



KANAKA EMPLOYEE HANDBOOK

This handbook is provided for your use as a ready reference and as a summary of our employee policies. You will find it to your advantage to read the entire handbook so you will have a complete understanding of the material covered.

Please understand that this booklet only highlights our School policies and practices for your personal education and cannot, therefore, be construed as a legal document. In addition, circumstances will obviously require that some policies and practices described in the handbook change from time to time. Consequently, the School must reserve the right to amend, supplement, or rescind any provisions of this handbook, as it deems appropriate in its sole and absolute discretion. As the policies are revised, updated pages will be distributed to you. Please keep this handbook readily available and insert the updated material promptly so that it is current at all times.

Caveat: Due to the dynamic nature of the State of Hawaii's Master Agreements with Union Workers (HSTA/HGEA/UPW, etc) and unless clearly defined in a Supplemental Agreement between KANAKA's Governance Board and said Unions the Master Agreement of that bargaining group shall be the ruling document.

EMPLOYEE CONTRACTS

Employee contracts are completed for new employees and all contracts are renewed annually. Terms of employment in the contract are for either 10 or 12-month school year, unless specifically noted otherwise. Each employee contract designates the salary or hourly rate, hours of employment, the individual job description, dates of the contract, number of paid sick/well days, paid holidays, compensation for meetings, etc., benefits assigned and any other negotiated items. Employees are presented their contracts which they then sign and return to the office; a copy is given to the employee.

ATTENDANCE & ABSENCES

The school counts on your attendance and expects regular attendance during work hours. Unsatisfactory attendance, reporting late, or quitting early is not acceptable. Whenever a staff person takes off for whatever reason, Administration must be notified and a substitute should be arranged. Days off or partial days off, unless otherwise arranged for with appropriate administration, are counted against the total number of days available for use in the employee's contract. Days off, sick or well, in excess of the contracted number will result in salary reduction and may result in discipline up to and including dismissal.

TIME KEEPING

Employees are mandated to punch in and out daily. Weekly timecards will be provided to accomplish this task. Failure to punch in and out log could result in salary reduction.

LEAVES OF ABSENCE

Several types of unpaid leave of absence are available to you if you are eligible under the School's policies. They are: Personal Leave, Medical Leave, Bereavement Leave, Jury Duty and Witness Duty.

SUMMARY OF RULES AND RESTRICTIONS

1. All leaves of absence are approved on an unpaid basis.
2. When you are granted a leave of absence, your position will be held for the period of the approved leave.
3. Although the period that you are on an excused leave of absence is not considered time worked for purposes of benefits, KANAKA will continue to pay your medical coverage in its entirety.
4. If you fail, for any reason, to return to work promptly upon the expiration date of an approved leave of absence; or if you accept other employment or fail to return to work on your next scheduled work day following expiration of the approved leave, you will be considered to have voluntarily resigned.
5. If you voluntarily leave after an expiration date of an approved leave of absence for other employment, KANAKA requires reimbursement of the medical benefits paid for in its entirety.

PERSONAL LEAVE OF ABSENCE: If you have been continuously employed by the school for at least one (1) year you may request a personal leave of absence for a period of up to four (4) weeks. Requests, submitted in writing, will be considered on the basis of expected impact on the school.

MEDICAL LEAVE FOR NON-OCCUPATIONAL DISABILITIES: If you are temporarily unable to perform your usual and customary work due to a personal illness or injury you may be granted a medical leave of absence. Physician's statements are required and, if possible, must be given within one (1) working day. Absence of more than three (3) working days without notifying the school will be considered voluntary termination of employment. The maximum length of leave granted for non-occupational medical disability is thirty (30) calendar days per year. If you are unable, after that time to perform your work safely, you may be reassigned or released.

JURY DUTY: You may attend Jury Duty in accordance with your legal obligations. This is unpaid leave, unless otherwise approved by the KANAKA Board, and the school should be notified as soon as possible of your obligation to serve.

Please continue to report to school on those days or parts of days when you are excused from Jury Duty (unless your Jury Duty is on neighbor island), or when Jury Duty does not conflict with your work schedule. All employee benefits will continue while you are on Jury Duty leave; however, you will be required to continue payment of any required contributions for benefits during the leave.

WITNESS DUTY: If you are required to appear in court as a witness you may take unpaid time off for such a purpose provided that you give the school reasonable advance notice.

FAMILY CARE LEAVE: The school will comply with the provisions of state and federal law, relating to family care leave.

PAYROLL INFORMATION

Payment for the bimonthly's work is issued on the 5th and 20th of the month. If a check issue date falls on a Saturday, Sunday, or a legal holiday, your paycheck will be issued on the last working day prior.

LEGISLATED BENEFITS

Worker's Compensation Insurance is carried that provides protection to you should you be injured on the job. If you sustain a work-related injury, please report it immediately.

Social Security (FICA) is a wage deduction; your contribution is matched by the School and credited toward your Social Security benefits.

Federal Withholding Tax deduction is determined by your W-4 form. You complete one when you are hired, and should report any changes in your filing status to Administration.

All federal, state, and social security taxes will be automatically deducted from your paycheck. Please report immediately any changes in your name, address, telephone number, marital status, or number of dependents in order to keep our records current.

EVALUATIONS

You are encouraged to express your views and concerns regarding your position with your supervising Head Teacher in order to make your job pleasant and productive. Your supervisor will evaluate you and a recommendation will be made regarding the offer of regular status, extension of the probationary time, or employment termination.

Please Note: All employees are "employees at will" whose employment and compensation can be terminated for any reason with or without cause and with or without notice at the option of either the employee or KANAKA Board. This document is neither intended nor functions as an expressed or implied contract between any employee and the school. KANAKA Board reserves the right to modify this document at any time without prior notice.

Evaluation: You will be evaluated at the end of every trimester based on performance objectives, which are mutually determined.

PERSONAL APPEARANCE

Neatness and cleanliness are absolutely necessary at all times. The School's professional image, as well as its atmosphere is maintained, in part, by the image that you the employee present to our parents and children. Please dress accordingly. If you have any questions about what constitutes proper attire within your classroom, the administrator or head teacher can be consulted.

EMPLOYMENT BENEFITS

Vacation Days: Benefits comparable to DOE benefit schedule.

Paid Holiday: Part-time employees who work less than seventeen (17) hours/week are not eligible for paid holidays.

Sick Leave Pay: Sick leave comparable to DOE sick leave schedule or HSTA Master Contract as applicable.

Breaks: Break will be taken at the same time the school schedules the students recess.

Employees who are parents of minor children may use any or all of their sick leave days to care for his/her child during an illness. It is in your best interest to use your sick leave prudently so you will have accrued hours to provide adequate income protection in the event of illness.

Funeral Leave Pay: For employees who work twenty (20) plus hours/week on a regular basis, up to three days of paid funeral leave may be approved if you suffer the loss of an immediate family member. Such leave will not be automatic, but rather will depend upon the circumstances of each individual situation. This time may also be allowed for the handling of death-related personal affairs. You may also be granted up to one full day of paid funeral leave if you wish to attend the funeral of a relative who is not in your immediate family.

Jury Duty Pay: You will receive your regularly scheduled pay, less the amount paid by the court, up to a maximum of five days if you are called to serve on a jury.

Personal Leave: Should the circumstances arise, you may request an unpaid temporary absence from work. Your request will be carefully considered. Working with Administration and the Head Teacher, an established authorized duration will be determined up to a maximum of four (4) weeks during which time your job is guaranteed. To extend the four (4) week period Administration must secure KANAKA Board's approval. If you fail to return to work on the day agreed upon, we have the right to terminate your position.

Medical Leave: Leaves of absence for reasons of bona fide illness or injury are generally approved. During an approved medical leave, you may be permitted to use your accrued sick leave for a continuation of your income during the leave.

If your accrued paid leave runs out, you must then apply for a leave without pay status and make appropriate arrangements with Administration or the Head Teacher. Administration/Head Teacher will then arrange for the continuation of your insurance benefits. If you are unable to return to work within thirty (30) calendar days, the School is not obligated to guarantee the same job. KANAKA Board reserve the right to amend the paid without leave status.

During any medical leave you may be asked to provide written certification of the illness, or jury. If you are absent for more than ten working days as a result of a communicable disease, major surgery, a psychiatric condition, or accidental injury, you will be required to provide a statement from your physician that releases you to return to work and details any restrictions in the duties you will be able to perform.

In the spirit of cooperation, during your absence you should continue to keep Administration or the Head Teacher informed to the status of your condition and when you expect to return to work.

Maternity Leave: For a leave of absence for maternity reasons, your job will be guaranteed for up to sixteen (16) weeks from the beginning of the leave of absence. Full time employees can request KANAKA pay the difference of the substitute's fee and their salary for the duration of the leave. KANAKA Board will decide this on a case to case basis. Other conditions remain the same as for any other medical leave of absence.

Insurance Coverage Continuance: Aligned with State/DOE benefits.

Special Situations: If you request a leave of absence for reasons other than previously noted and your absence would create a hardship for the School, your unpaid leave may be granted, but without a guarantee of your position. If it is not possible to return you to your former position, reasonable efforts will be made to place you in the first available position that is similar in status, pay, and type of work performed.

Please Note: Misrepresentation of the reason for a leave of absence or misuse of the leave benefit can be grounds for disciplinary action, including termination.

EMPLOYEE RESPONSIBILITIES

Each employee is responsible for submitting the following forms: Health Screening to include a current TB test, Employee Application and W-4 forms. In a very near future the School will require Finger Prints, Criminal Record Statement and Child Abuse Index Check. As well, there will be a requirement that within the first 1st year of employment all employees complete a First Aid/CPR Course relevant to the age of the children with whom they work. A copy of certification shall be submitted for your personnel file and rectification should occur at timely intervals.

Change of Personal Status

All employees are required to notify KANAKA of any changes in name, family status, address, telephone, or any other information that could affect any financial or personal situations with KANAKA.

Confidential Information: Because of the nature of the School, you will be made aware of confidential information regarding physicians, patients, employees, and others. Confidential information must not be discussed with other people, either in or out of the

office unless such discussion is with those who have a need for such information in order to perform their assigned jobs.

Discrimination and Harassment:

It is the policy of KANAKA to provide equal employment opportunities for all applicants and employees. This School does not unlawfully discriminate on the basis of race color, religion, sex national origin, age, medical condition, handicap, veteran status, marital status, or sexual orientation or any other criteria, protected by applicable state or federal law.

Further, no employee shall be permitted to harass any other employee (verbal or physical behavior) or create or maintain an intimidating or hostile work environment, including all school sponsored events. The rejection of such conduct by an employee will be the basis of an administrative decision affecting that employee. The conduct will not be tolerated both intentional or unintentional to any employee that affects his/her work performance and environment. If you feel you have been harassed, report it immediately to the Administrator/KANAKA Board. An investigation will follow, and you will not be subject to any retaliation whatsoever for reporting an incident of this nature.

Defining Harassment:

Unwelcome sexual and non-sexual advances, requests for favors, and other verbal, physical, or visual conduct of a sexual or non-sexual nature constitutes harassment.

This may include such actions as: repeated offensive or unwelcome sexual flirtations and advances; verbal comments, jokes, or innuendo of a sexual nature; words or gestures of a sexual nature used to describe a persons or depict a situation; or the display of sexually suggestive objects or pictures.

Any employee who violates this discrimination or harassment policy is subject to discipline up to and including discharge and possible criminal or civil suites.

Investigation and remediation

If an employee believes that he or she has experienced or witnessed harassment of any nature, that employee should immediately notify the Lead Teacher or Director of Operations.

All reports shall be promptly investigated by HRO, if the investigation confirms harassment has occurred, the Director, as directed by the LSB shall take appropriate corrective actions. This includes, but not limited to, an official memorandum in the employee's personnel file, salary adjustments and termination. Conversely, similar actions will be taken against any employee who knowingly makes false accusations of sexual or non-sexual harassment.

Please Note: The release of unauthorized confidential information may result in immediate dismissal and the filing of criminal charges.

Personal Accidents: For your protection, please report immediately all accidents, no matter how slight, to Administration or Head Teacher. A written report must specify the time, place, and extent of the injury, if known. Your failure to report an accident that develops into a “lost time” accident at a later date could create difficulty in obtaining Workers’ Compensation benefits. Related injury claims may result in the claim being denied.

PROTOCOL FOR HANDLING CONFLICTS BETWEEN PARENTS AND STAFF: While parents are encouraged to take their concerns to the staff person most directly involved, they will at times feel uncomfortable doing so. In these cases they should be directed to request the Head Teacher or Administrator present. In such cases the staff member/head teacher or Administrator should take the following action:

- Listen attentively and actively to the parent, attempting to help clarify the nature of their concern. Do not agree or disagree, but rather stay neutral.
- Direct the parent to the staff person involved suggesting they may want the assistance of another staff person to help in naming their concern and moving toward a solution.
- Alert appropriate administrators and other staff of the parent’s concern and of your action with regard to seeking resolution.
- Following-up to make sure action was taken to resolve the problem.

WITH OTHER STAFF:

- When an employee has a conflict or concern regarding another employee, the following procedures should be followed:
- If possible, go directly to that person and name, as clearly as possible, your concern. Attempt to focus the conversation on your discomfort rather than making judgments.
- If it would be helpful, request the assistance of someone else on staff in presenting your concern to the person.
- Alert appropriate administration of your concern and your action concerning resolution.
- Under no circumstances should employees take their concerns regarding other staff members or school policies to parents.

DISCIPLINE AND TERMINATION

Our school’s rules of conduct are based on common courtesy, sound judgment, good taste, responsibility, professionalism, and business need. Personal and professional integrity is, of course, expected of all employees.

The following violations are considered misconduct and will result in disciplinary action:

1. Two or more consecutive days of unexcused absence.
2. Release of confidential information without authorization.
3. Reporting to work while under the influence of alcohol, narcotics, and/or other controlled substances.
4. Insubordination.

5. Theft.
6. Willful destruction of property.
7. Conviction of a felony relevant to your position.
8. Falsification, fraud, or omission of pertinent information when applying for a position.
9. Any willful act that endangers the safety, health, or well being of another individual.
10. Any act of sufficient magnitude to cause disruption of work or gross discredit to the school.
11. Misuse of school property or funds.
12. Possession of firearms, fireworks, explosives, or any other weapon while acting within the course of scope of your employment with this school.
13. Acts of discrimination or illegal harassment based on gender, ethnicity, or any other criteria protected by state or federal law.
14. Failure to comply with the school's safety procedures

Disciplinary actions may include but are not limited to:

1. Verbal warnings.
2. Written notices.
3. Suspensions, with or without pay (must be ratified by KANAKA Board.)
4. Termination (must be ratified by KANAKA Board.)

If you decide to terminate your employment and wish to do so in good faith, you are asked to give written notice at least two weeks in advance. The School reserves the right to give two weeks in advance. The School reserves the right to give two weeks' pay in lieu of work when such notice is received.

On or before your last day of employment, you are expected to return all keys and any other issued equipment.

Communication: Should you have any questions regarding school policies or procedures, please contact your Head Teacher or Administrator. You are a very important part of our team, and you are encouraged to make suggestions and comments freely.

I have read and understand the above. My signature below constitutes my agreement to the above.

Staff Signature

Date

Administrator Signature

Date