs or other substances are used in accordance with the dosing instructions and that activity does not violate any law or result in an employee being impaired by the use of such drugs or substances in violation of this policy.

#### **Drug Free Awareness Program**

RPS 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**

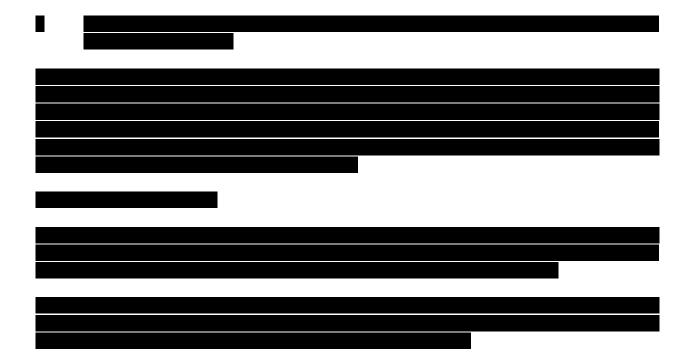
- 1) Reasonable Suspicion Testing: If RPS has reasonable suspicion that the employee is working in an impaired condition or otherwise engaging in conduct that violates this policy, the employee will be asked about any observed behavior and offered an opportunity to give a reasonable explanation. If the employee is unable to credibly or adequately explain the behavior, they will be asked to take a drug test in accordance with the procedures outlined below or as otherwise required under applicable law. 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 where permissible under applicable law.
- 2) Post-Accident Testing: To the extent permissible under applicable law, any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be required to submit to a drug and/or alcohol test. This includes not only the employee who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.
- 3) Procedures for Drug Testing: RPR 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. RPS 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 (including a medical review officer) to any prescription or non-prescription drugs that they have taken that may affect the outcome of the test. All drug testing will be performed by urinalysis and according to all applicable laws. The clinic or laboratory will inform RPS as to whether the applicant passed or failed the drug test. If an employee fails the test, they will be considered to be in violation of this policy and will be subject to discipline including immediate termination to the extent permitted by applicable laws.
- 4) 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 RPS of medical information regarding the test results. Refusal to sign the agreement and consent form, refusal to submit to the drug test or providing a sample that is deemed by the testing clinic to be substituted, tampered with or adulterated, will result in the revocation of an applicant's job offer, or will subject an

employee to discipline up to and including termination where permissible under applicable law.

- 5) Confidentiality: All drug testing-records will be treated as confidential.
- 6) Cooperation: Employees are expected to cooperate with RPS' investigation of possible violations of this policy. To the extent permissible under applicable law, refusal to cooperate with an investigation under this policy will result in disciplinary action, up to and including termination.
- 7) Inspections: RPS reserves the right to inspect and/or search an employee and the employee's possessions while on School premises, if there is a reason to believe that Illegal Drugs or Alcohol may be present. This includes an employee's work area, desk, locker, personal possessions and vehicle, and any items contained therein.

Any violation of this policy may result in disciplinary action, up to and including immediate termination (or not being hired, in the case of applicants). To the extent that an individual engages in unlawful conduct on RPS premises, RPS may contact appropriate law enforcement and the person may be subject to criminal prosecution.

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## 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.

Specific complaints of prohibited harassment, discrimination, and retaliation are addressed in and should be followed in accordance with the School's "Policy Prohibiting 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 generally permitted 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 their 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 RPS policies. Specific complaints of prohibited harassment, discrimination, and retaliation are addressed in and should be followed in accordance with the School's "Policy Prohibiting Harassment, Discrimination, and Retaliation."

#### **Problem-Resolution Procedure**

**Purpose** 

Rocketship Public Schools is committed to providing favorable working conditions for its employees. Part of this commitment involves encouraging an open and honest atmosphere in which employee concerns and complaints receive a timely response.

#### **Problem Resolution**

If Rocketship Public Schools employees disagree with the implementation or enforcement of established rules of conduct, policies or practices, they can usually express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint in a reasonable, business-like manner or for using the problem resolution procedure.

#### Procedure

If a situation occurs in which an employee believes that a condition of employment or a decision affecting them is unjust or inequitable, the employee is encouraged to make use of the following steps. The employee may disengage with the process at any step and go directly to HR.

- 1) The employee may present the problem to their immediate supervisor within 10 calendar days after it occurs. If the supervisor is unavailable to address the problem, or if the employee believes it would be inappropriate to contact their immediate supervisor, the employee may present the problem to their skip level manager (manager who sits two levels above the employee).
  - a) Please note, an employee may disengage with the problem resolution procedure at any point in the process.
  - b) If the problem involves leaders, employees may contact HR directly.
- 2) The supervisor will strive to discuss the situation with the employee within 10 calendar days after the employee brings the problem to the supervisor or their skip level manager. The supervisor must document the discussion.
- 3) The employee may present the problem to HR within 10 calendar days after the manager or skip level manager attempts resolution, if the employee believes that the problem is unresolved.
  - a) The submission of the written complaint should include:
    - i) The complainant will reduce their complaint to writing, indicating all known and relevant facts within a clear timeline. (The problem and the date(s) when the incident(s) occurred.)
    - ii) Suggestions on ways to resolve the problem.
    - iii) If applicable, any copy of the immediate supervisor's written response or a summary of their verbal response and the date when the employee met with the immediate supervisor. If the supervisor provided no response, the complaint should state this.

## **Policy for Complaints Against Employees**

(Complaints by Third Parties Against Employees)

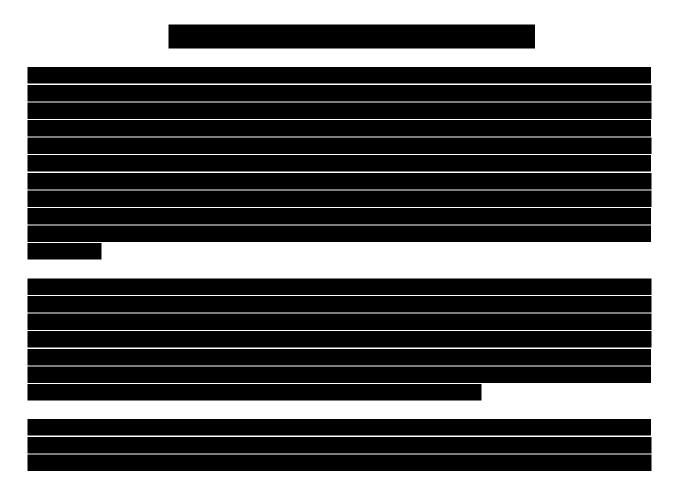
This section of the policy is for use when a non-employee raises a complaint or concern about a school employee. If complaints cannot be resolved informally, complainants may file a written complaint with the Principal or Department of Human Resources by emailing compliance@rsed.org, as soon as possible 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 may follow 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. <u>Confidentiality</u>: All complainants will typically be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, consistent with a thorough and objective investigation, and to the extent permitted or required under applicable law.
- 2. <u>Non-Retaliation</u>: 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 intended to resolve the complaint.
- 4. <u>Paid Administrative Leave</u>: Rocketship reserves the right to place any employee on paid administrative leave during an investigation.



## DISTRICT OF COLUMBIA ADDENDUM

This District of Columbia Addendum ("Addendum") to the Rocketship Education d/b/a Rocketship Public Schools ("Rocketship," "RPS," or the "School") Employee Handbook is applicable to all School employees regularly working in the District of Columbia. The policies and/or procedures in this Addendum shall modify or supplement those set forth on the same subject matter in the Employee Handbook and shall apply as required by District of Columbia or applicable local law.

Important Note: This Addendum, along with the Employee Handbook, is a general guideline and is not a contractor nor intended to create an express or implied contract guaranteeing continued employment or other contractual rights of any kind. Further, neither this Addendum nor the Employee Handbook affects the at-will employment relationship described in the Employee Handbook. Just as any employee has the right to end their employment with the School at any time, for any reason or no reason, the School has the right to terminate an employee's employment at any time, for any reason or no reason, with or without notice or cause. The relationship between the School and each of its employees is at-will.

The School reserves the right, in its sole discretion, to amend, modify, change, cancel, terminate or withdraw any or all of the policies, rules, benefits, sections and provisions of this Addendum at any time and for any or no reason with or without prior notice.

Employees who have questions regarding the provisions of this Addendum or the Employee Handbook should discuss them with the Human Resources Department.

## **Equal Employment Opportunity Policy**

In addition to the categories protected under federal laws and as set forth in the Employee Handbook, it is the policy of the School to prohibit discrimination, harassment or retaliation against an employee based on all categories protected under District of Columbia laws or ordinances including race, color, religion, sex (including pregnancy, childbirth or related medical conditions, breastfeeding and reproductive health decisions), national origin, disability, age (18 and over), personal appearance, sexual orientation, gender identity or expression, marital status, family responsibilities, matriculation (e.g., being enrolled in a college or university or in a business, nursing, professional, secretarial, technical or vocational school), political affiliation, genetic information (including family medical history), lawful use of tobacco products, source of income, place of residence or business, unemployment status, homeless status or status as a victim or the family member of a victim of domestic violence, a sexual offense or stalking.

## **Reasonable Accommodations**

An employee may request a reasonable accommodation due to pregnancy, childbirth, breastfeeding or related medical conditions related to pregnancy and/or childbirth and RPS will explore all possible means of providing the reasonable accommodation, so long as the reasonable accommodation does not impose an undue hardship on the School's operations. RPS will consider a variety of options in order to comply with a request for a reasonable accommodation including, for example: more

frequent or longer breaks; time off for pre-birth complications or to recover from childbirth; new or modified equipment or seating; temporary transfers to less strenuous or hazardous work or other job restructuring; refraining from heavy lifting; relocating the employee's work area; and providing private non-bathroom space for expressing breast milk.

If an employee seeks to exercise their right to seek an accommodation under this policy, RPS will not interfere with, restrain, deny the exercise or deny the attempt to exercise such right. Nor will RPS require an employee to accept an accommodation the employee chooses not to accept or require an employee to take leave when a reasonable accommodation can be provided.

## D.C. Paid Sick and Safe Leave

RPS will comply with the requirements of the District of Columbia Accrued Sick and Safe Leave Act (the "Law") applicable to employees working in Washington, D.C. This policy will apply to eligible employees in Washington, D.C. to the extent that they otherwise would not have paid time off in an amount that meets or exceeds the requirements of the Law. To the extent that there are inconsistencies with the terms of RPS's PTO and Sick Leave policies, the terms of this policy will apply to the use of sick and safe leave.

In Washington, D.C., eligible employees will accrue paid sick leave benefits that may be used:

- For the employee's own illness, injury or health condition;
- To obtain a medical diagnosis or preventative care for the employee;
- To care for a family member (spouse, domestic partner, parent, child, parent-in-law, son- or daughter-in-law, sibling or sibling's spouse, person in a committed relationship with the employee and sharing the employee's residence for at least 12 months) with an illness, injury or health condition;
- To obtain a medical diagnosis or preventative care for the employee's family member; or
- For reasons related to the employee or their family member being a victim of domestic violence, sexual assault or stalking.

Eligible employees in Washington, D.C., will accrue paid sick leave at a rate of one (1) hour of paid sick leave for every 37 hours worked up to a maximum of seven (7) days of leave per calendar year. Employees begin accruing leave upon the start of employment but may not use such paid sick leave until after they have completed 90 days of employment. Accrued but unused paid sick leave will carry over from one year to the next, but will not be paid out upon termination or resignation of employment. However, if you are rehired within one year, your unused sick leave time will be reinstated.

When the need for sick leave is foreseeable, an employee requesting such leave shall provide RPS with at least 10 days' advance written notice of the intention to take leave, including the expected duration of the absence. Employees must make a reasonable effort to schedule leave in a manner that does not unduly disrupt RPS' operations. If the need for leave is unforeseeable, the employee must provide notice of their intent to take leave by the beginning of the first day of leave, or as soon as practicable, or within 24 hours of the onset of an emergency, whichever is sooner. RPS may require verification of the need for leave, consistent with applicable law.

Employees who take sick and safe leave for 3 or more consecutive days may be required to provide reasonable certification of the need for leave, including, for example, a signed document from a health

care provider, a police report, a court order or a signed statement from a victim or witness advocate or domestic violence counselor. Where RPS' existing leave policies provide different certification requirements, the requirement that is least onerous for the employee will be used.

RPS will not interfere with, restrain or deny an employee's use of leave under this policy. Further, employees are protected from retaliation for requesting or taking leave available under this policy, for raising a complaint or concern about this policy, or for filing or cooperating in the investigation of a complaint under this policy. If you believe you have been retaliated against in violation of this policy, please contact Human Resources.

#### **Family Medical Leave**

We recognize that an employee may need to be absent from work for an extended period of time for family and/or medical reasons. Accordingly, the School will grant time off to employees in accordance with the requirements of the federal Family and Medical Leave Act (Fed-FMLA) and the District of Columbia Family and Medical Leave Act (DC FMLA). Where both the Fed-FMLA and DC FMLA apply, the leave provided by each will count against the employee's entitlement under both laws and must be taken concurrently. An employee who is eligible for leave under only one of these laws will receive benefits in accordance with that law only.

The following policy addresses employee rights under the DC FMLA. Employees should refer to the National Handbook for additional detail regarding the Fed-FMLA. All questions concerning this policy should be directed to the Human Resources Department.

## DC FMLA Leave Entitlement and Eligibility

Employees who have been employed by the School for at least 12 consecutive or non-consecutive months (including any holiday, sick or personal leave) in the seven years preceding a leave request, worked for at least 1,000 hours during the 12-month period immediately preceding a leave request and work in the District of Columbia are entitled to 16 workweeks of unpaid family leave and 16 workweeks of unpaid medical leave within a 24-month period.

For purposes of this policy, a "serious health condition" means a physical or mental illness, injury, or impairment that involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision at home by a health care provider or other competent individual.

#### Terms of Family Leave

Family leave may be used for the birth of a child of the employee, the placement of a child with the employee for adoption or foster care, placement of a child with the employee for whom the employee permanently assumes and discharges parental responsibility or for the care of a family member who has a serious health condition.

For purposes of this policy, a "family member" includes: (1) a person to whom the eligible employee is related by blood, legal custody or marriage (including same-sex marriage); (2) foster child; (3) a child who lives with an eligible employee and for whom the employee permanently assumes and discharges parental responsibility; or (3) a person with whom the employee shares or has shared, within the last year, a mutual residence and with whom the employee maintains a committed relationship. A "child" includes a person under the age of 21, a person, regardless of age, who is substantially dependent on the employee due to a physical or mental disability or a person under the age of 23 who is a full-time

student at an accredited college or university. A "committed relationship" is a domestic partnership (as defined in section 2(4) of the Health Care Expansion Act of 1992; D.C. Official Code § 32-701(4)).

If two family members are employed by the School, the School may limit the total number of family leave workweeks to which the family members are entitled during the 24-month period to 16 workweeks. The School may also limit the number of workweeks to which family members may take family leave simultaneously during the 24-month period to four workweeks.

The entitlement to family leave expires 12 months after the birth or placement of the child with the employee.

Employees must provide timely notice to their supervisor, either 30 days prior to the commencement of the leave or as soon as possible prior to the date on which the employee wishes the leave to begin if the leave was not foreseeable. If an emergency prevents the employee from notifying the School until the first day of leave, the employee must notify the School no later than two business days after the absence begins. In addition, employees must make a reasonable effort to schedule planned medical treatment in a manner that does not disrupt School operations.

When an employee's covered family member has a serious health condition, leave may be taken intermittently when medically necessary. With approval, family leave may be taken on a reduced leave schedule, during which time the 16 workweeks of family leave may be taken over a period not to exceed 24 consecutive workweeks.

Family leave is unpaid unless the employee elects to substitute paid time off, including paid sick leave, if applicable. The use of paid time off or paid sick leave will count towards the employee's 16 workweeks of family leave entitlement, however, such time will not extend the leave time beyond 16 workweeks.

## **Terms of Medical Leave**

If an employee becomes unable to perform the functions of his or her position because of a serious health condition, he or she will be entitled to medical leave for the time that he or she is unable to perform the functions, except that the leave must not exceed 16 workweeks during any 24-month period. This leave may be taken intermittently when medically necessary.

If an employee takes leave because of his or her own health condition, the School may request that the employee temporarily transfer to an available alternative position which better accommodates the recurring leave and has equivalent pay and benefits.

If the need for medical leave is foreseeable, employees must provide reasonable prior notice and make a reasonable effort to schedule planned medical treatment in a manner that will not disrupt School operations.

Medical leave is unpaid except that employees may elect to substitute paid medical or sick leave and, with approval, may substitute accrued vacation, personal or compensatory time for any part of the unpaid medical leave. The use of paid time off will count towards the employee's 16 workweeks of medical leave entitlement.

## Alternative Employment in Lieu of Leave

The School may agree to allow alternative employment in lieu of leave for the duration of the employee's serious health condition. Any period of alternative employment will not count against the 16 weeks of family or medical leave to which the employee is entitled. When an employee who agreed to alternative employment becomes able to perform the duties of the original position, the employee will be restored to that original position or an equivalent position with equivalent employment benefits, pay, seniority and other terms and conditions of employment.

#### **Medical Certification**

Leave taken due to the serious health condition of an employee or covered family member must be supported by a certification from a health care provider. Employees seeking medical leave must submit the certification within 15 days of receiving an eligibility letter. If the School has reason to doubt the validity of the certification provided by the employee, the School may require a second opinion from a health care provider approved by the School and at the School expense. If the employee's health care provider and the health care provider providing the second opinion do not agree, the School may require a third opinion, also at the School's expense, performed by a mutually agreeable health care provider who will make the final determination.

The School may require recertification on a reasonable basis and, before permitting the employee to return, may require the employee to provide medical certification that he or she is able to return to work.

#### **Benefits and Reinstatement**

During family or medical leave, employees are entitled to the continuation of available group health benefits under the same terms and conditions as if the employee had not taken leave. In other words, the employee must continue to pay their portion of premium contributions during the leave. Employees are not entitled to accrue any seniority or employment benefits during leave.

Upon return from leave, an employee usually will be restored to their prior position or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. An employee has no greater right to continued employment or reinstatement than if the employee had been continuously employed. For example, employment may be terminated in conjunction with a layoff or job elimination during a leave of absence the same as if the employee was not on leave.

Certain highly compensated employees may be denied reinstatement if necessary to prevent substantial economic injury to the School's operations.

## Confidentiality

Documents relating to medical certifications or recertifications of employees or employees' family members will be kept confidential.

## Fraudulent Use of DC FMLA Prohibited

An employee who fraudulently obtains leave under this policy may be subject to disciplinary action.

#### Nondiscrimination/Anti-Retaliation

The School will not interfere, restrain or deny the exercise of any rights provided under this policy. If an employee believes that their leave rights have been violated in any way, they should immediately report the matter to the Human Resources Department.

## **Paid Family Leave**

All eligible Washington, D.C. employees (full or part-time) are entitled to take paid leave under the District of Columbia Uniform Paid Leave Act ("UPLA"). This benefit is administered by the District of Columbia Department of Employment Services ("DOES"). Eligibility and benefits are determined solely by DOES and <u>not</u> by RPS.

Effective, October 1, 2022, under the UPLA, an eligible employee may receive the following benefits:

- 12 weeks to bond with a new child;
- 12 weeks to care for a family member with a serious health condition; and
- 12 weeks to care for a worker's own serious health condition.
- 2 weeks prenatal leave

Pursuant to the UPLA, bonding leave includes:

- The birth of a child;
- The placement of a child from adoption or foster care into their household; or
- The placement of a child into their household that they legally assume and discharge parental responsibility over.

Some, but not all, UPLA leave also may be covered by the Family and Medical Leave Act (FMLA), if applicable. Leave that qualifies under both policies runs concurrently and will be subject to the requirements of both the FMLA and UPLA policies.

For purposes of this District of Columbia UPLA, a "family member" means: (i) a biological, adopted, foster or step child (including a child of a domestic partner); a legal ward; or someone to whom an employee acts as parent; (ii) a biological, foster or adopted parent, a parent-in-law, a stepparent, a legal guardian or other person who acted as a parent to the employee when the employee was a child; (iii) a domestic partner or spouse; (iv) a grandparent; or (v) a sibling.

If you believe you have experienced an event that may qualify for parental, family, or medical leave benefits, you can learn more about applying for benefits with the Office of Paid Family Leave at <u>dcpaidfamilyleave.dc.gov.</u>

Note, that the UPLA leave is <u>not</u> job protected leave. It is solely a benefit administered by DOES to qualifying employees. An employee may be entitled to job protected leave under other applicable law.

## **Voting Leave**

Upon request, Washington, D.C. employees are permitted to take up to two (2) hours of paid leave from their scheduled working shift to vote. Employees must submit a request for leave in a reasonable time in advance of the date the employee wishes to vote. RPS may specify the hours during which the employee takes paid leave to vote, including requiring the employee to vote during

the early voting period instead of on Election Day or to vote at the beginning or end of the employee's working shift. RPS will not interfere with, restrain or deny any attempt to take leave under this policy, nor retaliate against any employees for requesting or taking paid leave to vote.

#### **School Activities Leave**

RPS will grant Washington, D.C. employees who are parents, guardians, aunts, uncles, grandparents, step-parents, legal guardians or custodians of school-age children up to twenty-four (24) hours of unpaid leave during any 12-month period to attend or participate in a school-related event (including a full day off to participate in school related Emancipation Day activities) in which the employee's child is a participant or a subject. When possible, ten (10) calendar days' advance notice is required. Employees may use accrued paid time off for this purpose. Leave may be denied if it would unduly disrupt RPS' business.

## **Jury Duty Leave**

Eligible Washington, D.C. employees are entitled to up to five (5) days paid leave for grand jury or petit jury duty, less any fees received from the court. RPS will not deprive an employee of employment, threaten or otherwise coerce an employee with respect to employment because the employee receives a summons, responds to a summons, serves as a juror or attends court for prospective jury service.

## **Privacy of Wage or Salary Information**

Employees (other than persons with regular access to information regarding the wages of other employees in the course of the employee's work, such as a human resources employee) shall not be prohibited from voluntarily inquiring about, disclosing, comparing, or otherwise discussing the employee's wages or the wages of another employee. Notwithstanding the foregoing, no employee is required to disclose wage information in response to an inquiry by another employee and RPS is not obligated to disclose the wage information of one employee to another.

## **Mandated Reporter Obligations**

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.

#### When Must You Report?

Rocketship personnel described in the Section 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:

## **Mental Injury**

Harm to a child's psychological or intellectual functioning due to another individual's

acts or omissions.

## **Physical Abuse**

Physical harm or threatened harm to a child, other than by accident, perpetrated by another individual.

## Physical assault

Any physical contact with another person without their consent.

## 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.

#### Sexual Abuse

Sexual contact or sexual penetration with a child.

## **Sexual Exploitation**

Allowing, permitting, or encouraging a child to engage in prostitution or to be depicted in a sexual act.

## 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).

#### Exposure to illegal drug-related activity

Ingestion of illegal drugs due to guardian's negligence or regular exposure to illegal drug-related activity in the home.

## 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.

## **Procedures for Reporting**

Reports must be made to either the D.C. Metropolitan Police Department (MPD) or the Child and Family Services Agency (CFSA) at (202)671-SAFE (7233).

After making a report to MPD or CFSA, personnel must notify the school principal so that they can fulfill their 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, they 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.

## 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.